

# Collective Agreement

Between



The Upper Canada District School Board  
District Board #26  
(hereinafter called “Employer” or “Board”)

And



The Ontario Secondary School Teachers’ Federation  
(hereinafter called “OSSTF” or “Union”)

representing

The Secondary Teachers of District 26 of the OSSTF  
Employed by the Board  
(hereinafter called the “Bargaining Unit”)

September 1, 2019  
to  
August 31, 2022

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## **PART A – CENTRAL TERMS**

### **C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT**

#### **C1.1 Separate Central and Local terms**

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

#### **C1.2 Implementation**

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

#### **C1.3 Parties**

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

#### **C1.4 Single Collective Agreement**

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

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

#### **C2.1 Term of Agreement**

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

#### **C2.2 Amendment of Terms**

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

#### **C2.3 Notice to Bargain**

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

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

### **C3.00 DEFINITIONS**

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

### **C4.00 CENTRAL LABOUR RELATIONS COMMITTEE**

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

## **C5.00 CENTRAL GRIEVANCE PROCESS**

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

### **C5.1 Definitions**

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

### **C5.2 Central Dispute Resolution Committee**

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

- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

**C5.3 The grievance shall include:**

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

**C5.4 Referral to the Committee:**

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

**C5.5 Voluntary Mediation**

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

**C5.6 Selection of the Arbitrator**

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

- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

## **C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER**

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

## **C7.00 BENEFITS**

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

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

### **C7.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

### **C7.2 Eligibility and Coverage**

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

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

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

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



### **C7.3 Funding**

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

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

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

regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

**C7.5 Benefits Committee**

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

**C7.6 Privacy**

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

**C7.7 Benefits not provided by the OSSTF ELHT**

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

**C7.8 Benefits for Daily Occasional Teachers**

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

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

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days

- worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
    - September 1, 2019: 4%
    - September 1, 2020: 4%
    - September 1, 2021: 4%
  - iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

**C7.9 Payment in Lieu of Benefits**

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

**C7.10 WSIB Top-Up**

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

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

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

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

## **C8.00 STATUTORY LEAVES OF ABSENCE/SEB**

### **C8.1 Family Medical Leave or Critical Illness Leave**

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

### **Supplemental Employment Benefits (SEB)**

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

## **C9.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

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

#### **b) Sick Leave Days**

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

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

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

#### **d) Eligibility and Allocation**

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

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

- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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

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

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

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

change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.

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

**g) Administration**

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

**C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT**

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

**C11.00 MINISTRY/SCHOOL BOARD INITIATIVES**

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

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

## **C12.00 OCCASIONAL TEACHERS AND PA DAYS**

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

## **C13.00 PROVINCIAL FEDERATION RELEASE DAYS**

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



## **C14.00 E-LEARNING**

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

## APPENDIX A – RETIREMENT GRATUITIES

### A. Sick Leave Credit-Based Retirement Gratuities

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

### B. Other Retirement Gratuities

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

## APPENDIX B – ABILITIES FORMS

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

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

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

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

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

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

# **LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

## LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

**RE: Status Quo Central Items**

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

Issues:

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

# LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

## **RE: Central Items That Modify Local Terms**

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

### **1. Certification Group/Category Rating Statement Provider**

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

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

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:
  - For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
  - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
  - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
  - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
  - d) All reasonable requests for data related to class size will be shared by both parties.

- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

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

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

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

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

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

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:  
For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.
- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:  
Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.



## **LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**Re: Qualifications Evaluation Council of Ontario (QECO)**

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

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

## **LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**Re: Provincial Working Group - Health and Safety**

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

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

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

## **LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

### **Re: Online Reporting Tool for Violent Incidents**

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

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

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

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

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

## **LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**Re: Half Day of Violence Prevention Training**

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

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

Topics may include but are not limited to:

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

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

## **LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

### **Re: Combined Teachers' Bargaining Units**

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

The Parties agree as follows:

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

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

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

## LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

### **Re: Long Term Disability Administration**

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

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

#### **A. Enrolment/Eligibility Administration**

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

#### **B. Premium Administration**

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

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

**C. LTD Claims Administration**

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

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

**D. OSSTF and OTIP are required to:**

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

## **LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**Re: Employee Life and Health Trust (ELHT) Committee**

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

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

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



# LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

## **Re: Pilot on a Streamlined Arbitration Process Model**

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

The intent of the Model is to;

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

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

## **LETTER OF AGREEMENT #12**

**BETWEEN**

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

**AND**

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

**Re: E-Learning Implementation Committee**

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

## **LETTER OF AGREEMENT #13**

**BETWEEN**

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

**AND**

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

**Re: E-Learning Alternative Models**

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

# HISTORICAL LETTER OF AGREEMENTS

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

**LETTER OF AGREEMENT #4  
BETWEEN  
The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')  
AND  
The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: Benefits**

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

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

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

## **1.0.0 PRINCIPLES**

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

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its

members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

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

### **3.0.0 ELIGIBILITY and COVERAGE**

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

## **4.0.0 FUNDING**

### **4.1.0 Start-Up Costs**

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
  - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
  - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
  - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
  - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits

nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

#### **4.2.0 On-Going Funding**

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
  - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
    - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
  - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
  - d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
  - e. An amount of \$300 per FTE, in addition to (d) will be provided.
  - f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
  - g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
    - i) there is an in-year deficit,
    - ii) that the deficit described in i) is not related to plan design changes,
    - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
  - h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
  - i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.

- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

## **5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY**

### **5.1.0 Shared Services**

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

### **5.2.0 Board of Trustees' Responsibilities**

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



- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
  - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
  - b. Increased member share premium;
  - c. Change plan design;
  - d. Cost containment tools;
  - e. Reduced plan eligibility; and
  - f. Cessation of benefits, other than life insurance benefits.

### **5.3.0 Accountability**

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

### **6.0.0 TRANSITION COMMITTEE**

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

**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY**

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

**LETTER OF AGREEMENT #6  
BETWEEN  
The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')  
AND  
The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: Status Quo Central Items as Modified by this Agreement**

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

**1. PREGNANCY LEAVE BENEFITS**

Common Central Provisions

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

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

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

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

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

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

## **3. Short Term Paid Leaves**

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

## **4. Retirement Gratuities**

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

## **PART B - LOCAL TERMS**

### **ARTICLE 1 – PURPOSE**

- 1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as “the Agreement”, to set forth the terms which have been mutually agreed upon and which shall be applicable to all teachers of the Bargaining Unit, including teachers on a Letter of Permission during the currency of the letter of permission and the Employer during the effective period of the Agreement.
- 1.02 It is the intent of the parties to maintain harmonious relationships in the co-operative endeavour to deliver the highest quality of educational services to students in the secondary panel.

### **ARTICLE 2 – EFFECTIVE PERIOD**

- 2.01 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 2.02 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall have the meaning ascribed to them in the Ontario Labour Relations Act, the Education Act, and the School Board Collective Bargaining Act.

### **ARTICLE 3 – RECOGNITION**

- 3.01 The Employer recognizes the OSSTF as the exclusive bargaining agent of all teachers, including temporary teachers (teachers on a Letter of Permission) as defined in the Education Act, who are employed in its secondary panel.
- 3.01.01 The Surplus and Redundancy provisions (Article 21) shall not apply to temporary teachers.
- 3.01.02 Should a temporary teacher, while on the currency of a Letter of Permission, receive an Interim Certificate of Qualifications or Certificate of Qualifications from the Ontario College of Teachers, the temporary teacher shall
- a. no longer be considered a temporary teacher and shall be considered a teacher under the Education Act;
  - b. have an entitlement; and
  - c. have rights to the Surplus and Redundancy provision recognized at the date of their certification.
- 3.02 OSSTF members who are appointed to "Out of School Assignments" as per Article 43 into the position of Consultant/Coordinator/Special Assignment Teacher shall be deemed to perform the majority of their duties in the secondary panel and shall retain their OSSTF Bargaining Unit affiliation for the period they remain in the position.

- 3.03 The Employer recognizes the negotiating team appointed by the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.04 The Parties recognize the right of each to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.05 In negotiations for a new or renewal collective agreement, each of the parties recognizes the right of the other party to be represented by a committee of not more than six (6) persons, inclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions that may be made from time to time.
- 3.06 The Employer and the Bargaining Unit agree that all letters and appendices attached shall form an integral part of the Collective Agreement.

#### **ARTICLE 4 – CATEGORY DEFINITIONS AND TEACHER QUALIFICATIONS**

- 4.01 Category definitions shall be those established by the Ontario Secondary School Teachers' Federation or by the Qualifications Evaluation Council of Ontario (QECO), the provider stated in Section C6.00 of Part A – Central Terms. For the purpose of salary categorization the Employer recognizes the Certification Rating Statement issued by the OSSTF Certification Division or by QECO. Teachers shall be paid in accordance with their Certification Rating Statement based on the current Ontario Secondary School Teachers' Federation Certification Plan or by QECO.
- 4.02 It shall be incumbent upon the teacher to provide documented proof in the form of a Group Rating Statement from the OSSTF or by QECO as to the teacher's appropriate group classification in accordance with Article 4.01 hereof.
- 4.03 A teacher who qualifies for a change in category shall receive the appropriate differential remunerative amount within thirty (30) days of receipt of the revised Certification Rating Statement by the Employer. Where documents are submitted to OSSTF or by QECO on or before December 31<sup>st</sup>, a teacher shall receive an adjustment in salary retroactive to September 1<sup>st</sup> of that school year. The teacher shall notify the Employer in writing of such a submission being made. Where documents are submitted to OSSTF or by QECO on or after January 1<sup>st</sup>, and on or before June 30<sup>th</sup>, a teacher shall receive an adjustment in salary retroactive to January 1<sup>st</sup> of that school year, when the notification of the change is subsequently received. Notwithstanding the above, teachers, who have given written notice to the Employer that they have made application for such change in category, and who through no fault of their own are unable to provide the Certification Rating Statement by December 31<sup>st</sup> or June 30<sup>th</sup>, shall not be penalized.
- 4.04 All teachers employed on Letters of Standing shall be paid according to their Letter of Evaluation from OSSTF or by QECO with the appropriate category placement.
- 4.05 All teachers employed on Interim Certificates of Qualifications shall be paid according to their Letter of Evaluation from OSSTF or by QECO with the appropriate category placement.

## ARTICLE 5 – SALARY SCHEDULE

- 5.01 For each teacher, the teacher’s annual salary shall equal the teacher’s base salary plus allowances.
- 5.02 Part-time teachers shall be paid their salary in the ratio that the teacher’s scheduled time bears to that of a full-time teacher.
- 5.03 Effective the Sept 1, 2019, the salary schedule for every teacher shall be as follows:

Years of Experience	Step	Group 1	Group 2	Group 3	Group 4
0	1	49,410	50,741	53,304	56,529
1	2	52,067	53,670	56,714	60,415
2	3	54,722	56,736	60,124	64,303
3	4	57,379	59,806	63,527	68,191
4	5	60,033	62,870	66,935	72,079
5	6	62,689	65,937	70,848	75,975
6	7	65,350	69,001	74,756	79,871
7	8	68,414	72,071	78,670	83,765
8	9	71,480	75,137	82,581	87,661
9	10	75,021	78,683	86,949	92,089
10	11	78,558	82,234	91,315	96,521
11	12	82,099	85,779	95,685	100,948

Effective the Sept 1, 2020, the salary schedule for every teacher shall be as follows:

Years of Experience	Step	Group 1	Group 2	Group 3	Group 4
0	1	49,905	51,249	53,838	57,095
1	2	52,588	54,207	57,282	61,020
2	3	55,270	57,304	60,726	64,947
3	4	57,953	60,405	64,163	68,873
4	5	60,634	63,499	67,605	72,800
5	6	63,316	66,597	71,557	76,735
6	7	66,004	69,692	75,504	80,670
7	8	69,099	72,792	79,457	84,603
8	9	72,195	75,889	83,407	88,538
9	10	75,772	79,470	87,819	93,010
10	11	79,344	83,057	92,229	97,487
11	12	82,920	86,637	96,642	101,958

Effective the Sept 1, 2021, the salary schedule for every teacher shall be as follows:

Years of Experience	Step	Group 1	Group 2	Group 3	Group 4
0	1	50,405	51,762	54,377	57,666
1	2	53,114	54,750	57,855	61,631
2	3	55,823	57,878	61,334	65,597
3	4	58,533	61,010	64,805	69,562
4	5	61,241	64,134	68,282	73,528
5	6	63,950	67,263	72,273	77,503
6	7	66,665	70,389	76,260	81,477
7	8	69,790	73,520	80,252	85,450
8	9	72,917	76,648	84,242	89,424
9	10	76,530	80,265	88,698	93,941
10	11	80,138	83,888	93,152	98,462
11	12	83,750	87,504	97,609	102,978

- 5.04 Each teacher shall be placed on the salary schedule in accordance with their category rating statement and recognized years of teaching experience. Until a category rating statement has been provided by the teacher, such teacher shall be paid on Group 1 of the salary schedule.
- 5.04.01 Should a temporary teacher, while on the currency of a Letter of Permission, receive an Interim Certificate of Qualifications or Certificate of Qualifications from the Ontario College of Teachers, the temporary teacher shall be retroactively paid to the date of hire as a temporary teacher, at the appropriate Group.
- 5.05 For initial grid placement, the following provisions shall apply:
- a. all teaching experience, including long-term occasional teaching experience, acquired in a secondary or elementary school in Canada.
  - b. other teaching experience deemed relevant by the Employer to the teacher's assignment shall be recognized to the maximum for the applicable category, such as continuing education credit courses, teaching experience in a College of Applied Arts and Technology, University, or Faculty/College of Education or teaching in an elementary or secondary school outside Canada shall be recognized on the basis of one grid step for every year of such experience to maximum of category.
  - c. other related experience in a profession, industry or trade, deemed relevant by the Employer to the teacher's assignment shall be recognized on the basis of one grid step for every two years of such experience to maximum of category and provided that such experience has not been used to satisfy entrance requirements to a Faculty of Education in pursuit of a degree or diploma in education.
  - d. the teacher will make every reasonable effort to ensure that the Human Resources Department is provided all relevant documentation as per 5.0.5 a), b), c).
  - e. where the sum of experience calculated in a, b, c above results in partial years 0.5 or greater shall be rounded up and 0.4999 or lesser shall be rounded down.



f. incremental advances on the salary grid shall be implemented as of September 1<sup>st</sup> of each year.

5.06 For purposes of advancing on the salary schedule, full-time teaching, part-time teaching and periods of less than a year shall be accumulated. This includes teaching experience from continuing education credit courses or elementary teaching experience with the Employer.

This shall also include teaching experience in an elementary or secondary school within Canada. It is understood that only experience from September 1, 2015 forward shall be considered. The teacher must provide official confirmation of experience to the Board no later than September 30<sup>th</sup> each following year.

Effective on and after September 1, 2002, a part-time teacher who obtains an additional assignment as a long-term occasional teacher of the Employer, shall have such teaching experience recognized for the purpose of advancing on the salary schedule.

- a. Such experience outlined above shall be added to previously accumulated experience. Where the accumulated total results in partial years, 0.5 or greater shall be rounded up and 0.499 or lesser shall be rounded down.
- b. In no event shall the accumulation of such experience exceed one full year's credit within the period from September 1 to August 31, inclusive.
- c. Incremental advances on the salary grid shall be implemented as of September 1<sup>st</sup> of each year.

5.07 A teacher who has a post graduate degree that is not used for category placement for that teacher shall receive an annual allowance as provided below:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
A Master's Degree	\$1,064/a	\$1,075/a	\$1,086/a
Ph.D. or Doctorate	\$1,466/a	\$1,481/a	\$1,496/a

5.07.01 In no case shall a teacher receive more than one (1) allowance under this article. An eligible teacher holding a Ph.D. degree or Doctorate will be paid for the higher degree only.

5.07.02 The onus shall be on the teacher to provide a statement that a degree other than from a Canadian university is recognized by a Canadian university or by the Ontario Ministry of Education.

5.07.03 Notwithstanding Article 5.07 above, effective September 1, 2008 teachers who are in receipt of an additional degree allowance as provided for by the former Prescott-Russell predecessor Board, shall continue to receive an annual Master's degree allowance, or an annual Ph.D. allowance as provided below:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
A Master's Degree	\$1,380/a	\$1,394/a	\$1,408/a
Ph.D. or Doctorate	\$1,593/a	\$1,609/a	\$1,626/a

5.07.04 No teacher in receipt of post graduate degree allowance(s) prior to September 1, 2004, shall be negatively impacted.

5.08 Program Leaders shall receive an annual allowance above grid placement in accordance with the following:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
Program Leaders	\$4,625/a	\$4,672/a	\$4,719/a

5.08.01 Should a teacher begin or end a Program Leadership Position that occurs out of cycle, the allowance identified in Article 5.08 will be pro-rated with the following formula:

Monthly Rate: Yearly Rate divided by 10

a) Obtain a Position:

- Between the 1<sup>st</sup> to the 15<sup>th</sup> of a month, they shall be paid for a full month;
- Between the 16<sup>th</sup> to the end of a month, they shall be paid for half of a month;

b) Vacating a Position:

- Between the 1<sup>st</sup> to the 15<sup>th</sup> of a month, they shall be paid for a half of a month;
- Between the 16<sup>th</sup> to the end of a month, they shall be paid for a full month;

This only applies to Program Leadership Positions that do not fall under the standardized two-year cycle.

5.09 Education Coordinators shall receive an annual allowance above grid placement in accordance with the following:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
Coordinators	\$7,207/a	\$7,280/a	\$7,353/a

5.10 No teacher covered by this agreement shall be paid more or less than any other teacher of equal qualifications, recognized experience and responsibility.

5.11 Employment Insurance Rebate

The Employer shall pay to the Bargaining Unit forthwith on or before the end of each school year, the Employment Insurance rebate applicable to the Bargaining Unit members and provide to the President of the Bargaining Unit full particulars with respect to the amount remitted.

## **ARTICLE 6 – METHOD OF PAYMENT**

- 6.01 Teachers shall be paid their annual salary entitlement in twenty-six (26) biweekly instalments. Salary, subject to statutory or other authorized deductions, shall be paid on Fridays, by direct deposit to a financial institution, which participates in the National Electronic Funds Transfer System, as determined by the teacher.
- 6.02 A teacher, who leaves the employ of the Employer or commences an unpaid leave of absence during the school year, shall be paid any salary owing less required deductions up to the last day worked. Such payment shall be made within thirty (30) days of the termination of employment or commencement of a leave.
- 6.03 Full-time teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to date of retirement/resignation or commencement of the leave. Salary shall be prorated accordingly.
- 6.04 For a teacher leaving active employment during a semester, the calculation of salary owing shall be prorated during the semester based on the ratio of the number of days worked by the teacher over the number of work days in the semester.

## **ARTICLE 7 – UNION DUES**

- 7.01 Pursuant to the Ontario Labour Relations Act on each pay date on which an employee is paid, the Employer shall deduct from each employee covered by this agreement the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining unit and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 7.02 The OSSTF dues deducted in 7.01 shall be remitted to the  
Treasurer of OSSTF  
60 Mobile Drive  
Toronto, Ontario  
M4A 2P3
- no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, salary for the period, and the amount deducted as well as their home address and phone number. The Employer shall provide to the President of the Bargaining unit, on a monthly basis, documents to support all deductions from the pay of members in regard to OSSTF dues and levies.
- 7.03 The local levy specified by the Bargaining Unit in 7.01, if any, shall be deducted and remitted to the President of the Bargaining Unit, no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, salary for the period, and the amount deducted. Any monies so deducted under Article 7.00 shall be reflected as a deduction on employees' T4 slips.

- 7.04 OSSTF shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

## **ARTICLE 8 – PAYROLL DEDUCTIONS**

### **8.01 Registered Retirement Savings Plans**

The Employer shall administer a registered retirement savings plan through payroll deductions with the Ontario Teachers' Group. Teachers contributing to an RRSP payroll deduction plan may participate in a monthly contribution program via payroll deduction.

- 8.02 The Employer's only responsibility would be to deduct and remit contributions and would be saved harmless from any other implications with respect to the establishment of these particular plans.

## **ARTICLE 9 – SENIORITY**

- 9.01 The Employer shall maintain a list of all Bargaining Unit members on staff with the Employer in order of acquired seniority.
- 9.02 Seniority shall be the length of continuous service with the Employer or its predecessor Employers as a Teacher of the Secondary Bargaining Unit from the first day worked after last being hired. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.
- 9.03 The seniority list shall be ordered such that the most senior teacher is at the top of the list and the most junior is at the bottom.
- 9.04 The seniority list shall be made available electronically with an electronic copy forwarded to the President of the Bargaining unit no later than March 1<sup>st</sup> of each school year.
- 9.05 On the seniority list, teachers shall have identified their first day worked after last being hired, their assigned workplace and their entitlement.
- 9.06 Errors in the calculation of a teacher's seniority shall be brought to the attention of the Employer and the Bargaining unit in writing by the Teacher within ten (10) working days of the posting of the list.
- i) Any such error shall be resolved in (a) meeting(s) between the Bargaining Unit and the Employer
  - ii) Such changes shall be recorded in writing and an amended seniority list established and posted electronically with an electronic copy forwarded to the President of the Bargaining unit within twenty (20) working days of the initial posting of the list.
  - iii) Subsequent changes to the list so established shall indicate only additions and deletions to the list.
- 9.07 Newly hired teachers shall be added to the seniority list based on their first day of work and tie breaking criteria as outlined in 9.08.

- 9.08 Should a tie occur based on the first day of work, the following criteria shall be used to break the tie, if necessary:
- i) total years of secondary teaching experience with the Employer or its predecessor Employers; THEN
  - ii) total years of teaching experience with the Employer or its predecessor Employers; THEN
  - iii) total years of secondary school teaching experience in Canada; THEN
  - iv) total years of secondary Long-Term Occasional teaching experience in Canada; THEN
  - v) total years of experience recognized for pay purposes as per article 5; THEN
  - vi) by lot conducted by the Director of Education or designate and the Bargaining Unit President or designate.

The above criteria shall be applied and shown on the seniority list in advance for all teachers identified in clause 9.05.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

## **ARTICLE 10 – STAFFING AND STAFFING GENERATION**

- 10.01 The FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, of 23 to 1 and is subject to any applicable amendments to the Education Act or regulations.

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

- 10.02 The number of FTE guidance teachers shall be calculated in accordance with the funding regulations.
- 10.03 The number of FTE teacher librarians shall be calculated in accordance with the funding regulations.
- 10.04 Allocations to Section 23 programs, Special Education and to central support positions shall be determined by the Employer in accordance with the provincial funding generated for each of these areas and budget decisions of the Employer.
- 10.05 The number of FTE staff allocated to schools for credit courses shall be used in the area for which it has been allocated.

## **ARTICLE 11 – JOINT SECONDARY STAFFING REVIEW COMMITTEE**

- 11.01 A Joint Secondary Staffing Review Committee shall be established by September 30 and maintained from year to year.
- 11.02 The Joint Secondary Staffing Review Committee shall be established with equal representation between the Employer and the Bargaining Unit as follows:

- three (3) Union representatives, as designated by the President of the Bargaining Unit
  - three (3) Employer representatives, as designated by the Director of Education
- 11.03 The Employer shall determine the total number of FTE teachers required for the next school year based on the requirements of legislation, the projected enrolment and the provisions of the collective agreement. The Joint Secondary Staffing Review Committee shall review the calculations and the resulting system-wide and school allocations to classroom credit courses, Guidance, Library, non-credit Special Education, e-Learning and Student Success.
- Following review of the system and school allocations by the Joint Secondary Staffing Review Committee, the Employer shall advise the principals of the school and system allocations described in Article 11.03 above.
- 11.04 The Joint Secondary Staffing Review Committee shall review the distribution of each school's allocation to classroom credit courses, Guidance, Library, non-credit Special Education, e-Learning and Student Success at least twice during the school year.
- 11.05 The Employer shall provide the Joint Secondary Staffing Review Committee with each school's timetable showing each teacher's assignment no later than five (5) weeks from the start of first semester and no later than three (3) weeks into the second semester.
- 11.06 The Joint Secondary Staffing Review Committee shall monitor the application of surplus and redundancy procedures, as set out in Article 21.

## **ARTICLE 12 – IN-SCHOOL STAFFING COMMITTEE**

- 12.01 An In-School Staffing Committee shall be established by September 30 and maintained from year to year in each secondary school.
- 12.02 The In-School Staffing Committee shall be comprised of the following school personnel:
- the OSSTF Branch Steward or designate;
  - a second representative from the Branch Executive;
  - the Principal;
  - the Vice-Principal.
- 12.03 The role of the In-School Staffing Committee shall be:
- to review the staffing allocation provided to the school, as described in Article 11.03 above;
  - to review class size data records for co-op education teachers;
  - to review the instructional and supervisory assignments of Teachers as determined by the Principal;
  - to review the list of Teachers who are declared redundant;
  - to review preliminary determinations regarding Teachers who may be surplus to the school, prior to such surplus declarations;

- 12.04 The Committee may seek the advice of the Joint Secondary Staffing Review Committee on matters within the scope of the Committee's authority.
- 12.05 The In-School Staffing Committee shall meet as required in the spring prior to the Staff Placement Meeting, once prior to the end of September, and within three weeks following the commencement of second semester.

## **ARTICLE 13 – TEACHER WORKLOAD**

- 13.01 Each full-time Teacher shall be assigned a maximum of 6.0 periods in a school year.
- 13.01.01 In schools where Multi-Subject Instructional Periods (MSIP) exist, assignments in one 60-minute period shall count as one period of assignment.
- 13.01.01.01 For each period of assignment defined in 13.01 allocated in a semester, a teacher shall be assigned an additional 22.5, 60-minute periods in that same semester. Such additional assignments shall be to an MSIP period.
- A teacher assigned to a non-credit course in a semester may be assigned, in lieu of MSIP periods, the additional 22.5, 60-minute periods within the same non-credit course assignment in that same semester. The teacher shall be advised prior to the beginning of the semester.
- A teacher shall not be assigned more than one MSIP period (or equivalent) per day.
- 13.01.01.02 No more than 31 students shall be allocated to any one MSIP period.
- 13.01.02 In schools in which a 5th-period exists and is not defined in 13.01.01, one 60-minute period per day shall count as a repeat period.
- 13.01.02.01 A teacher shall not be assigned more than one repeat period per day.
- 13.01.02.02 Class caps for repeat periods shall be the same as the course in which is being repeated.
- 13.01.03 When making such assignments to a Teacher, the Principal shall limit the number of half-credit assignments to two (2) per year and consider the preference of the teacher with respect to a half-credit assignment. Upon consent, in writing, a teacher may accept more than two (2) half-credit assignments per year.
- 13.01.04 The Principal shall make every reasonable effort to limit a teacher's assignment of multi-level, multi-grade or multi-subject courses to one per year.
- 13.02 To ensure the safety of students and to support the learning environment, teachers will be assigned additional Alternative Professional Assignments which shall be comprised of a combination of on-calls, student supervision, student mentorship and teacher mentorship.

13.02.01 On an annual basis, teachers shall be assigned the following total number of half-periods of Alternative Professional Assignments:

Effective Date	# of half-periods in Non-MSIP School	# of half-periods (30 minute) in MSIP School
Sept 1, 2019	42	52

13.02.02 No more than 60 percent of the half-periods as outlined in Article 13.02.01 shall be assigned as on-calls to any teacher.

13.02.03 Supervision assignments may include study hall, lunch duty, Computer Site Administration, bus supervision, and/or other supervision of students, as determined by the Principal in consultation with the In-School Staffing Committee. All such supervision assignments will be distributed equitably amongst teachers.

13.02.04 A teacher shall not be assigned more than one (1) half period of supervision, or on-call in a day or more than two (2) half periods in one week. Notwithstanding the above, upon mutual agreement between the teacher and the principal, a teacher may be assigned two (2) half periods of on-call, or a half period of supervision with a half period on call, in one day.

13.02.05 Alternative Professional Assignments shall be exclusive of the daily 5-minute home form and shall be assigned within the school day.

For the time where the OSSTF worksite Health and Safety Representatives do site inspections outside of their assigned time, the representative shall be credited with Alternative Professional Assignments equal to the time outside of their assigned time.

13.03 A part-time Teacher’s workload, as defined in Article 13.01 and 13.02, shall be prorated in the ratio that the teacher’s assignment bears to a full-time assignment. Such prorating shall be administered in accordance with the following chart:

# of Periods assigned during the School Year	Yearly FTE Status
6	1.00
5	0.83
4	0.67
3	0.50
2	0.33
1	0.17

13.04 Teachers shall not be assigned duties during the instructional day, other than those outlined above. Time during the instructional day not assigned shall be used by the Teacher for preparation, marking and related professional duties. Time not assigned shall not be less than 4 periods per a 5 day work week.

13.05 Except by mutual agreement of the classroom teacher, the Board and the Bargaining Unit, no Teacher shall be assigned more than 3.0 of the 6.0 assignments as per article 13.01, in a semester.



13.06 Unless otherwise agreed by the Employer and the Bargaining Unit, periods shall be:

Timetable	4 Period Day	5 Period Day
Minutes per period of assignment	75	60

13.07 No Teacher shall be assigned more than 225 consecutive minutes of time without a break of a minimum of ten (10) consecutive minutes.

13.08 Each Teacher shall have a scheduled interval between classes for a lunch break which shall be not less than forty (40) consecutive minutes every day and which shall be free of any assigned duties and between the hours of 10:00 a.m. to 1:30 p.m. in schools where the first instructional period normally begins prior to 8:30 a.m., 10:30 a.m., and 2:00 p.m. otherwise.

13.09 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.

13.10 The following maximum class sizes shall not be exceeded:

	Effective Sept 1, 2014	
	Max	Flex
University	29, +1	
Academic	27, +1	
University/College	27, +1	
College	27, +1	
Applied, Open (intermediate level)	23, +1	
Open (senior level)	26, +1	
Workplace	18, +1	
Essential, Pathways, Workways, Literacy, Learning Strategies, PAL/Transitions	14, +1	
Technical Shops*, Family Studies practical classes where equipment being used poses a safety hazard	18, +1	
Co-op (each 1.0 credit assigned to a co-operative education teacher shall be deemed equivalent to a 1.0 pupil)	24, +1	
Dual Credits (each 1.0 credit assigned to a dual credit teacher shall be deemed equivalent to a 1.0 pupil)	21, +1	

*\*Grade 9 Integrated Technology courses where students use stationary powered equipment, compressed air tools, torches, hand-held power tools (designed to shape, cut, grind, or bore holes into materials), and/or equipment required by the Employer to have a "Stop" sign affixed to them shall be considered a class where "equipment being used poses a safety hazard", regardless of the frequency and regularity of use of such tools or equipment*

13.10.01 The maximum number of students in a class that contains more than one course shall be the lowest maximum of the courses represented.

13.10.02 Prior to the twelfth (12th) working day of the first and second semester, a class may exceed the maxima outlined in this article.

13.10.02.01 By the twelfth (12<sup>th</sup>) working day of the first and second semester, an individual teacher's class size may be no more than the maximum, plus the applicable flexibility for that class and no teacher's total number of students in a semester shall exceed the sum total of the

applicable maxima (excluding the applicable Flexibility), plus three (3) students.

- 13.10.03 Students registered and assigned to a teacher in a semester for 3-credit or 4-credit co-op shall, for the purposes of counting maximum class size, count as 2.0 credits, provided the teacher is only assigned co-op in that semester or provided the teacher is assigned two (2) periods of co-op in that semester and both periods are either scheduled in the morning or in the afternoon.

In order to fulfill these duties, the co-op teacher shall be deemed to have completed the following number of APAs in that semester:

[(prorated yearly APA totals) X (the number of co-op periods  
assigned in that semester)  
divided by (the total number of periods assigned in the year)]

The co-op teacher shall also be deemed to have completed the following number of MSIP assignments in that semester:

[(22.5 periods of MSIP) X  
(the number of co-op periods assigned in that semester)]

- 13.10.04 The Employer and the union shall work cooperatively to monitor the application of the class size maxima. In doing so, the Employer shall provide OSSTF with reports and data that may be agreed by the parties and actual counts of the co-op credits assigned to each co-op teacher for each co-op period, initialled by the Principal and the co-op teacher.

The Joint Secondary Staffing Review Committee shall decide the class size for any course that appears not to fit within the parameters of the chart.

13.11 Mixed Schools

OSSTF member's assigned workload below the grade 9 level shall be required to provide consent, in writing, prior to beginning of the assignment, annually. The Employer shall notify the Bargaining Unit of the assignment prior to the beginning of the assignment, annually.

## **ARTICLE 14 – SCHOOL YEAR**

14.01 The length of the school year shall be the minimum required under the Education Act.

14.02 A Teacher shall not be required to work any days preceding the official start of the school year for students, unless the school year calendar must include a day preceding the official start of the school year for students in order to comply with the minimum number of days in a year under the Act.

14.03 Teachers who agree with a written request from the Employer to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled at the time of their choosing during the course of the school year. No more than ten percent (10%), increased to the next highest whole number, of the teachers in any one school shall use the compensating days or personal days on any

one day. The duties of the Teacher who is taking compensating days shall not be assigned to another member of the Bargaining Unit.

## ARTICLE 15 – BENEFITS

### 15.01 Benefits

15.01.01 Benefits are provided in Section C7.0 of Part A – Central Terms.

15.02 A spouse is defined as a person in a same-sex relationship, a common law relationship, or in a married relationship.

### 15.03 Long-Term Disability

Long-term disability provisions are provided in Section C7.11 of Part A - Central Terms

### 15.04 Employee & Family Assistance Program

Each teacher covered by this agreement shall have access to the Board’s Employee & Family Assistance Program. Family coverage shall include the teacher, their spouse, and/or dependent children as defined in the benefit plan.

## ARTICLE 16 – SICK LEAVE AND GRATUITY

16.01 Sick leave provisions are also provided in Section C9.0 of Part A - Central Terms.

16.02 The Employer may require certification by a physician or a licentiate of dental surgery to support absences related to sickness. Such certification shall normally be required after five (5) consecutive working days. Upon production of a receipt, the Employer shall reimburse the teacher for the cost of obtaining such certification.

16.03 The Employer shall maintain a record of the teacher’s credited sick leave and shall inform the teacher as to the crediting of the teacher’s sick leave.

### 16.04 Retirement Gratuity

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

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

16.04.01 A teacher retiring from the teaching profession for the reason of health or age (the age at which a teacher is in receipt of a pension from the Teacher’s Pension Plan Board), or any reason approved by the Board after (10) or more years of continuous service with the Board or predecessor Boards, shall be entitled to a retirement gratuity to a maximum of two hundred (200) days calculated using the following:

$$\frac{\text{Length of Service in years (maximum 20 years)} + 5}{50} \times \text{Sick Day Credits (Maximum 200 days)} \times \frac{\text{Annual salary at the time of retirement}}{200}$$

16.04.01.01 Notwithstanding, any teacher hired prior to January 1, 1998 by the Leeds-Grenville, predecessor Board, shall be deemed, for the purposes of Article 16.04.01, to have 10 years or more of continuous service and shall be deemed to have 20 years of length of service for calculation purposes.

16.04.01.02 Notwithstanding, any teacher hired by the Lanark predecessor Board on or after September 1, 1978 (excluding those teachers on the permanent or probationary staff as of August 31, 1978) and prior to January 1, 1998, shall, effective September 1, 2004, receive a retirement gratuity calculated in 16.04.01.

Any teacher on the permanent or probationary staff as of August 31, 1978 in the former Lanark predecessor Board shall receive a retirement gratuity calculated in 16.04.01, OR

$$\frac{\text{Number of Years' Continuous Service (Maximum 25)}}{100} \times \text{Last Annual Salary Rate}$$

...whichever produces the greater result.

16.04.02 The retirement gratuity shall not exceed an amount equal to one-half (1/2) the annual salary of the teacher at the time of retirement.

16.04.03 In the event of the death of a teacher, either before or after retirement, benefits, if any, arising from this plan shall be paid to the named beneficiary in a letter sent to the Board by the teacher. If no letter has been sent to the Board by the teacher, benefits shall be paid to the estate of the deceased teacher.

16.04.04 Teachers who meet the definition for retirement as defined above and are in the last calendar year within which they are eligible for the commuted value of their pension, and take the commuted value of their pension, are deemed upon their retirement to be retired with pension and are eligible for their retirement gratuity in accordance with Article 16.04 of this collective agreement.

Note: It is understood that a teacher who has retired from the Board under Article 16.04.01 who has taken commuted value under Article 16.04.04 shall not be eligible to receive another retirement gratuity.

16.05 There may be times when an independent medical examination (IME) is required. Should an IME occur, the member shall receive a copy of the IME report.

## ARTICLE 17 – LEAVES OF ABSENCE

### 17.01 Short-term Leaves

A teacher shall be granted a leave of absence with continuation of salary, benefits, and other entitlements in the following circumstances.

- 17.01.01 Bereavement and/or matters relating to the death of:
- 1) a spouse, parent, ward or a person in loco parentis, sibling, child, mother-in-law, father-in-law; a maximum of five (5) working days inclusive of burial at a later date.
  - 2) a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild; a maximum of three (3) working days inclusive of burial at a later date.
  - 3) an aunt, uncle, niece, nephew, spouse's grandparents or a close friend; a maximum of one (1) working day.
- Note: When the burial is occurring at a later date, a request for leave must be provided to the Principal 48 hours prior to the day of the leave.
- 17.01.02 The serious illness of a spouse, child or parent, up to a maximum two (2) days.
- 17.01.03 For working days on which the teacher is required to serve as a juror.
- 17.01.04 For working days on which the teacher is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- 17.01.05 For working days on which the teacher is subject to subpoena as a witness in judicial or tribunal proceedings to which the teacher is not an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the teacher is to give testimony.
- 17.01.06 Attendant on and coincident with the observance by the teacher of their religion to a maximum of five (5) days in a school year.
- 17.01.07 When in the opinion of the Principal or Vice-Principal, it is considered hazardous for teachers to travel to or from school or to be in school, then the teacher shall be excused so long as the hazard exists. If, in the opinion of the teacher, it is hazardous to travel, and the Principal disagrees, then the teacher shall have deducted one (1) day credit from a maximum of five (5) days per school year.
- 17.01.08 A teacher shall be entitled to two (2) personal leave days per school year for serious personal reasons. No more than ten percent (10%) of the teachers in any one school shall use the personal leave days on any one day. Except for unforeseen circumstances, the teacher shall make the request to the Principal at least twenty-four (24) hours in advance.
- 17.02 At the discretion of the Superintendent of Human Resources or designate, extension of leaves may be approved for a teacher on the terms and conditions as indicated in the written response to the request.
- 17.03 Family Medical Leave or Critically Ill Child Care Leave
- Family Medical Leave and Critically Ill Child Care Leave provisions are also provided in Section C8.0 of Part A - Central Terms
- 17.03.01 A teacher returning from Family Medical Leave or from Critically Ill Child Care Leave shall be re-instated to the same position held in the same worksite

prior to the leave, subject to the application of Surplus/Redundancy provisions.

#### 17.04 Union Leaves

17.04.01 Leave of absence with continuation of salary, benefits and other entitlement shall be granted for Union activities in the district subject to the following limitations:

- a) A maximum of three (3.0) full-time equivalent teachers in any school year, provided that such leave for any teacher shall be in blocks of 0.5 or 1.0 only.
- b) Written request to the Superintendent of Human Resources or designate not later than May 15<sup>th</sup> in the school year preceding the leave identifying the teachers who will be on Union leave in the first semester and second semester of the following school year, or not later than December 15<sup>th</sup> in the current school year for Union leave in the second semester.
- c) Re-imbursement by the Bargaining Unit for the salary and benefits of replacement teachers. The salary cost of the replacement teachers shall be deemed to be those of a category 3 step 0 teacher on the salary grid and the twelve (12%) percentage for benefits for each full-time equivalent number of leaves taken. Effective this Employer's Participation Date in the Trust (as defined in the Central Terms), the salary cost of the replacement teachers shall be deemed to be those of a category 3 step 0 teacher on the salary grid for each full-time equivalent number of leaves taken.
- d) On return from Union leave, a teacher shall return to his/her school in a position similar to that held at the commencement of the leave and subject to Surplus/Redundancy provisions.

17.04.02 Members on Union Leave who access any paid and/or statutory leave as provided for in the Collective Agreement and/or in legislation shall be replaced by a member identified by the Bargaining Unit. Such replacement shall be at no additional cost to the Bargaining Unit.

#### 17.05 Other Union Leaves

17.05.01

- a) A teacher who has been elected or appointed to an office with the provincial executive of OSSTF shall be granted a leave of absence for up to two (2) consecutive terms of office without salary, benefits or other entitlements provided written notice has been given to the Superintendent of Human Resources or designate on or before March 31<sup>st</sup> in the school year preceding the commencement of the leave.
- b) A teacher returning from a provincial Union leave shall so notify the Superintendent of Human Resources or designate in writing on or before March 31<sup>st</sup> in the school year preceding the return to teaching duty.
- c) On return from Union leave, a teacher shall return to their school in a position similar to that held at the commencement of the leave and subject to Surplus/Redundancy provisions.

d) Notwithstanding 17.05.01 a), the Employer may grant leave for (an) additional term(s).

17.05.02 Upon application to the Superintendent of Human Resources or Designate, by the OSSTF District 26, release time shall be granted to teachers to carry out Union activities at a local or provincial level. OSSTF District 26 shall reimburse the Employer, for the actual occasional teacher costs incurred in the release time of the teacher. Such release time shall not exceed two hundred (200) school days.

17.05.03 The Employer shall assume the occasional teacher costs for replacing teachers when Union representation is required by the Employer at meetings.

17.05.04 The Employer shall assume the occasional teacher costs, if any, to a maximum of four (4) teachers per meeting, to participate in collective bargaining with the Employer.

#### 17.06 Teacher Self-Financed Leave Plans

17.06.01 Teachers enrolled in self-financed leave plans with the predecessor Employer shall have those plans honoured by the Employer.

17.06.02 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:

- a) One (1) semester deferral of one-quarter of annual salary in the semester followed by one (1) semester of leave.
- b) Two (2) semester deferral of one-third of annual salary in the year followed by one (1) semester of leave.
- c) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave.
- d) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave.
- e) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.

##### 17.06.02.01 Other Teacher Self-Financed Leave Plans

In these cases, the semester off must be taken in the final year of the Plan.

- Two (2) years deferral of one-fifth of annual salary in each year, followed by one semester of leave
- Five (5) Semesters or 2.5 years deferral of one-sixth of annual salary in each year, followed by one semester of leave.
- Three (3) years deferral of one-seventh of annual salary in each year, followed by one semester of leave.
- Seven (7) Semesters or 3.5 years deferral of one-eighth of annual salary in each year, followed by one semester of leave.
- Four (4) years deferral of one-ninth of annual salary in each year, followed by one semester of leave.

- Nine (9) semesters or 4.5 years deferral of one-tenth of annual salary in each year, followed by one semester of leave.

The amount of the current compensation amount deferred by the teacher under the plan cannot exceed 33 1/3% in any calendar year in accordance with the Income Tax Act.

Interest paid on trust fund accounts shall be the rate received by the Employer from its Chartered Bank and shall be calculated and credited in accordance with the chartered bank's regular schedule. Interest to be paid by the teacher on money advanced by the Employer shall be calculated in the same manner.

The year or semester (one-half) year leave may be taken in the second, third, fourth, or fifth year of the plan.

17.06.03 Application

A written application shall be delivered to the Superintendent of Human Resources or designate not later than April 1<sup>st</sup> in which is described the applicant's proposal with respect to a plan of salary holdback and timing of leave of absence.

17.06.04 Approval or Denial

The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or the reason for denial shall be delivered to the applicant not later than seven (7) working days from April 1<sup>st</sup>.

17.06.05 Definition

Entry into the plan shall be effective only on September 1<sup>st</sup>, and the duration of a leave of absence under this plan shall be from September 1<sup>st</sup> to August 31<sup>st</sup> unless by mutual agreement between the teacher and the Employer.

17.06.06 Salary Holdback

The salary withheld as per clause 17.06.02 shall be placed in an individual trust account in the name of the teacher. A statement, of the teacher's account, will be issued by the Employer to the teacher at the end of the school year.

17.06.07 Payment

- a) The teacher shall receive a salary in each year of the plan as determined by the 17.06.02.
- b) If the amount received by the teacher during the leave is more than the accumulated amount in that teacher's account, the teacher shall repay the difference plus interest. Repayment will be made by withholding a portion of the teacher's salary, in accordance 17.06.02, until the full balance is paid.



#### 17.06.08 Benefit Plans

- a) Throughout the deferral, teacher's benefits shall be maintained as per the applicable Collective Agreement. During the leave, teachers may maintain benefits at their sole cost.
- b) The year or semester of absence shall not represent a break in service so far as seniority is concerned.
- c) There shall be neither accumulation nor utilization of sick leave credits during the year or semester of absence.
- d) The Employer and teacher shall comply with the regulations governing the Ontario Teacher's Pension Plan and Revenue Canada which may be amended from time to time.

#### 17.06.09 Termination

- a) A teacher may withdraw from the originally agreed upon plan up to and including the 15th day of April preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust including accrued interest shall be paid to the teacher within sixty (60) days following delivery to the Superintendent of Human Resources of written notification of withdrawal.

A member who is approved for self-funded leave on or after the date of ratification, and subsequently withdraws shall be subject to a \$200, one-time, administrative fee. This fee may be waived by the Superintendent of Human Resources if there are extenuating circumstances, which cause the member to withdraw from the plan.

- b) A declaration of redundancy shall be deemed to be written notice of withdrawal delivered to the Superintendent of Human Resources on the effective date of redundancy.
- c) In the case of death of a teacher prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the teacher within sixty (60) days following the date of death. In the case of the death of the teacher during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the teacher within sixty (60) days following the date of death.

#### 17.06.10 Contract

Each teacher who is a participant in the plan shall execute a contract wherein are set out the terms and conditions of participation in the plan.

### 17.07 Part-Time Teaching at the Teacher's Request

- 17.07.01 All Teachers employed by the Employer for a period of one (1) year or more shall be eligible to reduce their teaching time during a school year, subject to the approval of the Superintendent of Human Resources or designate. Teachers shall not be allowed to reduce their teaching time in more than four (4) consecutive school years except by mutual agreement between the Employer and the Teacher. At the end of the period of reduced teaching

time, the teacher shall have the right to return to the teacher's previous entitlement, subject to the Surplus/Redundancy provisions.

17.07.02 For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked. Employees who have worked or are deemed to have worked for 50% of the school year, shall, be deemed to have worked 776 hours.

17.08 When a teacher is absent from duty as the result of an accident for which compensation is being received by the teacher in accordance with the provisions of the Worker's Safety and Insurance Act the Employer will supplement such compensation payments to the teacher to the full salary of the teacher. It is understood that such a teacher shall incur no loss of sick leave or seniority and shall also continue to receive benefits and other entitlements outlined in this collective agreement.

17.09 Unpaid Leaves of Absence

17.09.01 In addition to the various types of leaves described in this Article, the Employer at its discretion, may grant other leaves of absence.

17.09.02 Any leave granted under this article shall be subject to the following provisions:

- a) The request shall indicate the dates the leave is to commence and end and shall be made in writing to the Human Resources department, with a copy to the Principal and the President of the Bargaining Unit by April 1 of the current school year. In exceptional circumstances, this notification period may be waived.
- b) The length of the leave shall not exceed three (3) consecutive school years and, where possible, shall be taken in periods of time equivalent to a semester or a full school year.
- c) The Teacher granted such a leave shall return to the Teacher's school or site in a position similar to that held at the commencement of the leave, and subject to the Surplus/Redundancy provisions of the collective agreement.
- d) The leave shall be without salary, benefits or accumulated sick leave credits during the term of the leave and the Teacher shall retain the right to participate in all benefits, subject to the terms of the respective policies.

The Employer agrees to continue coverage of the Teacher's benefits in accordance with Article 15.

17.10 The Employer shall not unreasonably refuse a request in the granting of a leave. When a request has been refused, the teacher and the Teacher's Bargaining Unit President, shall receive a written response from the Superintendent of Human Resources or designate indicating the reason for such a refusal within seven (7) working days.

## **ARTICLE 18 – PREGNANCY / PARENTAL LEAVE**

### **18.01 Pregnancy Leave**

A teacher who is employed by the Employer for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Ontario Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.

A teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer one (1) week's written notice of their intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner or licensed midwife stating that they are able to resume work.

A teacher who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The teacher giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner or licensed midwife stating the expected birth date.

18.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to a teacher who adopts a child. It is understood that in cases of adoption, the teacher may have to cease duty immediately when the child becomes available; the teacher shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

### **18.03 Parental Leave**

Subject to the provisions of the Employment Standards Act, a teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to a parental leave.

Parental leave must normally begin when pregnancy leave ends, or within seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

The teacher may change the requested period of parental leave provided the teacher gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.

18.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to sixty-one (61) consecutive weeks, if the employee took a pregnancy leave, and sixty-three (63) consecutive weeks, otherwise. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves.

- 18.04.01 Teachers on pregnancy or parental leave shall be replaced by contract teachers in the first full semester of their leave. A teacher whose pregnancy/parental leave would normally terminate but who has been approved for a leave of absence until at least the end of the semester shall also be replaced by a contract teacher providing notice has been provided ahead of time.
- 18.05 For the full period of any pregnancy or parental leave granted under this Article, the Employer agrees to continue its contributions to the premiums for the benefit plans in which the teacher was enrolled at the commencement of the leave unless the teacher requests otherwise, in writing.
- 18.06 At the discretion of the Employer, pregnancy and parental leave may be granted to a teacher who has been employed with the Employer for less than thirteen (13) weeks.
- 18.07 Upon expiration of a leave granted under this Article, the teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same school, subject to 18.07.01 or 18.07.02. For leaves granted under 18.01, 18.02, and 18.03, the teacher shall endeavour to give the earliest possible notice of intent to return to duty, but must give written notice to the Principal at least (4) four weeks prior to returning to duty.
- 18.07.01 A teacher on pregnancy and/or parental leave who was exempted from the staffing process, who then exercises their statutory right to return early from the leave in accordance with the Employment Standards Act shall be subject to the following staffing process on their return:
- a) The position to which the teacher would return must be posted and filled by those teachers with Recall rights or those teachers on a Surplus Leave of Absence (SLOA) more senior than the teacher returning, using the criteria established in the collective agreement (qualifications, deemed qualifications, mutual consent).
  - b) After the process outlined in (a) the returning teacher shall be entitled to return to the number of sections available or remaining and may be placed on the Recall list or a Surplus Leave of Absence (SLOA) if there are not enough sections available or remaining.
  - c) The position to which the teacher would return is deemed to be comprised of the sections to which they would be assigned on their return to work taking into account their qualifications or deemed qualifications. Where the teacher has been replaced by a Long-term Occasional teacher (LTO), the position to which the teacher would return is deemed to be the position occupied by the LTO.
- 18.07.02 A teacher who was not exempted from the staffing process and who was therefore subject to the possibility of being declared surplus who subsequently gives notice of maternity or parental leave from which they return early, shall return to the position they were assigned prior to the leave during the same school year.

18.08 An employee may request an extension of parental leave. Such extensions shall be subject to the approval of the Director. Such leave shall be considered to include any parental leave granted.

18.09 Subject to the surplus/redundancy provisions and just cause provisions of this agreement, the Employer may not terminate or declare surplus or redundant an employee entitled to pregnancy and/or parental leave.

18.10 Part-time employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.

18.11 Nothing in this article shall remove from an employee any entitlement under the Employment Standards Act.

18.12 Parenting Leave

A teacher shall be entitled to a parenting leave of two (2) days with pay and without loss of benefits, seniority, or experience in any one school year in addition to the day of birth of the child to attend to and care for the child or family.

In the case of adoption, these two (2) days shall be taken at the time of taking custody, care and control of the child for the first time or at the time of taking legal custody.

18.13 Pregnancy/Parental Leave SEB-Plan

a) The Employer shall provide a Pregnancy/Parental Leave SEB-Plan for teachers under the Canada Employment Insurance Act. The Teacher's regular weekly earnings shall be determined by dividing the annual rate of salary at the commencement of each leave by one-hundred ninety-four (194) and multiplying by five (5) for the first six (6) weeks of Pregnancy Leave SEB-Plan, dividing the annual rate of salary at the commencement of each leave by fifty-two (52) otherwise.

Employees not subject to Employment Insurance benefits under S.38 of the Employment Insurance Act will receive an equivalent level of top-up benefit in accordance with the Quebec entitlement (QPIP).

b) Pregnancy Leave Benefits

- I. The Employer shall provide for permanent teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary as per X below for the birth of their child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- II. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- III. The teacher must provide the Board with proof that they applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- IV. Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- V. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable during that period of time.
- VI. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- VII. If an employee begins pregnancy leave while on an approved leave from the Employer, the above maternity benefits provisions apply.
- VIII. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- IX. Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits.
- X. Notwithstanding VIII. above, during the qualifying period of one (1) week in which no employment insurance benefits are payable, the Employer shall pay one hundred (100%) percent of the teacher's regular weekly earnings, (or as in the case of the QPIP, the Employer shall pay a weekly supplement equal to the difference between 100 percent of the teacher's weekly earnings and the weekly amount of the employee insurance benefit received). For the next five (5) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly supplement equal to the difference between one hundred (100) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received. For the remaining eleven (11) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly supplement equal to the difference between fifty-three (53) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received.
  - a. The payout should be as follows:
    - Week 1 – 100% salary
    - Week 2 – 100% salary Minus EI
    - Week 3 – 100% salary Minus EI
    - Week 4 – 100% salary Minus EI
    - Week 5 – 100% salary Minus EI
    - Week 6 – 100% salary Minus EI
    - Week 7 to Week 17 – 53% salary Minus EI

The Board will also pay an additional supplement equivalent of 100% of one week of the member's salary during Week 1 (100%+100%)

It is understood that the total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100%

pay and five (5) weeks of top-up from their EI rate to 100% of their regular pay.

c) Parental Leave Benefits

For employees taking parental leave, the Employer shall pay a weekly supplement equal to the difference between sixty-two (62) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received for a period of up to twelve (12) weeks. Should an employee be required to serve a one-week qualifying period in which no employment insurance benefits are payable during a period of parental leave, the Employer shall pay sixty-two (62) percent of the teacher's regular weekly earnings during this qualifying period and a weekly supplement equal to the difference between sixty two (62) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received for a further eleven (11) weeks.

## **ARTICLE 19 – PROGRAM LEADERSHIP POSITIONS**

19.01 The duties of a Program Leader shall include:

- Leadership in curriculum implementation within the program area
- Liaison with school administration
- Participation in meetings with other Program Leaders
- Administration of budgets and resources assigned to the program areas
- Formative assistance to teachers within the program area
- Supervision and/or co-ordination of subjects or programs within the area
- Assist teachers in the subject areas in maintaining proper standards and improving methods of instruction

19.02 It shall not be the responsibility of the Program Leader to make any summative judgment or evaluation of the performance of a teacher in the program area, to impose discipline on any such teacher, nor to participate in the selection process for Program Leaders, nor to assess teachers' comments made on students' formal reports.

19.03 A Program Leader shall be defined as a Bargaining unit member responsible for a program area. A Program Leader shall hold specialist qualifications in one of the subject areas included in the program area.

19.04 All Program Leadership positions shall be curriculum focused. The Principal shall ensure that every subject area in the school to which a teacher has been assigned is represented within the Program Leadership structure, singly or in combination with other subject areas.

19.05 The number of Program Leaders allocated to each school shall be based on the projected ADE school enrolments as listed below. Effective September 1, 2016, in the case of T.R. Leger, this shall include students 21 years of age or older.

Student ADE Enrolment	Program Leaders
800 or more	8
550 – 799	7
400 – 549	6
250 - 399	4
249 or less	3

- 19.06 Program Leader positions shall occur on a standardized two-year cycle (Sept 1 - June 30). This cycle shall occur on even years. Appointments as Program Leaders shall be for two (2) years or, in the event of a position becoming available during the standardized two-year cycle, to the end of that cycle. Incumbents may reapply at the end of their term.
- 19.07 At least one month prior to the end of each cycle, the Principal shall review the Program Leadership structure of the school, in consultation with the school staff.
- 19.08 The continuation of established Program Leader positions may be affected by an incumbent voluntarily relinquishing the assignment, transferring, or being placed at a different school through the staffing process or being removed for just cause. This excludes Program Leaders needing to be staffed at another school due to a school closure.
- 19.08.01 Any reductions in Program Leader positions shall only occur at the end of the standardized two-year cycle.
- 19.09 No teacher shall hold more than one (1) Program Leadership position at any time, nor shall any Program Leadership position be shared between two (2) or more teachers.
- 19.10 When a vacancy occurs in a Program Leader position, the Principal shall advertise the position electronically to their teaching staff identifying the nature of the position, its term, the program area, and any particular duties of that position. Teachers shall provide their interest in a vacant Program Leader Position to their Principal in writing within ten (10) teaching days of the position being advertised.
- 19.11 A temporary vacancy shall be defined as a Program Leader position for which the current Program Leader is on an approved leave of absence, including LTD, for one semester or more.
1. When the Principal declares a temporary vacancy it shall be posted in the same manner and on the same terms as provided in Article 19.10 above.
  2. The temporary Program Leadership position shall not extend beyond the last day of the school year in which it arose.
  3. Upon return of the absent Program Leader, the temporary Program Leadership position shall terminate and the term of the Program Leader shall resume for the balance of the absent Program Leader’s original term within the standardized two-year cycle.
- 19.12 In the absence of an applicant with appropriate specialist qualifications, the Principal may appoint an applicant who undertakes to pursue a specialist qualification within two years.



## **ARTICLE 20 – PROVISION OF INFORMATION**

- 20.01 The Employer shall provide to the Bargaining Unit any data relevant to the negotiations and administration of the collective agreement within a reasonable time following receipt of a written request to the Superintendent of Human Resources or designate.
- 20.02 The Employer shall supply to the Bargaining Unit one copy of notices and minutes of regularly scheduled Board and Committee meetings, with agendas. Such materials shall normally be provided at least two (2) days prior to such meetings.
- 20.03 The Employer shall provide an employment information statement to teachers within a reasonable time following receipt of a written request.

## **ARTICLE 21 – SURPLUS AND REDUNDANCY**

### System-Wide Needs and Availability

- 21.01 The Joint Secondary Staffing Review Committee shall monitor the application of system redundancy, transfers, exchanges, school surplus procedures, and all other processes and procedures described in this Article and ensure that these processes and procedures are properly followed.
- 21.02 The Joint Secondary Staffing Review Committee shall annually establish dates for the processes and procedures in this Article, and may alter the dates in this Article, as required in a particular year.
- 21.02.01 The Surplus/Redundancy placement process shall begin after the conclusion of March Break and shall conclude no later than the fourth week in June.
- 21.03 For the purposes of this Article, a teacher shall be “deemed qualified,” provided that the following conditions are met:
- i. the teacher has successfully taught in the subject area(s) within the current or two (2) immediately preceding school years;
  - ii. a current or former Principal or Vice-Principal attests to (i) above;
  - iii. the teacher and Principal provide mutual consent and the appropriate supervisory officer approves;
  - iv. consent/approval shall be provided for one school year only, but may be renewed on a year-by-year basis.
- 21.04 At least seven (7) working days prior to the placement meeting, the Joint Secondary Staffing Review Committee shall be provided with the following information:
- a list of staff who have been approved for leave which will take place during the next school year;
  - a list of staff who have applied for a reduction in teaching time for the next school year;
  - a list of staff who have reduced their entitlement effective the next school year;
  - a list of all teachers on the current seniority list, with their qualifications and deemed qualifications in accordance with article 21.03 above;

- lists by school of teachers assigned to timetables, with the subjects or areas to which each teacher has been assigned for the next school year. Updated lists shall be provided;
- a Surplus Leave of Absence (SLOA) List;
- an updated Recall List;
- a list of staff who have submitted resignations or retirements during the current school year or effective the end of the school year. Updated lists shall be provided.

21.05 Teachers shall submit requests in writing for leaves and part-time teaching by April 1 each year to the Employer, with a copy to the school principal.

21.05.01 Teachers who are on Board approved or statutory leaves of absences for the following school year are not subject to being declared redundant as per Article 21.06, being placed on a Surplus Leave of Absence (SLOA) as a result of Article 21.08 or 21.09, or being displaced as per Article 21.16, for that portion of FTE entitlement they are on approved leave. Should the teacher wish to return early from a Board approved or statutory leave, they must participate in the staffing process.

21.05.01.01 During the staffing process, it is understood that teachers on pregnancy leaves, parental leaves, and/or extensions of such leaves cannot be declared surplus or be displaced in those complete semesters that the teacher is on leave, but can be declared surplus, displace, or be displaced in a semester where the teacher is expected to return to active employment.

21.05.02 A Surplus Leave of Absence (SLOA) shall not extend beyond the school year the Surplus Leave of Absence (SLOA) occurred. A teacher who is on Surplus Leave of Absence (SLOA) during the school year shall, in the Surplus/Redundancy process for the next school year, be considered fully staffed to the extent of their entitlement at their home school (the last school in which a teacher worked or was assigned to work).

### System Based Redundancies

21.06 When the total FTE projected teaching staff required for the next school year is less than the sum total of active entitlement of all teachers on the seniority list for the next school year, the Employer shall declare teachers redundant to the extent of their active entitlement for next school year, starting below the teacher whose place on the list represents the final FTE teacher eligible to be staffed. All remaining active teachers below this point on the seniority list shall be declared redundant.

It is understood that when considering the FTE teachers eligible to be staffed, teachers on the current Recall List shall be considered "active" when calculating the point on the seniority list where teachers shall be declared redundant. If it is determined that a teacher on the Recall List is on or above this point, they shall be removed from the Recall List and staffed to their entitlement at their home school.

21.06.01 The final FTE eligible to be staffed shall be the total FTE projected teaching staff + 5.0 FTE

- 21.06.02 Redundancies shall be declared following the review of the system and school allocations by the Joint Secondary Staffing Review Committee as per article 11.03, and prior to the last Tuesday in April.
- 21.06.03 Redundant teachers shall not be considered on any school list during the school-based surplus declarations process, nor shall they participate in the placement meetings or displacement process outlined in this article.
- 21.06.04 Teachers shall be informed, in writing, that they are redundant to the system by April 30. Such a letter shall include the FTE amount the teacher is redundant and information on how to access job postings. The Employer shall forward copies to the President of the Teacher Bargaining Unit.
- 21.06.05 Teachers redundant to the system shall be placed, in order of their seniority, on the Recall List. The list shall include the teacher's name, seniority date, home school, FTE entitlement, qualifications, including deemed qualifications, in accordance with Article 21.03 above.

#### School Based Surplus Declarations

21.07 Upon notification of the school's FTE allocations, each Principal, using the following information:

- the total staff assigned to the school (FTE);
- the total staff available in the school (FTE);
- the seniority of staff members in the school; and
- qualifications, including deemed qualifications in accordance with Article 21.03 above

shall assign teachers to sections in accordance with their entitlement, within the school's allocation.

21.07.01 When assigning teachers to sections in accordance with their entitlement, the Principal of TR Leger Adult/Alternative School shall give consideration to assign teachers to their preferred campus and program, if different than their current assignment.

21.07.01.01 A teacher from the TR Leger Adult/Alternative School shall not be assigned to a campus for the following school year that is greater than 60 km from their current campus except by written mutual agreement between the Principal and the teacher.

21.07.01.02 If a teacher has been assigned to more than one TR Leger campus within the last two school years, for the purpose of 21.07.01.01 the teacher shall have the option to select one of those campuses as their "current campus".

21.07.02 The Board and the Union agree that teachers assigned to Section 23 shall be considered to have Section 23 program designated as their "home school". The Section 23 program shall be considered a "school" for surplus, redundancy, and recall processes and procedures.

21.08 In the event that there are teachers excess to the needs of the school, teachers shall be declared surplus to school in order of seniority, beginning with the least senior teacher, provided that the remaining teachers in the school are qualified or deemed qualified in accordance with Article 21.03 to teach the program in the school. The surplus teacher shall be placed on a Surplus Leave of Absence (SLOA) to the extent of their entitlement.

21.08.01 In exceptional circumstances, the Principal may use the mutual consent provisions of the Education Act and Regulations to retain teachers who are above the line.

21.09 Any teacher declared partially surplus in an amount less than their entitlement

- 1) may choose to accept the assignment available should the assignment span over two semesters and be placed on a Surplus Leave of Absence (SLOA) for the balance of the teacher's entitlement; or
- 2) may choose to accept an assignment in one semester only and be placed on a Surplus Leave of Absence (SLOA) for the balance of that teacher's entitlement; or
- 3) may choose to be fully surplus and placed on a Surplus Leave of Absence (SLOA) to the extent of the teacher's entitlement.

21.09.01 Teachers shall be given two working days to declare to their Principal which of the options in 21.09 they have chosen.

21.10 By the end of the fifth (5th) working day in May, teachers shall be informed electronically, in writing and verbally, that they are surplus to school. Such correspondence shall include the amount and semester(s) the teacher is Surplus Leave of Absence (SLOA) as a result of Article 21.08 or 21.09. The Employer shall forward copies to the President of the Teacher Bargaining Unit.

21.11 Each teacher declared surplus to school shall be placed on the Surplus Leave of Absence (SLOA) List.

#### System-Wide Vacancy and Surplus Leave of Absence (SLOA) List

21.12 The Surplus Leave of Absence (SLOA) List shall be created, ordered from most to least senior, and shall include:

- the teacher's name;
- the teacher's home school;
- the teacher's seniority date;
- the teacher's qualifications;
- the teacher's deemed qualifications in accordance with Article 21.03 above;
- the FTE amount the teacher is on Surplus Leave of Absence (SLOA) as a result of Article 21.08 or 21.09; and
- the teacher's entitlement.

The list shall be made available electronically to all teachers, Principals, and the members of the Joint Secondary Staffing Review Committee.

21.13 Along with the Surplus Leave of Absence (SLOA) list, a list of vacancies for the following year shall be generated, based on information supplied by the Principals. The list shall contain the following information for each vacant section:

- School and in the case of TR Leger, site; and
- subject area(s) including the division (Intermediate or Senior), or course code; and
- restrictions (in specialized areas).

21.13.01 The Joint Secondary Staffing Review Committee shall be provided with the list of vacancies, including any updates.

21.14 Prior to the first placement meeting in 21.15, the Joint Secondary Staffing Review Committee shall be informed of any changes which might impact on a teacher who has been declared surplus in their school. The Joint Secondary Staffing Review Committee shall convene to monitor the implications.

### Placement Meetings

21.15 A series of two (2) placement meetings of the Joint Secondary Staffing Review Committee shall occur beginning the third week of May and ending the first week of June.

Four working days prior to each placement meeting, vacant sections shall be posted electronically.

- Vacant sections will be posted for the first three (3) working days.
- On the fourth (4<sup>th</sup>) working day, the Joint Secondary Staffing Review Committee shall be informed of each teacher's interest in vacant sections.

Vacant sections shall be made available to all teachers in the Bargaining Unit (excluding redundant teachers), including teachers wishing to transfer schools, increase their entitlement, on a leave of absence, or those on the Surplus Leave of Absence (SLOA) List.

21.15.01 At the first and second placement meeting, the Joint Secondary Staffing Review Committee shall, by order of seniority, place teachers into posted vacant sections for which they have expressed interest:

- a) provided the teacher is qualified or deemed qualified in accordance with 21.03 above, for the assignment; and/or
- b) provided mutual consent has been granted to teachers on the Surplus Leave of Absence (SLOA) List or teachers wishing to increase their entitlement.

21.15.01.01 In assessing whether to offer mutual consent for any sections to an unqualified teacher, a Principal shall consider each teacher individually and in order of seniority and shall consider the following criteria:

- 1) professional learning standards, and/or
- 2) related experience, and/or
- 3) whether the most recent evaluation on file is below standard, and/or
- 4) whether any discipline within the previous 12 months that is not the subject of an unresolved grievance might materially affect the ability of the teacher to teach the section(s) without problems, and/or

5) the relevance of qualifications and/or prior teaching experience to the sections to be taught (although not meant to be or considered as proscriptive, two examples of many variations and possibilities include: English experience being assessed for teaching History, and vice versa, would be sufficiently relevant, but English experience for teaching Physics or Math, and vice versa, would not be sufficiently relevant).

“Professional Learning Standards” includes, but is not limited to, *Academic Programs completed or completing* (programs or courses offered through universities, colleges or other institutions or organizations that do not always lead to academic degrees), *Professional Networks accomplished* (partnering with business, industry, colleges and universities; contributing to subject councils, the work of the federations or other professional organizations), *Professional Contributions made* (participate in, present at, or organize conferences, workshops and institutes; contribute to a professional publication), *Professional Activities sustained* (reading educational books, and journals, participate in curriculum writing and/or assessment projects, conduct and publish action research projects); and/or

“Related Experience” includes those elements listed in professional learning gained or acquired from other areas or domains, including but not limited to, Employer and non-Employer experience, other employment, programs, or personal experiences.

- 21.15.02 Teachers shall be advised of their placement on the day following the placement meeting.
- 21.15.03 If a teacher is placed in a position and their total assignment for the following school year is not to the extent of their entitlement, the teacher shall be placed or remain on the Surplus Leave of Absence (SLOA) List for the balance of that teacher's entitlement.

#### Displacement

21.16 Only teachers on the Surplus Leave of Absence (SLOA) list shall have the right to partake in the displacement process.

Beginning in the second week of June, meetings of the Joint Secondary Staffing Review Committee shall occur for the displacement process. Surplus Leave of Absence (SLOA) Teachers, by order of seniority and using the *Displacement Criteria* below, may, up to the extent of their entitlement, only fully displace the position of the largest FTE position held by the least senior teacher(s) who has retained a position in a school(s):

- a) within a 35 kilometre radius of the school from which the teacher of greater seniority was declared surplus; or
- b) within 36 to 70 kilometre radius of the school from which the teacher of greater seniority was declared surplus; or

- c) within 71 to 100 kilometre radius of the school from which the teacher of greater seniority was declared surplus; or
- d) outside of a 100 kilometre radius of the school from which the teacher of greater seniority was declared surplus.

Displacement criteria:

A teacher assigned to 3 areas or less may be displaced by a more senior teacher, if the more senior teacher's qualifications or deemed qualifications (including Division, if applicable) match the areas in which the less senior teacher is assigned.

A teacher assigned to 4 areas or more may be displaced by a more senior teacher, if the more senior teacher's qualifications or deemed qualifications (including Division, if applicable) match any three of the areas in which the less senior teacher is assigned.

- 21.16.01 The teacher shall be advised of the four options identified in Article 21.16 above along with any vacancies for which the teacher is qualified or deemed qualified in accordance with Article 21.03 that remain from the placement meetings outlined in Article 21.15 or that may have arisen as a result of the application of Article 21.16, and may choose to accept one or more of the options.
  - 21.16.02 If the teacher accepts the position and their total assignment for the following school year is not to the extent of their entitlement, the teacher shall be placed on a Surplus Leave of Absence (SLOA) for the balance of their entitlement.
  - 21.16.03 If the displaced teacher is no longer staffed to the extent of their entitlement, the displaced teacher shall be placed on the Surplus Leave of Absence (SLOA) List for the balance of their entitlement. This teacher shall also have the right to displace.
- 21.17 The Recall List, Surplus Leave of Absence (SLOA) List and all updates shall be made electronically available to the Principals and the members of the Joint Secondary Staffing Review Committee.
- 21.18 All teachers on the Surplus Leave of Absence (SLOA) List shall be so informed in writing five (5) instructional days after the displacement meeting and no later than the last day of the school year. Such a letter shall include the FTE amount the teacher is Surplus Leave of Absence (SLOA) and information on how to access job postings. A copy of such correspondence shall be sent to the Principal of the teacher's school and to the President of the Bargaining Unit.
- 21.18.01 Any period during which a teacher is not staffed to the extent of their entitlement as per the application of this Article shall, at the request of the teacher, be deemed to be an employer approved leave of absence for pension purposes. The Upper Canada District School Board agrees to provide verification of the leave and its duration to the Ontario Teachers' Pension Plan (OTPP), should the teacher request the employer to do so in accordance with OTPP procedures.

- 21.19 Effective September 1, 2015, each redundant teacher shall be retained on the Recall List to October 15<sup>th</sup> three calendar years after being placed on the Recall List for positions that become available.
- 21.19.01 Teachers on the Recall List or Surplus Leave of Absence (SLOA) List shall have the right to self-identify their interest in vacant sections in accordance with Article 23.
- 21.19.02 The Joint Secondary Staffing Review Committee shall be provided with current Recall Lists and Surplus Leave of Absence (SLOA) Lists.
- 21.19.03 A teacher will be removed from the Recall List on the first occurrence of any of the following:
- on accepting a secondary contract teaching position with this board of education. The teacher shall be placed on Surplus Leave of Absence (SLOA) for the balance of their entitlement, if required; or
  - on the written request of the teacher; or
  - if during the annual Surplus/Redundancy process, the teacher's seniority is within the range of final FTE eligible to be staffed as per 21.06 whereby the teacher shall be fully staffed at their home school, subject to surplus/redundancy; or
  - after expiration of the teacher's right to recall.
- 21.20 An updated Recall and Surplus Leave of Absence (SLOA) list shall be made available electronically to all teachers, Principals, by the last working Friday of October each year.

## **ARTICLE 22 – EXCHANGES**

### **22.01 Teacher Exchanges within the Board**

- 22.01.01 A pair of teachers may submit their names for an exchange by contacting the Superintendent of Human Resources or designate, in writing, no later than
- a) June 1<sup>st</sup> of each school year for exchanges that will commence on September 1<sup>st</sup> of the following school year, or
  - b) December 31<sup>st</sup> of each school year for exchanges that will commence the second semester of that school year.
- Such correspondence shall indicate their current location. A copy shall also be forwarded to the President of the Bargaining Unit.
- 22.01.02 Only pairs of teachers with the same qualifications and/or deemed qualifications as per article 21.03 for each others assignment and the same active entitlement with respect to the exchange period shall be eligible for an exchange.
- 22.01.03 Exchanges shall be subject to the approval of the Joint Secondary Staffing Review Committee and the Principals of the schools involved. Such approval shall not be unreasonably withheld.
- 22.01.04 When requested, exchanges may be for a stated period of time such as a semester or year. At the end of the stated period or on the completion of two full years the exchange shall revert or, with the approval of the Principals



and the teacher(s), will be made permanent. Such approval shall not be unreasonably withheld. The Principals shall communicate their decision, in writing within five (5) working days, to the Joint Secondary Staffing Committee.

#### 22.02 Teacher Exchanges outside the Board

- 22.02.01 The Employer agrees it may provide the opportunity for teachers to participate in teacher exchanges with teachers from other Ontario School Boards, from other provinces, and from other countries. Such approval shall not be unreasonably withheld.
- 22.02.02 While on an approved teacher exchange the teacher shall continue to be an active member of this Bargaining Unit.
- 22.02.03 Upon the return of a teacher from a teacher exchange leave, the teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same school subject to the application of Surplus/Redundancy provisions.

### **ARTICLE 23 – EMPLOYMENT PROCESSES AND PROCEDURES**

- 23.01 The Employer shall provide each newly hired teacher with a copy of this collective agreement and a benefits information package within a reasonable time.
- 23.02 Each teacher shall be assigned a secondary school or other System location at the time an offer of employment is made.
- 23.03 The Employer shall make available to the President of the Bargaining Unit or designate, for review, the salary terms, acceptance of position forms, and any other information relating to conditions of employment of members of the Bargaining Unit.
- 23.04 An applicant newly hired for a teaching position shall have a commencement date of hire established as the first day worked in a secondary school or other System location.
- 23.05 Vacancies
  - 23.05.01 When a position within the scope of this agreement is declared available by the Employer, a notice of vacancy describing the position (sections, divisions) and its required qualifications shall be posted electronically for a period of at least five (5) weekdays or seven (7) calendar days if the posting opens or closes during Christmas break, March break, or Summer holidays.
  - 23.05.02 Vacant sections shall be filled in the following order:
    - 1) by order of seniority, place teachers into posted vacant sections for which they have expressed interest:
      - a) provided the teacher is qualified or deemed qualified in accordance with 21.03 above, for the assignment; and/or
      - b) provided mutual consent in accordance with 21.15.01.01, to teachers on the Surplus Leave of Absence (SLOA) List or teachers on the Recall List or part-time teachers wishing to increase their entitlement;

then,

- 2) Consideration shall be given to other internal candidates who have applied to the vacancies before considering any external applicant.

23.05.03 If a teacher is placed in a position and their total assignment is not to the extent of their entitlement, the teacher shall be placed or remain on the Surplus Leave of Absence (SLOA) List for the balance of that teacher's entitlement.

23.06 New Positions

Should the Employer create a new position, which requires teacher qualifications, and which is included within the Bargaining Unit, it shall negotiate the salary, including any allowance, for the position with the Bargaining Unit. Pending agreement in such negotiations, the Employer may make an appointment to the position with any increased compensation, when determined, retroactive to the date of employment.

23.07 Each teacher will keep the Human Resources Department informed of their current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such a teacher. All electronic Board notifications will be emailed to the teacher's Board email address.

## **ARTICLE 24 – CONTINUING EDUCATION, HOME INSTRUCTION AND PLAR**

24.01 This Article and Articles referenced herein contain all matters agreed to by the parties pertaining to Continuing Education Teachers (which includes, but is not limited to, Night School, Summer School, Correspondence Markers, and teachers assessing and evaluating PLAR), and Home Instruction Teachers.

24.02 All teachers under this article are hired term-specific. The Employer and the Teacher mutually agree to the termination of employment at the end of the specific term.

24.03 The Employer shall make every effort to use Teachers on the Recall List and/or teachers who are on a Surplus Leave of Absence (SLOA) List, who have expressed interest in any positions covered by this article (except PLAR) provided they possess the qualifications, deemed qualifications, or teaching experience for the subject(s) concerned. The teacher shall maintain their rights and status on the Recall List and/or on the Surplus Leave of Absence (SLOA) List.

24.03.01 For the purposes of Summer School positions, the Employer shall use the current Recall and SLOA lists.

24.03.02 Should two or more teachers on the Recall and/or on Surplus Leave of Absence (SLOA) express interest in the same position(s) in 24.03, the position(s) shall be filled, by order of seniority, starting with the most senior teacher on the Recall List and on Surplus Leave of Absence (SLOA).

24.04 All credit courses shall be delivered by a qualified Teacher.

24.05 The Employer shall provide each newly hired Continuing Education, Home Instruction Teacher, or teacher assigned PLAR duties who is not a regular day school Teacher, with electronic access to the Collective Agreement within a reasonable time.

24.06 The rates of pay to which Continuing Education, Home Instruction Teachers, and Correspondence Markers shall be as follows:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
Continuing Education, Home Instruction, PLAR (Gr 11, 12 equivalency or challenge processes)	\$42.99/hr	\$43.42/hr	\$43.85/hr
Correspondence Marker PLAR (Gr 9, 10 individual assessment)	\$13.54/lesson \$6.72/exam	\$13.68/lesson \$6.86/exam	\$13.82/lesson \$6.93/exam

24.07 Teachers employed in positions covered by this article shall be paid (by direct deposit) every two weeks, two weeks in arrears, based on verified time worked. The statement of earnings shall indicate the number of hours worked and shall be made available electronically to the employee.

24.08 The following Articles shall apply with respect to Teachers employed in positions covered by this article:

- |  |   |
|--|---|
| Article 2 – Effective Period                             | Article 33 – Grievance Procedure              |
| Article 3 – Recognition                                  | Article 34 – Arbitration Procedure            |
| Article 7 – Union Dues                                   | Article 36 – Medical, Physical Procedures     |
| Article 20.01– Provision of Information                  | Article 38 – Use of Employer Premises         |
| Article 29 – Evaluations                                 | Article 39 – Criminal Background Checks       |
| Article 30 – Documents Respecting Performance or Conduct | Article CC.01                                 |
| Article 31 – Personnel Files                             | All Part A Central Term provisions that apply |
| Article 32 – Management Rights, except 32.04             |   |

24.09 Except for Home Instruction, Correspondence Markers and PLAR, when a position within the scope of this article is declared available by the Employer, a notice of vacancy describing the position, number of hours, and its required qualifications shall be posted electronically for a period of at least five (5) weekdays or seven (7) calendar days if the posting opens or closes during Christmas break, March break, or Summer holidays.

When a Home Instruction or Correspondence marker position is declared available by the Employer, a notice of vacancy describing the position and its required qualifications shall be posted electronically for a period of at least three (3) weekdays.

24.09.01 The Employer shall provide the Bargaining Unit with the subject matter of the posting in 24.09, the internal applicants for each posting and the successful candidate.

24.09.02 Whenever a person who is not on the Recall List or Surplus Leave of Absence (SLOA) List is awarded a position in 24.09, the Employer shall notify the Union of the following:

- a) the subject matter of the posting
- b) the reason for the appointment

Such information will be provided within two (2) weeks of Human Resources being aware of the appointment. If the Union is not satisfied with the reason(s) given, the Union has the right to grieve the appointment.

24.10 Continuing Education Day School teachers shall be entitled to one (1) day bereavement leave per school year, without loss of pay, attendant on or coincident with the death of a family member, relative or close friend.

24.11 Pregnancy Leave Benefits

- I. The Employer shall provide for teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of their child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The SEB Plan pay will be as follows:

Week 1 (Waiting period as per E.I.)

- Employee receives 100% of their regular weekly earnings

Week 2 through 8

- Employee receives the difference between the gross amount the employee receives from E.I. and their regular gross earnings

The Board will also pay an additional supplement equivalent of 100% of one week of the member's salary during Week 1 (100%+100%).

It is understood that the total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.

- II. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan. It is understood that E.I. benefit references in 24.11 refer to those E.I. benefits specifically for the term assignment.
- III. Teachers hired in a term position shall be entitled to the benefits outlined in I) above, with the length of the SEB benefit limited by the term of the assignment.
- IV. The teacher must provide the Board with proof that they applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- V. Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- VI. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- VII. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- VIII. If an employee begins pregnancy leave while on an approved leave from the Employer, the above maternity benefits provisions apply.

- IX. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- X. Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

## **ARTICLE 25 – ALTERNATIVE EDUCATION**

25.01 Alternative Education includes credit programs delivered to students in the Alternative Education School(s) of the Employer. A qualified Teacher who is a member of the Bargaining Unit shall deliver these programs. Alternative Education includes mixed classes of students who are over or under 21 years of age.

### 25.02 Independent Learning Modules

25.02.01 The maximum number of lessons (including examinations) a teacher shall correct during the school year shall be:

[450 lessons] times [# of periods assigned to exclusively deliver ILM per year]

This includes students 21 years of age, and older.

“Independent Learning Modules” shall be defined as 20 lessons associated with 110 hours of instruction to achieve a credit. Should the number of lessons associated with 110 hours of instruction to achieve a credit decrease/increase, the maximum number of lessons calculated, using the formula above, shall be adjusted, decreasing/increasing the total amount proportionally.

25.02.02 The Employer and the Union shall work cooperatively to monitor the application of the above maximums. The Employer shall provide OSSTF with data showing the number of lessons/exams teachers have corrected in Semester 1 and in the entire school year, in a timely manner.

### 25.03 Class Sizes

25.03.01 The class maximums outlined in Article 13.10 shall not apply to a class in which Independent Learning Modules (ILM) are solely used in the delivery of the curriculum to students enrolled on the Day School register or Independent Study register.

Such a class shall not exceed 28 students physically present, at any given time.

25.03.02 A combined class whereby the delivery of curriculum

- involves traditional “stand-up” delivery of a course; and
- involves the delivery of Independent Learning Modules

shall have a maximum class size, in accordance with Article 13.10, associated to the course whereby the curriculum is delivered in a traditional manner.

25.03.03 The Employer and the Union shall work cooperatively to monitor the application of Article 25.03, using the timelines, data, and reports established

in Article 13. In the case of Co-operative education, the Employer shall provide OSSTF with mid-semester and end of semester reports showing the number of Co-op credits assigned to each teacher. Such reports shall be provided in a timely manner.

In monitoring the application of class sizes in Alternative Education, the parties agree that notwithstanding Article 13.10.02, at no time over the school year, will a class exceed the maximum outlined in Article 13.10 by no more than the applicable flexibility number (if applicable) for that class.

## **ARTICLE 26 – ITINERANT TEACHERS**

- 26.01 An itinerant teacher is one who is required by the Employer to perform teaching duties at more than one work location on the same day. Such a teacher shall be reimbursed for necessary travel from the first location in the day to last location in the day, at the rate per kilometre established by the Employer from time to time.
- 26.02 An itinerant teacher who teaches in two (2) or more schools on a daily basis shall have designated as the “home school”, the school in which the Teacher performs the greater share of the Teacher’s assignment. The teacher shall be exempt from scheduled supervisory duties in any school other than the “home school”.
- 26.03 A teacher who successfully applies for a partial assignment in another location in order to increase assigned entitlement or who selects assignments in two or more locations to avoid redundancy is not an itinerant teacher for the purposes of this article.

## **ARTICLE 27 – MILEAGE TRAVEL COSTS**

- 27.01 Approved travel costs of a teacher on Employer business shall be reimbursed at the rate per kilometre established by the Employer from time to time.

## **ARTICLE 28 – TEACHER RESIGNATIONS**

- 28.01 A teacher may resign from employment at any time on mutual consent or effective on the last day of a semester or school year provided notice in writing has been delivered to the Superintendent of Human Resources or designate at least thirty (30) days in advance.

## **ARTICLE 29 – EVALUATIONS OF TEACHER PERFORMANCE**

- 29.01 Only Supervisory Officers, Principals and Vice-Principals, who are members of the College of Teachers, shall evaluate a teacher’s competence. No member of the Bargaining Unit shall be required or requested to evaluate another Board employee. Performance Appraisal applies to all members of the Bargaining Unit (new teachers, teachers other than new teachers) except those identified in Article 24.
- 29.02 Teacher performance appraisals shall be conducted in accordance with the requirements of the Education Act and its regulations.

The teacher who has received two (2) consecutive unsatisfactory performance appraisals may file a grievance in accordance with Article 33 respecting the performance appraisal process. The filing of the grievance shall not interrupt the continuation of the performance appraisal process.

- 29.03 A teacher shall have the right to OSSTF representation at meetings where the results of the first, second or third consecutive performance appraisal were rated unsatisfactory.

## **ARTICLE 30 – DOCUMENTS RESPECTING PERFORMANCE OR CONDUCT**

- 30.01 Copies of any documents respecting the performance or conduct of a teacher shall be given to the teacher.
- 30.02 The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 30.03 If a teacher disputes the accuracy or completeness of information in the personnel file, the Employer shall, where possible, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the teacher in writing, of its decision including reasons for that decision.
- 30.04 Where the employer amends such information, the Employer shall at the request of the teacher attempt to notify all persons who received a report based on inaccurate information.

## **ARTICLE 31 – PERSONNEL FILES**

- 31.01 The personnel file, which includes medical records, pertaining to a teacher shall be maintained in the Human Resources Department of the Employer. The file shall be available and open to the teacher for inspection in the presence of a Board officer by appointment during the regular working hours of the department.
- 31.02 A teacher shall be entitled, upon request, to copies without cost, of any materials contained in the teacher's personnel file.
- 31.03 Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf, the Employer shall provide such access by appointment, as well as copies of materials contained therein.
- 31.04 The Employer shall ensure that personnel files are stored in a secure location and in a confidential manner. Access to such personnel files shall be confidential and limited in accordance with Ontario Acts and Regulations. Any employee accessing personnel files shall not be a member of this Bargaining Unit unless authorized under Article 31.03. No information from a member's medical records shall be given to any person or party unless the member has provided written consent.
- 31.05 Disciplinary material and letters of expectation shall not be referred to and shall be removed from the teacher's personnel file following two (2) years of active employment

after the date of issue provided there has been no similar disciplinary action in the intervening period. Such material shall be returned to the teacher upon the teacher's written request.

31.06 Letters of Discipline and Letters of Expectations will include Article 31.05 in full.

## **ARTICLE 32 – MANAGEMENT RIGHTS**

32.01 It is the sole and exclusive right and obligation of the Employer to exercise its management functions and manage the operation of the system except only as specifically limited by the terms of this collective agreement. The Employer agrees to exercise its rights in accordance with the prevailing statutes and regulations governing education in the Province of Ontario.

32.02 No teacher shall be disciplined, suspended, demoted or discharged without just cause given in writing.

32.03 At any meeting convened for the purpose of imposing discipline on a teacher, the teacher shall have the right to have present the designated OSSTF representative who is in the workplace, unless the circumstances are such that the immediate imposition of discipline is required. The Principal or other appropriate supervisory official shall inform the President of the Bargaining Unit forthwith in cases where immediate discipline has been imposed.

32.04 Teacher-Board Relations Committee

a) A teacher-board relations committee shall be established and composed of:

- three (3) representatives appointed by the Employer
- three (3) representatives appointed by the Bargaining Unit

The committee may call such resource person(s) as it deems appropriate.

b) The function of this Committee shall be to provide a forum for communications and discussion of matters relating to the status and working conditions of teachers not otherwise referred to in this Collective Agreement, and may make recommendations to the Employer and the Bargaining Unit.

c) Meetings shall be convened within ten (10) working days of a written request by either party and such requests shall include a proposed agenda for the meeting.

d) Reports and recommendations of the Committee shall be presented in writing to both the Employer and the Bargaining Unit who shall undertake to discuss them with the appropriate supervisory personnel and at the next OSSTF Council or Executive meeting respectively. The results of these deliberations shall be communicated to the other party within ten (10) working days of the meeting.

32.05 Each teacher who is covered by this collective agreement agrees to permit the Employer to provide to the Bargaining Unit or to an authorized Bargaining Unit representative any and all personal information concerning any such teacher which may be reasonably required to assist in or advance the purposes of collective bargaining and the effective administration of this agreement. With regard to any information so released or provided, the Bargaining Unit and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever,



subject only to the obligations of both parties to abide by provisions of the Municipal Freedom of Information and Protection of Privacy Act.

32.06 Not later than November 15<sup>th</sup> of each school year, the Employer shall provide the Bargaining Unit with a list containing the names of all OSSTF members employed as of that date. The list shall include the teacher's work location(s), job entitlement, birth date, residence address, OCT Number, and residence telephone number. The Bargaining Unit will assist the Employer with the collection of this data, including the release of the information in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

32.07 Policies and Procedures

32.07.01 The Employer agrees to consult with the Bargaining Unit prior to creating or modifying Employer policies and procedures which affect the status or working conditions of secondary teachers.

32.07.02 The Employer agrees to provide access to its policies and procedures to the President of the Bargaining Unit. The Employer shall also provide notification of any new or amended policies or procedures to the President of the Bargaining Unit.

## **ARTICLE 33 – GRIEVANCE PROCEDURE**

33.01 A grievance is a dispute arising from the interpretation, application, administration, or alleged violation of one or more provisions of this collective agreement, including a dispute as to whether a matter is arbitrable.

33.02 The only parties to a grievance are the Employer and the Bargaining Unit.

33.03 Where reference is made to "days", it shall mean regularly scheduled work days for teachers.

33.04 A grievance involving or relating to a teacher individually or a group of teachers in similar circumstances shall only be processed through the Bargaining Unit.

33.05 The Employer and the Bargaining Unit shall work cooperatively in the investigation and the attempted resolution of any grievance.

33.05.01 Should the investigation or processing of a grievance require that teacher(s), grievor(s), and/or grievance officer of the Bargaining Unit be released from their duties, such release shall be granted with pay.

33.06 Every grievance claim shall be in writing delivered to the other party and shall contain:

a) a description of the factual circumstances alleged to constitute a violation of this agreement;

b) a designation of the specific provisions of this agreement allegedly violated;

c) an indication of the relief sought;

d) the signature of the duly authorized official of the Bargaining Unit.

33.07 Informal Stage

Prior to submitting a formal grievance claim, a teacher or teachers are expected to have discussed the matter with the school Principal or other immediate Supervisor within

twenty (20) days of the time when the teacher should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. A teacher shall have the right to have present the designated representative from OSSTF who is in the workplace, as an observer. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint.

33.08 Step One

District 26, OSSTF may file a grievance at Step One within ten (10) days of the informal stage. The grievance shall be filed with the Superintendent of Human Resources or designate who shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.

Step Two

If no settlement is reached at Step One, District 26, OSSTF may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources or designate, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall respond to District 26 OSSTF, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to District 26, OSSTF, it may within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

33.09 Timelines may be extended or waived by mutual agreement in writing.

33.10 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.

33.11 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within the timelines specified shall move the grievance to the next step.

33.12 If the grievance procedure timeline extends past the last school day of the year, then the timeline will be suspended until the fifth (5<sup>th</sup>) school day in the following year.

## **ARTICLE 34 – ARBITRATION PROCEDURE**

34.01 Following notification of the intention to process the grievance to arbitration, the parties to the Collective Agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.

34.02 Within a further ten (10) days, the nominee shall either select a mutually agreed-upon chairperson or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.

34.03 The sole arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.

34.04 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by their or its

decision, add to, delete from, modify or otherwise amend the provisions of this collective agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.

- 34.05 The costs of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 34.06 Documents, communications and records dealing with a grievance shall not become part of the personnel file of the grievor if the grievance is upheld in arbitration, or if the Board rescinds the action that led to the grievance.
- 34.07 The parties agree that a sole arbitrator or a Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties and take whatever action, or make whatever decision it considers just and equitable in the circumstances.

## **ARTICLE 35 – ACTING ADMINISTRATORS**

### Teacher In-Charge

- 35.01 The parties agree that a teacher who is a member of the Bargaining Unit may substitute for an absent Principal or Vice Principal for a period of not less than one (1) day on a temporary basis not to exceed forty (40) days in the school year. The Employer shall ensure that the Teacher In-Charge is protected with adequate liability insurance while in the acting role. The Teacher In-Charge shall be paid per day in addition to the teacher's regular grid salary and allowances, the following:

<b>Effective Date</b>	<b>Rate</b>
September 1, 2019	\$48.04
September 1, 2020	\$48.52
September 1, 2021	\$49.01

- 35.02 The Teacher In-Charge shall continue to be entitled to all the terms and conditions of the Collective Agreement.
- 35.03 When necessary, an Occasional Teacher shall be hired to replace a classroom teacher acting as the Teacher In-Charge. Appointment of a Teacher In-Charge shall not result in additional duties, including APA's, for another Bargaining Unit member.
- 35.04 Nothing in this Article prevents a teacher from returning to the teacher's duties within the Bargaining Unit subject to forty-eight (48) hours written notice to the Employer.
- 35.05 A Teacher In-Charge shall not perform duties that involve evaluation or discipline of another member.

### Temporary Principal/Vice-Principal

- 35.06 When a Principal or Vice-Principal will be absent from the school for a period of less than one school year, the Employer may appoint a member of the Bargaining Unit as a temporary Principal or Vice-Principal to fulfill the duties of the absent administrator.
- 35.07 The temporary Principal/Vice-Principal shall be paid at the starting grid rate for the position, prorated for the period of the acting assignment and shall be subject to the

same working conditions as a Principal/Vice-Principal in that school for the period of the acting assignment.

35.08 The Bargaining Unit member shall be entitled to return to the member's former position if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the term as temporary Principal or Vice-Principal does not exceed 193 work days, within 3 school years.

35.08.01 When the Employer receives notification that the absence of an administrator for whom a teacher has been appointed as a Temporary Principal or Vice-Principal will exceed "a period of less than one school year", the appointment of said teacher shall conclude no later than 25 days following the notification or the last day of the semester, whichever comes first. Should the Employer elect to appoint said teacher as a permanent Principal or Vice-Principal, the resulting teacher vacancy shall be posted as per article 23.05. The parties may jointly agree to extend the 25-day timeline or agree to extend the timeline beyond the last day of the semester should that come first.

35.09 Nothing in this Article prevents the member from returning to the member's Bargaining Unit position with ten (10) working days written notice.

35.10 A temporary Principal or Vice-Principal shall not make any summative judgement on the performance or conduct of a Bargaining Unit member.

35.11 The temporary Principal or Vice-Principal shall continue to accrue seniority, participate in insured benefit plans, and shall continue to pay union dues and levies in accordance with the provisions of this Collective Agreement.

#### Training

35.12 The Employer shall provide training for a portion of the first PA day of the school year to teachers who express interest in being a Teacher In-Charge or Acting Vice-Principal or Principal before the teacher acts in these roles.

## **ARTICLE 36 – MEDICAL, PHYSICAL PROCEDURES**

36.01 Except for programs of general application throughout the system, a teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedure. The administration of these procedures shall be by health service and/or other qualified personnel.

It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases.

## **ARTICLE 37 – PROFESSIONAL DEVELOPMENT FUND**

- 37.01 The Employer shall establish a professional development fund for the teachers employed in the secondary panel to be applied in each school year for the benefit of improving the delivery of educational programs and services to the secondary school students.
- 37.02 The annual amount allocated to this fund shall be established at one-hundred (100) dollars times the number of full-time equivalent teachers.
- 37.03 The fund shall be administered by a joint committee comprising:
- The President of District 26 OSSTF or designate
  - One representative of the Secondary School Administrators' Association
  - Two representatives at large from the secondary panel as selected by the Bargaining Unit
  - The Director or designate
  - One Supervisory Officer
- 37.04 In the event that on July 1<sup>st</sup>, the fund is not fully expended or allocated in any one school year, the unexpended or unallocated balance shall be carried forward into the succeeding school year.
- 37.05 Occasional Teacher cost, if any, resulting from a teacher's attendance at a PD activity approved by the committee, shall be charged to the PD fund.

## **ARTICLE 38 – USE OF EMPLOYER PREMISES**

- 38.01 The Employer shall provide bulletin board space at an appropriate location in each workplace upon which the Bargaining Unit may post notices relating to matters of interest to its members.
- 38.02 Upon reasonable notice and subject to availability, the Bargaining Unit will be permitted to use school facilities for meetings of Bargaining Unit members outside members' assigned time. Any additional direct cost associated with such use shall be reimbursed to the Employer by the Bargaining Unit.
- 38.03 The Employer shall provide at no cost to the Bargaining Unit access to the Employer courier system at the District Office and at the Employer's secondary schools.

## **ARTICLE 39 – CRIMINAL BACKGROUND CHECKS**

- 39.01 The Employer shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, are stored in a secure location and in a confidential manner.
- 39.02 The Employer shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act as amended from time to time, without the written permission of the teacher except for the purpose of recommending disciplinary action against the teacher and except as required by law.

39.03 The Employer shall not release or report to the Ontario College of Teachers any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, except as required by law.

## **ARTICLE 40 – SCHOOL CLOSURES/RE-ORGANIZATION**

40.01 Following a decision of the Employer to

- open or close a Secondary School, or
- to reorganize a Secondary School, such that it contains elementary students and secondary students, or introduce new grade levels, or remove existing grade levels, or restructure existing school boundaries

a joint committee with equal representation from the Employer and the Bargaining Unit shall be created to examine the implications and consequences for staffing of secondary panel teachers in the affected school(s) at least 10 months prior to the opening/closing/reorganizing of schools, or removing/restructuring grades or boundaries. Such a committee shall make recommendations regarding staffing of such secondary panel teachers. If the joint committee cannot agree upon recommendations, relevant staffing provisions outlined in this Collective Agreement shall prevail.

## **ARTICLE 41 – PRINTING AND DISTRIBUTION OF AGREEMENT**

41.01 Forty-eight (48) hours before a ratification vote by the Teachers, the Employer shall electronically post the text of the terms of the tentative agreement.

41.02 Following ratification of the tentative settlement, the Employer shall provide seventy-five (75) copies of the Collective Agreement, paid for by the Employer, to the President of the Bargaining Unit.

## **ARTICLE 42 – E-LEARNING**

42.01 All electronically delivered courses shall be subject to a class size maximum of 35 and at no time shall a class exceed its maximum. The class size average for all electronically delivered courses per school year shall be no more than 30 to 1.

42.02 A teacher teaching an e-Learning course(s) shall be assigned a work station/work area in the Teacher's secondary school with the necessary resources for teaching an on-line course.

42.02.01 Section C14.00 of Part A - Central Terms outlines additional requirements of the Employer related to e-Learning.

42.03 All e-Learning courses shall be scheduled within the delivering Teacher's school's instructional day.

42.04 e-Learning sections shall be included in the Program Leadership structure in the school where teachers are delivering an e-Learning course.

- 42.05 For purposes of staffing and surplus declaration, a Teacher assigned to teach e-Learning credit courses shall be included in the staff complement of the secondary school which is the work location of the teacher.
- 42.06 A Teacher teaching e-Learning courses shall correspond with students only through a Board approved server or Learning Management system.
- 42.07 A Teacher teaching e-Learning courses shall report to school board personnel only and shall be evaluated only by a principal or vice-principal of the teacher's school and/or supervisory officers employed by the Board.
- 42.08 An electronically-delivered course cannot be combined with a non-electronically delivered course during the teacher's assignment to that electronically-delivered course.

### **ARTICLE 43 – OUT OF SCHOOL ASSIGNMENTS**

- 43.01 The employer shall electronically post the position identifying the nature of the position, its term, remuneration, qualifications and other requirements of the position. The posting shall be for a period of at least five (5) weekdays or seven (7) calendar days if the posting opens or closes during Christmas break, March break, or Summer holidays.
- 43.02 The teacher who fills the assignment retains the right to return to the home school on completion of the term and subject to surplus redundancy provisions of the Collective Agreement.

Should the position not extend to the full term, the teacher will return to their home school within a mutually agreed upon time frame, determined in consultation with the Principal and Superintendent.

- 43.03 If the Employer hires an external candidate to fill an Out of School Assignment and decides to place that external candidate in this Bargaining Unit, the Employer shall provide written notice to the OSSTF within seven (7) days of that decision along with the names of all the Bargaining Unit members who applied for the assignment.

- 43.03.01 External candidates shall not be assigned a home school except as outlined below:

- 43.03.01.01 When an external candidate is hired, they shall be designated as having recall status during the currency of the Out of School Assignment for the sole purpose of applying to bargaining unit vacancies.
- 43.03.01.02 Subject to article 43.03.01.01, when an external candidate is hired, upon completion of the Out of School Assignment, that candidate shall be placed on the recall list and shall be subject to the staffing provisions in accordance with this Collective Agreement.

## **ARTICLE 44 – ELECTRONIC POSTING OF DOCUMENTS REFERENCED IN THE COLLECTIVE AGREEMENT**

- 44.01 The Employer shall create a link on each teacher's home page on the Employer's computer system. The link shall direct the teacher to the following electronically posted documents:
- a) Seniority List as per article 9
  - b) Job postings as per article 21, 23, 24, 43. The parties agree that an inline frame (IFrame) could be used to link to an external third-party website managing job postings (such as Applytoeducation)
  - c) Surplus Leave of Absence (SLOA) and Recall lists as per article 21
  - d) Collective Agreement as per article 41

## **ARTICLE 45 – ELECTRONIC SUPPORT SYSTEM**

- 45.01 During the course of this agreement, the Board may be converting several administrative applications to an electronic format. Such conversions shall not supersede or contravene any articles in this collective agreement.
- 45.02 For the purposes of this agreement, the Board agrees to notify the Union of these changes prior to the conversion.

## **ARTICLE 46 – WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)**

- 46.01 The Employer is required to notify OSSTF in writing within one week upon knowledge of a member's workplace injury.

## **ARTICLE 47 – PROFESSIONAL DEVELOPMENT AND TRAINING**

- 47.01 The Board will provide professional development opportunities for teachers. By October 31<sup>st</sup> of each school year, the Board shall consult with OSSTF regarding the opportunities to be made available for professional development/training.
- 47.02 The Employer shall make every attempt to provide training/professional development opportunities to a teacher within the teacher's instructional day.



# LETTER OF UNDERSTANDING #1

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF District 26

## **RE: Other Student Programming Enhancements**

In addition to the staff generated in Article 10 and in accordance with the Provincial Discussion Table and the B10 Memo of August 18, 2008, FTE teachers generated for other student programming enhancements shall be:

- 0.38 FTE teachers per 1000 secondary pupils in 2009-2010
- 0.70 FTE teachers per 1000 secondary pupils in 2010-2011
- 1.02 FTE teachers per 1000 secondary pupils in 2011-2012
- 1.35 FTE teachers per 1000 secondary pupils in 2012-2013, and

FTE teachers generated yearly for initiatives or programs aimed at student's succeeding shall be no fewer than 25.0 FTE teachers.

## **LETTER OF UNDERSTANDING #2**

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF District 26

### **RE: Multi-Subject, Multi-level, Multi-grade Classes**

The parties agree to form a joint committee of no more than four (4) representatives from each party to review the practice of multi-subject, multi-grade, multi-level classes and its impact on teacher workload and school program. This committee will meet within 60 days of ratification and report recommendations to the Parties.

## **LETTER OF UNDERSTANDING #3**

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

### **RE: T.R. Leger Campuses**

From time to time, the location, additions, or deletions of T.R. Leger Campuses may change. The Board agrees to notify the Union within a reasonable timeframe of these changes.

Should a location change, addition or deletion occur, a teacher may not be assigned to another campus that is greater than the kilometrage as stated in Article 21.07.01.01 from their current campus. Alternatively, by mutual agreement, the Principal and teacher may agree on a campus assignment outside of the kilometrage as stated in Article 21.07.01.01.

## **LETTER OF UNDERSTANDING #4**

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

### **RE: Gender Neutral Language**

The parties agree that all gender specific language within the UCDSB/OSSTF Collective Agreement will be changed to gender neutral language. For example, “he/she” will become “their/they”.

## **LETTER OF UNDERSTANDING #5**

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

### **RE: Privacy Training**

During the term of this Collective Agreement, the Employer will provide training and/or information regarding the protection of teacher and student data, federal and provincial privacy laws, and best practices for protection of education-related data.

## **LETTER OF UNDERSTANDING #6**

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

### **RE: Accommodating Employees with Disabilities**

The Board and the Federation agree to meet within 60 days of ratification to discuss the Work Accommodation Procedure. Either party can request a meeting in the future at any point.

## LETTER OF UNDERSTANDING #7

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

### RE: Summer School

After ratification of the 2019-2022 Collective Agreement, the following shall occur for the first summer semester as outlined in Article 24 for the period for one summer semester (July and August 2022), which will be considered a transition year.

The Employer shall make every effort to staff teachers on the current (2021/2022 school year) and next year's (2022/2023 school year) Recall List and/or teachers who are on the current (2021/2022 school year) Surplus Leave of Absence (SLOA) List, by Seniority, who have expressed interest in summer school provided they possess the qualifications, deemed qualifications, or relevant teaching experience for the subject(s) concerned. The teacher shall maintain their rights and status on the current and next year's Recall List and/or on the current year's Surplus Leave of Absence (SLOA) List."

Following the transition year, for the 2022/2023 school year summer semester and beyond, the Employer shall make every effort to staff teachers on the current school year's Recall List and/or teachers who are on the current school year's Surplus Leave of Absence (SLOA) List, by Seniority, who have expressed interest in summer school provided they possess the qualifications, deemed qualifications, or relevant teaching experience for the subject(s) concerned. Summer semester may be posted, and positions filled any time after the March Break.

Note: If ratification occurs after March 1, 2022

- This LOU will be null and void as we will be negotiating a new contract

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**UPPER CANADA DISTRICT SCHOOL BOARD**  
**AND**  
**OSSTF DISTRICT 26**

Signed in Brockville, Ontario

Signed in Kemptville, Ontario

For the Employer

For the Union



May 31, 2021

John McAllister  
Chair

Date

Adrienne McEwen  
President

Date



May 31, 2021

Stephen Sliwa  
Director

Date

Elpis Law  
Chief Negotiator

Date