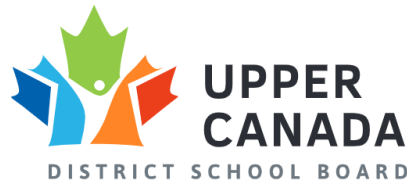


# Collective Agreement

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, 2022  
to  
August 31, 2026

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## PART A – CENTRAL TERMS

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

#### C1.1 Separate Central and Local Terms

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

#### C1.2 Implementation

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

#### C1.3 Parties

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

#### C1.4 Single Collective Agreement

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

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

#### C2.1 Term of Agreement

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

#### C2.2 Amendment of Terms

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

#### C2.3 Notice to Bargain

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

- ii. within such greater period agreed upon by the Parties; or
- iii. within any greater period set by regulation by the Minister of Education.

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

### **C3.00 DEFINITIONS**

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

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

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

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

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining*

Act central matters may also be grieved locally, in which case local grievance processes will apply.

### **C5.1 Definitions**

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

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

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

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

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

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

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

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

**C5.5 Voluntary Mediation**

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

- c) Timelines shall be suspended for the period of mediation.

#### **C5.6 Selection of the Arbitrator**

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

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

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

### **C7.00 BENEFITS**

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

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

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

Post Participation Date, the following shall apply:

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

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.  
  
Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

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

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

### **C7.3 Funding**

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

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

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

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

### **C7.5 Benefits Committee**

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

### **C7.6 Privacy**

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

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

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

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

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

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

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

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

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

#### **C7.10 WSIB Top-Up**

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

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

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

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

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

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

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

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

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

## **C9.00 SICK LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.

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

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

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

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

**g) Administration**

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or

restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.

- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

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

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

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

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

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

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

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

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

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

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

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

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

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

## APPENDIX A – RETIREMENT GRATUITIES

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

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

### B. Other Retirement Gratuities

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



**APPENDIX B – ABILITIES FORM**

<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 <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
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**2B: COGNITIVE (please complete all that is applicable)**

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

**3: Health Care Professional to complete.**

From the date of this assessment, the above will apply for approximately: <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:                      dd        mm        yyyy	

<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

### Status quo central items

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

Issues:

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

## LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

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

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

### 2. Pregnancy SEB Language

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

## **LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

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

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

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

## **LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Employee Mental Health**

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

**LETTER OF AGREEMENT #7  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

## **LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**RE: Combined Teachers' Bargaining Units**

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

The Parties agree as follows:

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

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

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

## LETTER OF AGREEMENT #9

### BETWEEN

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

### AND

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

**RE: Long Term Disability Administration**

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

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

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

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

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

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

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

**C. LTD Claims Administration**

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

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

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

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

**LETTER OF AGREEMENT #10  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

# **LETTER OF AGREEMENT #11**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Pilot on a Streamlined Arbitration Process Model**

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

The intent of the Model is to:

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

## **Phase 1**

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

## **Phase 2**

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

## **Phase 3**

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

#### **Phase 4**

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

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

**LETTER OF AGREEMENT #12  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

Indigenous Teachers may use existing short term paid leave:

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

**LETTER OF AGREEMENT #13  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: E-Learning Alternative Models**

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

## **LETTER OF AGREEMENT #14**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hybrid Instruction**

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

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

## **LETTER OF AGREEMENT #15**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Preparation Time**

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

## **LETTER OF AGREEMENT #16**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Bereavement Leave**

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

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

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

## **LETTER OF AGREEMENT #17**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Violence Prevention Health and Safety Training**

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

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

## LETTER OF AGREEMENT #18

BETWEEN

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

AND

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

AND

**The Crown**

**RE: Workplace Violence**

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

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

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

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

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

## **LETTER OF AGREEMENT #19**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Occasional Teacher Information Package**

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

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

## **LETTER OF AGREEMENT #20**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

The task force will:

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

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

## **LETTER OF AGREEMENT #21**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Hiring Practices**

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

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

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

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

# THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

## LETTER OF AGREEMENT #6

### BETWEEN

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

### AND

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

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

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

## **1. PREGNANCY LEAVE BENEFITS**

### Common Central Provisions

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

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

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

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

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

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

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

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

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

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

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

### **4. Retirement Gratuities**

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

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

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

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

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

*[insert current Retirement Gratuity language from local collective agreement]*

## **PART B - LOCAL 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
- no longer be considered a temporary teacher and shall be considered a teacher under the Education Act;
  - have an entitlement; and
  - 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.
- 3.07 A Contract Teacher is synonymous with a permanent teacher as per job posting(s).

#### **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, 2022, the salary schedule for every teacher shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$54,126	\$55,583	\$58,390	\$61,923
1	2	\$57,036	\$58,792	\$62,126	\$66,180
2	3	\$59,944	\$62,151	\$65,861	\$70,439
3	4	\$62,854	\$65,513	\$69,588	\$74,698
4	5	\$65,762	\$68,869	\$73,322	\$78,956
5	6	\$68,672	\$72,229	\$77,609	\$83,224
6	7	\$71,587	\$75,585	\$81,889	\$87,493
7	8	\$74,942	\$78,948	\$86,178	\$91,757
8	9	\$78,301	\$82,307	\$90,460	\$96,025
9	10	\$82,179	\$86,191	\$95,246	\$100,876
10	11	\$86,054	\$90,080	\$100,028	\$105,731
11	12	\$89,933	\$93,964	\$104,814	\$110,580

Effective the Sept 1, 2023, the salary schedule for every teacher shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$55,750	\$57,251	\$60,142	\$63,781
1	2	\$58,748	\$60,556	\$63,990	\$68,166
2	3	\$61,743	\$64,016	\$67,837	\$72,553
3	4	\$64,740	\$67,479	\$71,676	\$76,939
4	5	\$67,735	\$70,936	\$75,522	\$81,325
5	6	\$70,733	\$74,396	\$79,938	\$85,721
6	7	\$73,735	\$77,853	\$84,346	\$90,118
7	8	\$77,191	\$81,317	\$88,764	\$94,510
8	9	\$80,651	\$84,777	\$93,174	\$98,906
9	10	\$84,645	\$88,777	\$98,104	\$103,903
10	11	\$88,636	\$92,783	\$103,029	\$108,903
11	12	\$92,631	\$96,783	\$107,959	\$113,898

Effective the Sept 1, 2024, the salary schedule for every teacher shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$57,284	\$58,826	\$61,796	\$65,535
1	2	\$60,364	\$62,222	\$65,750	\$70,041
2	3	\$63,441	\$65,777	\$69,703	\$74,549
3	4	\$66,521	\$69,335	\$73,648	\$79,055
4	5	\$69,598	\$72,887	\$77,599	\$83,562
5	6	\$72,679	\$76,442	\$82,137	\$88,079
6	7	\$75,763	\$79,994	\$86,666	\$92,597
7	8	\$79,314	\$83,554	\$91,206	\$97,110
8	9	\$82,869	\$87,109	\$95,737	\$101,626
9	10	\$86,973	\$91,219	\$100,802	\$106,761
10	11	\$91,074	\$95,335	\$105,863	\$111,898
11	12	\$95,179	\$99,445	\$110,928	\$117,031

Effective the Sept 1, 2025, the salary schedule for every teacher shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$58,717	\$60,297	\$63,341	\$67,174
1	2	\$61,874	\$63,778	\$67,394	\$71,793
2	3	\$65,028	\$67,422	\$71,446	\$76,413
3	4	\$68,185	\$71,069	\$75,490	\$81,032
4	5	\$71,338	\$74,710	\$79,539	\$85,652
5	6	\$74,496	\$78,354	\$84,191	\$90,281
6	7	\$77,658	\$81,994	\$88,833	\$94,912
7	8	\$81,297	\$85,643	\$93,487	\$99,538
8	9	\$84,941	\$89,287	\$98,131	\$104,167
9	10	\$89,148	\$93,500	\$103,323	\$109,431
10	11	\$93,351	\$97,719	\$108,510	\$114,696
11	12	\$97,559	\$101,932	\$113,702	\$119,957

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, it is the responsibility of the teacher to submit all letters of experience from previous employers to the satisfaction of the Board. Any experience

with the Upper Canada District School Board will be calculated automatically by the Employer. The following provisions shall apply:

- a. teaching experience, inclusive of all permanent and long-term occasional teaching experience, acquired in a secondary or elementary school in Canada.
- b. effective September 1, 2024, experience credit for casual occasional teaching with this Employer (acquired after September 1, 2023), shall be granted at 0.5 for each 1.0 day of casual occasional teaching. If such teaching was on a part-time basis the increment will be pro-rated. Where the calculation of experience results in partial years 0.5 or greater will be rounded up and 0.499 or lesser will be rounded down.
- c. 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.
- d. effective September 1, 2024, other related experience in a trade, deemed relevant by the Employer to the teacher's assignment shall be recognized on the basis of one grid step for every one year of such experience to maximum of category. Teachers hired prior to ratification see LOU 7.
- e. Other related experience in a profession or industry deemed relevant by the Employer to the teacher's assignment on the basis of one grid step for every two years of such experience to maximum of category.
- f. the teacher will ensure that the Human Resources Department is provided all relevant documentation within 30 working days as per 5.05 a), b), c), d) and e). Effective the date of ratification, should experience be submitted outside of the parameters outlined in this provision, renumeration for experience shall become effective upon the date of submission to the Human Resources Department. Should the teacher require additional time to submit the documentation relevant to their initial grid placement, for reasons beyond their control, the teacher must communicate their need for the extension, in writing, to the Human Resources Department prior to the end of the 30-day timeline.
- g. 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.
- h. the Board will provide the Employee a confirmation of the step and group of their initial placement on the salary grid.
- i. 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.

5.06 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	\$1,072/a	\$1,091/a	\$1,132/a
Ph.D. or Doctorate	\$1,477/a	\$1,503/a	\$1,560/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	\$1,390/a	\$1,415/a	\$1,469/a
Ph.D. or Doctorate	\$1,605/a	\$1,634/a	\$1,696/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	\$4,660/a	\$4,742/a	\$4,920/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	\$7,260/a	\$7,388/a	\$7,666/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.
- 12.02.01 The Employer and the Bargaining Unit may bring other representatives for training purposes.
- 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, supervisory, and alternative professional assignments data of Teachers as determined by the Principal and in accordance with Article 13.02;
  - 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;
  - review the tentative timetables and assignments of teachers as per Articles 13.01.03 and 13.01.04.
- 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. Within reason, additional meetings may be scheduled at the request of either party.

## 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:

Length of Service in years (maximum 20 years)	+5	X	Sick Day Credits (Maximum 200 days)	X	Annual salary at the time of retirement
50					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, parent-in-law; a maximum of five (5) working days inclusive of burial at a later date.
  - 2) a sibling-in-law, grandparent, grandchild; a maximum of three (3) working days inclusive of burial at a later date.
  - 3) a parent's sibling (an aunt, uncle), sibling (niece, nephew), spouse/partner'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 A teacher may use a maximum of five (5) days in a school year to observe recognized religious holidays or attendance at indigenous cultural/ ceremonial events including to vote in elections as indicated by self-governing Indigenous authority where the Employee's working hours do not otherwise provide three hours free from work.
- 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. Exceptions may be made upon agreement with both parties for exceptional circumstances.

- 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-imbusement 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 their 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 or for the first two semesters if the teacher's initial application is for the full extended parental leave, per their ESA entitlement. 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.

a) 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, including discussions about timetables and departmental concerns
- 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. The written notification 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 Prior to placement meeting one, TR Leger teachers shall be notified of their assigned worksite location for the following year.
  - 21.07.01.02 A teacher assigned to TR Leger campus whose status will be changed to itinerant for the upcoming school year shall have the option to accept the assignment or choose to go fully SLOA.
  - 21.07.01.03 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.

21.07.01.04 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.
- 21.15.04 Prior to placement meeting one, a teacher who is SLOA or Part-Time, shall be notified of their assigned sections per semester.

### 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.

21.21 The Board will provide teachers at least two (2) instructional days' notice if a timetable change is necessary during the school year and five (5) days before the first day of the school 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 or any other break as defined by the Ministry of Education.
  - 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.
- 3) All internal applications shall be submitted through the Application system of the Employer's choice (such as ApplyToEducation) using the Employee's UCDSB e-mail address to be considered.

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.

#### 23.08 Reports

23.08.01 The staffing report shall be sent on a bi-weekly basis to the TBU President or designate beginning with the first Friday of each school year. The Joint Secondary Staffing Review Committee shall determine the dates the reports are sent during the summer months; once in July and once in August. Such reports shall include employee name, qualifications, answers to applicable job posting questions and seniority date. Should a successful candidate be external to the TBU, the Board will provide an applicant listing with the successful candidate's details, as listed above.

23.08.02 For any teacher hired for PLAR, the Board shall notify OSSTF through the bi-weekly reports.

## **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 assign teachers in accordance with the following criteria, in order of seniority:
- Current Surplus Leave of Absence (SLOA) & Current Recall List; then
  - All other teachers on the current Seniority List.
- The above list is repeated until all teachers have exhausted their requested maximum, within reason.
- 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).
- 24.03.03 Should any positions remain unfilled, the positions may be filled by external candidates.
- 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, 2022	Effective Sept 1, 2023	Effective Sept 1, 2024	Effective Sept 1, 2025
Continuing Education, Home Instruction, PLAR (Gr 11, 12 equivalency or challenge processes)	\$47.08/hr	\$48.49/hr	\$49.82/hr	\$51.07/hr
Correspondence Marker PLAR (Gr 9, 10 individual assessment)	\$14.83/lesson \$7.44/exam	\$15.27/lesson \$7.66/exam	\$15.69/lesson \$7.87/exam	\$16.08/lesson \$8.07/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 3 – Recognition  
Article 7 – Union Dues  
Article 20.01– Provision of Information  
Article 29 – Evaluations  
Article 30 – Documents Respecting Performance or Conduct  
Article 31 – Personnel Files  
Article 32 – Management Rights, except 32.04

Article 33 – Grievance Procedure  
Article 34 – Arbitration Procedure  
Article 36 – Medical, Physical Procedures  
Article 38 – Use of Employer Premises  
Article 39 – Criminal Background Checks  
Article CC.01  
All Part A Central Term provisions that apply

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, Summer holidays or any other breaks as defined by the Ministry of Education.

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 STLDLP.
- 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 STLDLP 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:

[425 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 by March 1<sup>st</sup> and for the entire school year by September 1<sup>st</sup> of the following school year.

### 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 by November 15<sup>th</sup> and the last day of semester one and by April 15<sup>th</sup> and the last day of semester two.

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 a regular basis. 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 regular basis shall have designated as the “home school/home campus”, 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/home campus".

- 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. Mileage shall be calculated in accordance with the Board policy/procedure.
- 27.02 The Employer and the Union recognize the improvements to workplace safety provided by CSA approved safety footwear for applicable Tech Teachers. Safety footwear provided by the Employer is to be used only for the work of the Employer. The Employer will contribute the sum of two hundred (\$200.00) dollars to each applicable Employee, provided the cost of safety footwear exceeds two hundred (\$200.00) dollars. Subject to the Supervisor's approval, replacements will be provided on an as-needed basis.

## **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 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 in step one or two.

The grievance process shall be:

33.07 Informal Stage

Prior to submitting a formal grievance claim, a Union Representative (Steward, CBC, Health and Safety Representative or Released Officer) is expected to have discussed the matter with the Employer (School Principal or Human Resources Representative) within twenty (20) days of the time when the Union Representative should reasonably be expected to be aware of relevant facts, in an attempt to resolve the matter informally.

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. This shall be a meeting between the parties that may include any subject matter experts or the grievor, if such parties are relevant. The Employer's Grievance Committee shall respond to District 26 OSSTF grievance officer and/or designate, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to District 26, OSSTF the Union may apply for arbitration within ten (10) days.

- 33.09 Timelines may be extended or waived by mutual agreement in writing. Local grievance timelines in Article 33.08 will be suspended on matters referred to Central Disputes by the parties and shall resume upon receipt of a response from the Central Parties.
- 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.
- 33.13 No participant in the grievance process shall be subjected to reprisal due to their participation in the grievance or arbitration procedure under this Agreement.

## **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 sixty (60) days, mutually select a sole arbitrator. The parties may also elect to have arbitrator selection coordinated by their respective counsel.
- 34.02 The sole arbitrator shall hear and determine the difference or allegation and shall issue a decision.
- 34.03 The jurisdiction of the sole arbitrator 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 shall not, by their decision, add to, delete from, modify or otherwise amend the provisions of this collective agreement. The sole arbitrator's decision shall be final and binding upon the parties.
- 34.04 The costs of the sole arbitrator, including remuneration and expenses, shall be shared equally by the two parties.
- 34.05 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.
- 34.06 The parties agree that a sole arbitrator 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:

Effective Date	Rate
September 1, 2019	\$48.39
September 1, 2020	\$49.24
September 1, 2021	\$51.09

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.

35.12.01 The training must include, but not limited to:

- Roles and Responsibilities of Principals and Vice-Principals;
- Supporting daily procedures of staff and students;
- School-based safety plans. For example, Emergencies, Safety Plans, and Fire Procedures;
- Investigation and follow up procedures; and
- Any other topics that would be deemed necessary by the Employer.

35.12.02 The parties agree that in the future, if the first Professional Activity (PA) Day is not on the first day of school, then those that were trained in the previous year may act in these roles until the first PA Day. After the first PA Day, only those trained in the current school year may act in this role.

### **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.

40.02 From time to time, the location, additions, or deletions of TR 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.

## **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, Summer holidays or any other break as defined by the Ministry of Education.

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: 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 #4**

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 #5**

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

**RE: Accommodating Employees with Disabilities**

The Board and the Federation agree that either party may request a meeting to discuss the Workplace Accommodation Procedure as necessary.

## LETTER OF UNDERSTANDING #6

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 Article 24.03.01 to allow for a transition period from the 2014-2017 Collective Agreement.

The summer of 2021 shall be dealt with as follows:

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

The summer of 2022 shall be dealt with as follows:

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

The summer of 2023 shall be dealt with as follows:

1. The Employer shall make every effort to staff teachers using the combined:
  - 2022-2023 Surplus Leave of Absence List (SLOA)
  - 2022-2023 Recall List
2. The Employer shall make every effort to staff teachers by Seniority, teachers who have expressed interest in summer school provided they possess the qualifications, deemed qualifications, or relevant teaching experience for the subject(s) concerned.
3. The teacher shall maintain their rights and status on the Recall List and/or on the Surplus Leave of Absence List (SLOA).

Summer semester may be posted, and positioned filled any time after the start of the Spring Staffing Process.

## **LETTER OF UNDERSTANDING #7**

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

### **RE: Salary Adjustment – 5.05 D) Transition (trade experience)**

1. Following the full ratification of the Collective Agreement, any teacher hired prior to the date of the ratification, who is not at the maximum step of the salary grid, shall have the opportunity to resubmit their experience for a one-time salary adjustment using the 1:1 ration, in accordance with 5.05 d).
2. Within 30 working days of full ratification, the Board will provide communication to teachers to advise them of the opportunity for the one-time adjustment. The Board will provide a standard form for the teacher to return to the Human Resources Officer within 30 working days.
3. The recalculated grid step change shall be effective to September 1, 2024.

## **LETTER OF UNDERSTANDING #8**

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

### **RE: Summer School Marker Positions**

The parties agree to review the staffing process for Summer School Marker Positions under 24.03 by October 31<sup>st</sup> of each school year under this Agreement. For the summer marking positions posted for the summer of 2024, teachers shall be initially assigned 700-900 lessons using the criteria outlined in 24.03.01. Amendments to 24.03.01 and/or this LOU may be made upon mutual agreement between the Employer and the Union for subsequent summer semesters.

## **Appendix A**

### **Quick Reference Guide**


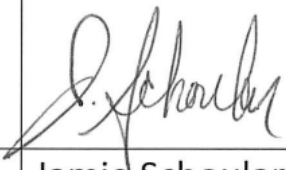


The following links are provided as a resource to support the administration of the Collective Agreement and are not considered to be part of the Collective Agreement.

MSIP in the Library – 2009

Student Success in the Library (Arbitration) – 2020

Student Success Teachers in the Library (Remedy) – 2022

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

For the Union		For the Employer	
	09/05/2024		Sept. 11, 2024
Adrienne McEwen President	Date	Jamie Schoular Chair	Date
	09/05/2024		Sept 10/24
Alison Dennis Chief Negotiator	Date	Ron Ferguson Director	Date