

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE GRAND ERIE DISTRICT SCHOOL BOARD**

**(Hereafter called "the Board")**

**AND**

**THE BRANCH AFFILIATE COMPOSED OF ALL TEACHERS EMPLOYED**

**BY THE BOARD WHO ARE MEMBERS OF THE ONTARIO SECONDARY SCHOOL**

**TEACHERS' FEDERATION, DISTRICT 23**

**(Hereafter called "the Bargaining Unit")**

**September 1, 2019 - August 31, 2022**

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## **1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT**

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

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

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

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

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

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

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

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

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

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

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

## **C3.00 DEFINITIONS**

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

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

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

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

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

##### **C5.1 Definitions**

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

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

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.

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

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

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

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

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.



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

#### **C5.5 Voluntary Mediation**

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

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

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

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

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

### **C7.00 BENEFITS**

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

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

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

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

Post Participation Date, the following shall apply:

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

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

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

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

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

#### **C7.3 Funding**

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

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

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

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

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

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

#### **C7.6 Privacy**

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

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

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

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

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

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

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

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

1. 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.
2. 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.

##### **3. 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.

#### **4. Eligibility and Allocation**

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

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

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

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

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

#### **5. 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%.

#### **6. 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.

#### **7. Administration**

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



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

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

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

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

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

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

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

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

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

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

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

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

### **B. Other Retirement Gratuities**

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

## APPENDIX B – ABILITIES FORM

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

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

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

<b>Employee Name:</b> (Please print)	<b>Employee Signature:</b>								
<b>Employee ID:</b>	<b>Telephone No:</b>								
<b>Employee Address:</b>	<b>Work Location:</b>								
<b>1. Health Care Professional: The following information should be completed by the Health Care Professional</b>									
Please check one:									
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.									
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3									
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.									
<b>First Day of Absence:</b> _____	<b>General Nature of Illness (please do not include diagnosis):</b> _____								
<b>Date of Assessment:</b> dd mm yyyy									
<b>2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.</b>									
<b>PHYSICAL (If applicable)</b>									
<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):								
<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):								
<b>Use of hand(s):</b> <table border="0"> <tr> <td><b>Left Hand</b></td> <td><b>Right Hand</b></td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		<b>Left Hand</b>	<b>Right Hand</b>	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
<b>Left Hand</b>	<b>Right Hand</b>								
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping								
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching								
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):								

## APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	<b>Travel to Work:</b> Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2B: COGNITIVE (please complete all that is applicable)</b>			
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision-Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
<b>3: Health Care Professional to complete.</b>			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date:                      dd           mm           yyyy	
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> (Please Print)	
<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. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

**Issues:**

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

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

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

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

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
  - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
  - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
  - d) All reasonable requests for data related to class size will be shared by both parties.



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

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

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

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

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

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

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

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

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

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

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

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

**LETTER OF AGREEMENT #5**  
**BETWEEN**  
**The Ontario Public School Boards' Association**  
**(hereinafter called 'OPSBA')**  
**AND**  
**The Ontario Secondary School Teachers' Federation**  
**(hereinafter called the 'OSSTF')**  
**AND**  
**The Crown**  
**RE: Provincial Working Group - Health and Safety**

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

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

**The Ontario Public School Boards' Association**

**(hereinafter called 'OPSBA')**

**AND**

**The Ontario Secondary School Teachers' Federation**

**(hereinafter called the 'OSSTF')**

**AND**

**The Crown**

**RE: Online Reporting Tool for Violent Incidents**

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

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

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

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8**

**BETWEEN**

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

**AND**

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

**RE: Combined Teachers' Bargaining Units**

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

The Parties agree as follows:

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

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

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

**LETTER OF AGREEMENT #9**

**BETWEEN**

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

**AND**

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

**RE: Long Term Disability Administration**

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

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

**A. Enrolment/Eligibility Administration**

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

**B. Premium Administration**

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



- v. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- vi. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

### **C. LTD Claims Administration**

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

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

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

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

**LETTER OF AGREEMENT #10**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF AGREEMENT #11**  
**BETWEEN**  
**The Ontario Public School Boards' Association**  
**(hereinafter called 'OPSBA')**  
**AND**  
**The Ontario Secondary School Teachers' Federation**  
**(hereinafter called the 'OSSTF')**  
**AND**  
**The Crown**  
**RE: Pilot on a Streamlined Arbitration Process Model**

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

The intent of the Model is to;

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

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

**LETTER OF AGREEMENT #12**  
**BETWEEN**  
**The Ontario Public School Boards' Association**  
**(hereinafter called 'OPSBA')**  
**AND**  
**The Ontario Secondary School Teachers' Federation**  
**(hereinafter called the 'OSSTF')**  
**RE: E-Learning Implementation Committee**

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

**LETTER OF AGREEMENT #13**  
**BETWEEN**  
**The Ontario Public School Boards' Association**  
**(hereinafter called 'OPSBA')**  
**AND**  
**The Ontario Secondary School Teachers' Federation**  
**(hereinafter called the 'OSSTF')**  
**AND**  
**The Crown**

**RE: E-Learning Alternative Models**

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

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

**1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and

- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

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

## **3.0.0 ELIGIBILITY and COVERAGE**

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee

groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

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

#### **4.0.0 FUNDING**

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

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
  - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
  - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
  - d. The Trust shall retain rights to the data and the copy of the software systems.



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

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

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

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

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
  - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
  - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.

- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
  - i) there is an in-year deficit,
  - ii) that the deficit described in i) is not related to plan design changes,
  - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

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

### **5.1.0 Shared Services**

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

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

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
  - a. Validation of the sustainability of the respective Plan Design;
  - b. Establishing member contribution or premium requirements, and member deductibles;
  - c. Identifying efficiencies that can be achieved;
  - d. Adopting an Investment Policy; and
  - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
  - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
  - b. Fund claims stabilization or other reserves;
  - c. Improve plan design;
  - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
  - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

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

### **5.3.0 Accountability**

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

### **6.0.0 TRANSITION COMMITTEE**

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

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

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

**LETTER OF AGREEMENT #6  
BETWEEN**

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

**AND**

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

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

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

**1. PREGNANCY LEAVE BENEFITS**

**Common Central Provisions**

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

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

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

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

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

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

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

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

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

## **4. Retirement Gratuities**

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

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

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



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

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

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

## **OSSTF TEACHERS - PART A: LOCAL TERMS**

### **I PURPOSE**

- 1.01** It is the desire of both parties to specify within this Agreement the entitlement of those employees covered by this Agreement as to salary, allowances, monetary benefits and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

### **II EFFECTIVE PERIOD**

Refer to C2.00 of Part A of the Central Agreement for term and renewal.

- 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 union membership.
- 2.02** There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

### **III MANAGEMENT RIGHTS**

- 3.01** The Bargaining Unit recognizes that it is the sole and exclusive right of the Board to manage the affairs of the Board subject to the *Education Act*, and all other Acts and Regulations pertaining to Education in the Province of Ontario.
- 3.02** The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

### **IV RECOGNITION**

- 4.01** The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the Bargaining Agent for every teacher other than Occasional Teachers, Principals and Vice-Principals, who is assigned to one or more secondary schools or who perform duties in respect to one or more schools all or part of the time.
- 4.02** The Board recognizes the Negotiating Team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 4.03** Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation of this Agreement.

- 4.04** When a Principal or Supervisor calls a teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the teacher of the nature of the meeting. For such a meeting the teacher is entitled to OSSTF representation.

**V** **CATEGORY DEFINITIONS**

- 5.01 a)** Category classifications shall be those established by the OSSTF Certification Plan and in effect as of September 1, 2008. For the purpose of salary categorization, the Board recognizes that the Certification Rating Statement issued by the OSSTF Certification Plan for each teacher shall be final.

Effective February 1, 2020, the Board 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.

- b)** It shall be incumbent upon a newly appointed teacher to provide to the Superintendent responsible for Human Resources, a Certification Rating Statement from the OSSTF. A teacher shall be placed in Category 1 until the OSSTF Certification Rating Statement is submitted to Human Resources Services. After submitting the OSSTF Certification Rating Statement the teacher shall receive the appropriate salary adjustment effective on the first day of employment. Notwithstanding the foregoing, retroactive salary adjustments shall not be made beyond the 12-month period prior to the receipt of the Statement in Human Resources Services.
- c)** A teacher who qualifies for a category change or an allowance for a post-graduate degree pursuant to Article 7 as a result of successful completion of a course shall have the appropriate adjustment made to the first day of the first teaching month following the successful completion of the course, provided that written notification of the pending salary change based on a new Certification Rating Statement is received by Human Resources Services no later than four months after completion of the course. If such notification is received after four months from the date of the completion of the course, the appropriate adjustment shall be made to the first day of the first teaching month following receipt of notification. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond the 12-month period prior to the receipt of the documentation in Human Resources Services.

- 5.02** All teachers employed on an Interim Certificate of Qualification shall be paid according to their "Letter of Evaluation" from the OSSTF Certification Board.

- 5.03** All teachers hired on a Letter of Permission in Secondary Schools shall be paid as if they are in Category 1.

## **VI IMPLEMENTATION**

- 6.01** All teachers shall be paid strictly in accordance with the terms of this Agreement.
- 6.02** No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility, unless specifically provided for in this Agreement.
- 6.03** Part-time teachers shall be entitled to salaries and post-graduate degree allowances in the ratio of time worked to total time.

## **VII SALARIES AND ALLOWANCES**

- 7.01** a) Each teacher shall be paid a basic salary in accordance with the teacher's position on grid and, where applicable, a responsibility allowance or other allowances.
- b) Teachers who have worked part-time (less than a full day's timetable) under contract with the Board, and teachers who have worked full-time for part of a year under contract with the Board, shall be credited with teaching experience in the ratio of time worked to total time, except in those cases specifically outlined in other Articles of this Agreement. Teaching time, for part year experience credit, shall be expressed in tenths to the nearest tenth. For salary determination, the total of career teaching experience credits shall be taken to the nearest tenth. Salaries of teachers who worked part-time or part-year prior to September 1, 1998 and who were paid full increments shall not be recalculated.
- c) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of continuing education (except Adult Education) teaching experience for the purposes of grid placement.
- d) On hiring a teacher,
- (i) elementary or secondary school teaching experience in Ontario shall be recognized according to the basic salary scale, provided that any teaching experience of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
  - (ii) other teaching experience outside Ontario or in other institutions such as Colleges and Universities, Technical Institutes, Trade Schools, Federal and Provincial Schools shall be recognized, if deemed equivalent to full-time teaching, by the Superintendent responsible for Human Resources, or designate.
  - (iii) Effective September 1, 2021, Secondary occasional teaching days worked with the Board since September 1, 2020. Recognized teaching experience shall be based on the number of days of experience obtained as an occasional teacher

divided by 194 and expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall be not included.

e) The effective date for grid advancement is to be September 1<sup>st</sup>.

**7.02** The Basic Salary Scale (7.02(a)), Responsibility Allowances (7.05), Degree Allowances (7.06) and Continuing Education rates (18.04) will be increased as follows:

- 1% effective September 1, 2019
- 1% effective September 1, 2020
- 1% effective September 1, 2021

a) **Basic Salary Scale September 1, 2019**

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	48,312	50,258	54,906	57,863
1	51,565	53,759	58,932	62,181
2	54,816	57,262	62,960	66,498
3	58,066	60,765	66,988	70,811
4	61,316	64,265	71,016	75,128
5	64,570	67,764	75,042	79,446
6	67,819	71,266	79,072	83,760
7	71,070	74,767	83,100	88,081
8	74,323	78,272	87,125	92,392
9	77,573	81,774	91,155	96,710
10	80,838	85,276	95,185	101,032

**7.02** b) **Basic Salary Scale September 1, 2020**

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	48,795	50,761	55,455	58,442
1	52,081	54,297	59,521	62,803
2	55,364	57,835	63,590	67,163
3	58,647	61,373	67,658	71,519

4	61,929	64,908	71,726	75,879
5	65,216	68,442	75,792	80,240
6	68,497	71,979	79,863	84,598
7	71,781	75,515	83,931	88,962
8	75,066	79,055	87,996	93,316
9	78,349	82,592	92,067	97,677
10	81,646	86,129	96,137	102,042

**7.02 c) Basic Salary Scale September 1, 2021**

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	49,283	51,269	56,010	59,026
1	52,602	54,840	60,116	63,431
2	55,918	58,413	64,226	67,835
3	59,233	61,987	68,335	72,234
4	62,548	65,557	72,443	76,638
5	65,868	69,126	76,550	81,042
6	69,182	72,699	80,662	85,444
7	72,499	76,270	84,770	89,852
8	75,817	79,846	88,876	94,249
9	79,132	83,418	92,988	98,654
10	82,462	86,990	97,098	103,062

**7.03** In no case shall the basic salary paid including any allowance outlined in 7.04 exceed that teacher's category maximum as set out in the Basic Salary Grid.

**7.04 Allowances for Related Trade or Business Experience**

An allowance of one hundred (100 %) of an increment per year to a maximum of 6 increments, to category maximum, may be added to the base salary of a teacher.

Effective September 1, 2009, at the time that the teacher commences teaching related trade or business experience courses, an allowance of one hundred (100%) of an increment per year to a maximum of 9 increments, to a category maximum, may be added to the base salary of a teacher.

**a) Teachers of technical subjects in the regulated trades:**

The teacher must provide the following documents to Human Resources Services:

- (i) a copy of his/her journeyman's certificate showing the date of issue;
- (ii) a copy of the "Statement of Acceptability" issued by the Technical and Industrial Arts Department of a Faculty of Education, showing the number of years of acceptable work experience.

The allowance paid will be for the number of years of acceptable experience following the date shown on the journeyman's certificate.

OR, if a "Statement of Acceptability" is not provided by the University:

- (iii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

**7.04 b) Teachers of technical subjects in the unregulated trades:**

The teacher must supply Human Resources Services with the following document:

- (i) a copy of the "Statement of Acceptability" as stated in (a)(ii) above.  
The allowance paid will be the number of years listed as "surplus of acceptable experience to that required".

OR, if a "Statement of Acceptability" is not provided by the University:

- (ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

**c) Teachers with Business or Industrial experience, related to any subject, except Vocational-Commercial:**

The teacher must supply to Human Resources Services:

- (i) a copy of his/her degree, showing date of issue;
- (ii) Verification of all related experience in the form of letters from previous

employers which confirm the date of hire, date of termination, and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers.

The allowance paid will be for the number of years of acceptable experience following the date of receiving the first degree.

**d) Teachers with Vocational-Commercial qualifications or teachers with an additional qualification of Business noted on his/her Certificate of Qualification:**

- (i) The teacher must supply Human Resources Services with a copy of the "Statement of Acceptability" from the proper authority in the Faculty of Education, showing the number of years of acceptable related experience in excess of the training and experience required for submission to the Faculty of Education.

The allowance paid will be for the number of years listed as "surplus of acceptable experience to that required".

OR, if the "Statement of Acceptability" is not provided by the University:

- (ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related business experience.

**e) Retroactive salary adjustments shall not be made beyond the 12-month period prior to the receipt of the documentation in Human Resources Services.**

**f) The foregoing documentation outlined in (a) - (d) above will not be required from teachers receiving allowances as of September 1, 1998. In addition, the Board will accept the verification of experience recognized by other school Boards in Ontario provided that such experience is the same type recognized pursuant to this Agreement.**

**7.05 Responsibility Allowances**

Teacher Consultant, Coordinator and Officer allowances shall be prorated for part-time assignments.

**a) Effective September 1, 2019:**

- |                 |         |
|-----------------|---------|
| (i) Major Head  | \$3,272 |
| (ii) Minor Head | \$1,637 |



	(iii) Assistant Head	\$819
	(iv) Teacher Consultant	\$9,879
	(v) Coordinator or Officer	\$12,343
<b>b)</b>	<b><u>Effective September 1, 2020:</u></b>	
	(i) Major Head	\$3,305
	(ii) Minor Head	\$1,653
	(iii) Assistant Head	\$827
	(iv) Teacher Consultant	\$9,978
	(v) Coordinator or Officer	\$12,466
<b>c)</b>	<b><u>Effective September 1, 2021:</u></b>	
	(i) Major Head	\$3,338
	(ii) Minor Head	\$1,670
	(iii) Assistant Head	\$835
	(iv) Teacher Consultant	\$10,078
	(v) Coordinator or Officer	\$12,591

#### **7.06 Post-Graduate Degree Allowance**

An annual allowance shall be paid for a Post-Graduate Degree if related to the subjects taught by the teacher and if not already used in determining category, as follows:

September 1, 2019	\$947
September 1, 2020	\$956
September 1, 2021	\$966

Notwithstanding the foregoing, any teacher employed by the Board as of August 31, 1998, shall be grandfathered as follows:

	<u>Sept. 1, 2019</u>	<u>Sept. 1, 2020</u>	<u>Sept. 1, 2021</u>
(i) <b>Annual allowance for Norfolk</b>	\$1,129	\$1,140	\$1,151
(ii) <b>Annual allowance for Haldimand</b>	\$1,451	\$1,466	\$1,481

#### **7.07 Creation of New Positions and/or Titles**

The Bargaining Unit recognizes the right of the Board to create new positions and/or titles not included in this Agreement under the following conditions:

- a)** The Board, prior to the advertisement of any new position or title not included in this Agreement, and before the hiring of any teacher to fill such position or assume such new title, shall provide written notification, including a job description, to the President of the Bargaining Unit.
- b)** Within thirty (30) days of the Board's creation of any new position or title by resolution, the Board and the Negotiating Committee of the Bargaining Unit shall

negotiate the salary or allowance. Such salary and/or allowances shall be retroactive to the effective date that the teacher commences duties in the new position or assumes such title.

- c) When the salary and/or allowances have been agreed to as in Article 7.07 (b), this Agreement shall be amended according to Article 2.01.
- d) In reference to Article 7.07 (b), in the event that the parties cannot agree to the amount of salary and responsibility allowance, the matter shall be referred to a Board of Arbitration or, if the parties agree, to a single arbitrator.

#### **7.08 Statistics**

Upon reasonable request, the Board will provide District 23, OSSTF, with the name, category placement, grid level, FTE, years of related experience, master degree allowance, responsibility allowance, part year allowance and total salary of each teacher for the purposes of collective bargaining and the maintenance and administration of this Agreement. With regard to any information provided to the OSSTF concerning its members, either individually or collectively, OSSTF shall save the Board harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The OSSTF agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.

### **VIII METHOD OF PAY**

- 8.01** The first pay of the new school year shall occur on the Thursday of the first instructional week of school in September. A teacher's annual salary shall be paid on a bi-weekly pay schedule. Each bi-weekly pay shall be 1/26 of the annual salary of a teacher.
- 8.02** Union dues shall be deducted in equal installments from each of twenty-six (26) pays. The dues shall be based on a percentage of earnings each pay and shall be only deducted from teachers who are receiving a pay on the date of deduction.  
The local levy shall be deducted as follows:
  - For teachers on the payroll all year, the deduction shall occur in two equal installments; one from the second pay in September and one from the second pay in February.
  - For teachers not on the payroll during semester one, the deduction shall occur in two equal installments, one from the second pay in February and one from the second pay in May.
  - For teachers not on the payroll during semester two, the deduction shall occur prior to the leave, in two equal installments, one from the second pay in September and one from the second pay in November.

- 8.03** Teachers shall be paid on a direct deposit system on Thursdays on a bi-weekly basis. Payments shall be deposited directly into the teacher's personal account in the financial institution of his/her choice.
- 8.04** A teacher is entitled to be paid annual salary in proportion that the number of school days on which the teacher performs duties bears to the total number of school days in the school year.
- 8.05** For the purpose of calculating loss of pay, the figure used per day shall be 1/194 of the teacher's annual salary.
- 8.06** Any adjustment as a result of an overpayment or underpayment of salary shall be retroactive for a period of one year (twelve {12} months) from the date on which Human Resources Services determines that there is an overpayment or an underpayment. Prior to any adjustment to salary as a result of an overpayment or underpayment, the Superintendent responsible for Human Resources, or designate, shall consult with the teacher to discuss the timing for the necessary adjustment.
- 8.07** Teachers who leave the Board's employ or who go on a leave of absence will be paid any salary owing up to the last day worked. Notwithstanding 8.04 above, the teacher will be paid salary based on the teacher's full time equivalency status for each semester as set out in Article 8.09 in the proportion that the number of school days on which the teacher performs duties in the semester bears to the total number of school days in the semester.
- 8.08** Premiums for LTD insurance shall be deducted from each pay.
- 8.09** For a part-time teacher, salary and any other entitlements that are not specified in other provisions of this Agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment.
- 8.10** For the purpose of reporting hours worked for Employment Insurance, the Board shall record each full day of work as eight (8) hours worked.

## **IX BENEFITS**

Refer to C7.00 and Letter of Agreement #4 of Part A of the Central Agreement. Articles 9.07 and 9.08 will remain in the collective agreement. Articles 9.01 to 9.06 will remain in effect until such time as the transition to the Provincial Benefits Trust occurs.

- 9.01** The period of time for Long-term Disability arrears/refunds shall be determined by the LTD carrier.

**9.02 Long-term Disability**

The Board shall make deductions and remit premiums to the carrier for a Long-term Disability Plan managed by the Union. The Union shall advise the Board of the plan design or of premium rates. Employees shall pay 100% of the premium cost. Effective September 1, 2008, LTD shall be mandatory for all new hires.

**9.03 Employment Insurance Rebate**

The Employment Insurance Commission, in recognizing the Board's Sick Leave Plan, has agreed to make a rebate of premiums to the Board. Each bargaining unit member is entitled to a pro-rated portion of this rebate.

**X SICK LEAVE AND GRATUITY**

Refer to C9.00 of Part A of the Central Agreement.

**10.01** Each teacher shall be supplied with a statement of sick leave credits in electronic format. Absences for the previous school year shall also be available. The Bargaining Unit shall be provided with a printed absence summary for each teacher.

**10.02** Refer to C.600 and Appendix A of Part A of the Central 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:

a) The gratuity paid under 10.02 shall be calculated as follows:

$$\frac{\text{Unused Cumulative Sick Leave (to a maximum of 200 days)}}{200} \times 50\% \text{ of Salary}$$

Salary shall be based on the salary received in a teacher's last year of employment, and in any event the retirement gratuity shall not be in excess of one-half the salary from the Board received by the teacher in the year immediately prior to the teacher's termination date.

Notwithstanding the foregoing:

- i) at any time in the five (5) years preceding retirement, if a full-time teacher takes a full leave of absence, becomes part-time as a result of having accepted a reduced timetable, or takes a part-time leave of absence, or is in receipt of part-time LTD benefits, then he / she shall have his / her gratuity calculated as if he / she had been paid 100% of the annual salary and allowances payable in the final year of employment.

- ii) A teacher in receipt of full LTD benefits preceding retirement shall have his / her gratuity calculated based on 100% of his / her pre-disability salary and allowances received in the year immediately prior to commencement of LTD benefits.
- iii) A full-time teacher who takes a leave of absence greater than five years shall have his/her gratuity calculated based on 100% of his/her annual salary and allowances at the time the leave commenced.
- iv) Teachers who have part-time leaves of absence greater than five (5) consecutive years preceding retirement will have a gratuity calculated on their actual salary received in their last year of employment.
- v) A teacher on Federation Leave under article 16.08 shall have his/her gratuity calculated based on 100% of his/her annual salary and allowances payable in their final year of employment.

**b) Salary does not include any money received for Night School or Summer School.**

**10.03** A teacher who plans to retire is to advise the Board in writing by March 15<sup>th</sup> in order to qualify to receive payment of his/her retirement gratuity on the first working day of the month following the date of retirement within that year. Where notification for retirement on or before June 30<sup>th</sup> comes later than March 15<sup>th</sup>, the retirement gratuity shall be paid on the first working day in September of the following school year, except when otherwise mutually agreed between the teacher and the Board.

**10.04** In the event of the death of a teacher who is otherwise eligible for a retirement gratuity as above, has been employed by the Board, or at least one of its predecessor Boards, for a minimum of ten (10) consecutive years immediately prior to his/her death, a retirement gratuity based on the formula in 10.09 shall be paid to his/her designated beneficiary.

**10.05** In the event of the death of a teacher after termination of employment with the Board, any unpaid retirement gratuity shall be paid to his/her designated beneficiary.

**10.06** Approved leaves of absence shall not constitute a break in continuous service.

## **XI SCHOOL LEADERSHIP POSITIONS**

**11.01** A teacher must have a Specialist or Honours Specialist to hold a Position of Added Responsibility (PAR). A teacher who does not have their Specialist or Honours Specialist and has accepted an Acting PAR in which they have two years to become qualified must obtain their Specialist or Honours Specialist by the end of the two-year period. If they do not have their Specialist or Honours Specialist by the end of the two-year period, then the individual will no longer hold the PAR.

- 11.02 a)** No teacher shall hold more than one PAR at any one time.
- b)** In order to apply to or hold a PAR, the teacher must be assigned at least one section per semester within a school. For purposes of this Article, the definition of school does not include an off-campus site. If a teacher currently holding a PAR is not assigned at least one section within a school for a semester, the Secondary School Staffing Committee, in consultation with the In-School Staffing Committee, will determine how the PAR will be covered during this period of time. If there are sections within the department the PAR will be posted. Should a teacher hold a PAR for only one semester, they will be paid 50% of their PAR allowance for that school year.
- 11.03 a)** The In-School Staffing Committee shall meet to implement the following PAR Structure when any one of the following occurs:
- i) A teacher no longer holds their PAR;
  - ii) A new PAR has been added to the school;
  - iii) At the request of the Secondary School Staffing Committee;
  - iv) At any time as deemed necessary by the In-School Staffing Committee.
- b)** In the event that the In-School Staffing Committee cannot reach a decision on an issue related to PAR, the issue will be directed to the Secondary School Staffing Committee for a final decision.
- 11.04 a)** Any reduction of PAR held prior to September 1, 2005 will occur through attrition (resignation, retirement or promotion) unless the PAR is held as an "Acting" position with a termination date.
- b)** Articles 5 through 10 will be implemented for PAR that are hired on or after September 1, 2005 and PAR that are currently held as "Acting" headships that have termination dates.
- c)** i) The Guidance, Library, Physical Education and Vocational Studies PAR held prior to September 1, 2005 shall remain as designated; all other PAR designations except Physical Education are based on the number of sections in a department according to the following staffing section allocations:
- |                |                                  |
|----------------|----------------------------------|
| 0-5 sections   | = assistant head (prior to 2005) |
| 6-19 sections  | = minor head                     |
| 20-39 sections | = major head                     |
| 40+ sections   | = major and an assistant head    |

Physical Education – The Physical Education PAR are based on yearly student FTE enrollment numbers by school. This FTE enrollment number is the number used for September staffing.

Enrollment level	0 -750	One major head of Physical Education
	751 +	One major head. In addition, the In-School

Staffing Committee, in consultation with the staff, may add a minor head.

- ii) Any new PAR hired after September 1, 2005 will be dissolved if the department section count is less than 6 sections. These sections will be combined with another department pursuant to Articles 5 through 10. If department sections decrease to fewer than 40 sections, the assistant head automatically dissolves.
- iii) In the event that a teacher's designation changes, the Board will provide notification of the change in writing to the teacher prior to September 30<sup>th</sup> in any given year. If the number of sections change after September 1<sup>st</sup> (increases or decreases), this will not impact the PAR designation for that year.
- iv) All sections allocated to a school shall be assigned to a department for purposes of section count and PAR calculations.

**11.05** Positions of Added Responsibility are based on yearly student FTE total enrollment numbers by school. This FTE enrollment number is the number used for September staffing.

- a) In the event that there is a decrease in enrollment level then the reduction in PAR shall be by attrition only.
- b) In the event that there is an increase to the next enrollment level then the Secondary School Staffing Committee shall review the enrolment level increase and determine the PAR.

Enrollment Level One	0 – 500	10 PAR
Enrollment Level Two	501 – 900	13 PAR
Enrollment Level Three	901+	17 PAR

**11.06 a)** The following are mandated PAR:

English  
Math  
Science  
Tech  
Physical Education  
Geography and/or History

- b) Geography/History may stand alone, may combine or may form another combination.
- c) Mandated PAR may be combined with additional PAR as outlined in Article 11.07. However, mandated PAR may not be combined with other mandated PAR.
- d) A department can only be combined with another department when there is no PAR in one of the departments as a result of attrition. The combination of departments may occur regardless of the number of sections in a department. The In-School Staffing Committee shall consult with the teaching staff prior to combining a department. When combining a department, the combination shall not be based on qualifications of

an individual within the school. The combination shall be based on sound educational principles and education priorities at the school, Board or provincial level. An affected PAR may appeal the decision to combine departments to the Secondary School Staffing Committee within five school days of the decision.

**11.07 a)** The additional PAR are as follows:

Art  
Business  
Family Studies  
Moderns  
Music  
Co-op  
Library  
Guidance  
LRT/Special Education  
Drama  
Geography and/or History  
Experiential Education

- b)** There may be other PAR based on approval of the In-School Staffing Committee (in consultation with the teaching staff) and final approval of the Secondary School Staffing Committee. If consensus is not reached at the In-School Staffing Committee, the proposed additional classification shall be forwarded to the Secondary School Staffing Committee for review and final decision.

**11.08** GELA shall have a minimum of one PAR.

**11.09** A posting for a Position of Added Responsibility shall be a 6 section, full-time posting subject to the following:

- a)** Where there is a program need identified by the Secondary School Staffing Committee (e.g. senior physics) that the successful candidate will be expected to fulfill, the Position of Added Responsibility posting will indicate that a preference will be given to candidates with additional qualifications in physics, for example. As a result, it will not be necessary to list the specific sections associated with the headship vacancy.
- b)** When there is a Position of Added Responsibility vacancy during the school year that includes 6 sections, then the Position of Added Responsibility shall be posted effective the date of the vacancy.
- c)** When there is a Position of Added Responsibility during the school year that does not include 6 sections, then the Position of Added Responsibility shall be posted as follows:
- i)** As a 6 section posting, effective September 1<sup>st</sup> of the following school year. If, however, the successful candidate is from within the school then the Position of Added Responsibility shall be effective immediately.



- ii) If the successful candidate is external to the school then the Position of Added Responsibility shall be posted as an acting position with the current number of sections from the date of vacancy until the end of the current school year.
- d) Between the declaration of surplus by school and August 31<sup>st</sup>, if there is a Position of Added Responsibility vacancy effective the following school year that does not include 6 sections, then the Position of Added Responsibility shall be posted as follows:
  - i) As a 6 section posting, effective September 1<sup>st</sup> of the school year following the effective date of the vacancy. If, however, the successful candidate is from within the school then the Position of Added Responsibility shall be assumed upon the effective date of the vacancy.
  - ii) If the successful candidate is external to the school, then the Position of Added Responsibility shall be posted as an acting position with the current number of sections from the date of vacancy until the end of the current school year.

**11.10** Any teacher who is appointed to a Position of Added Responsibility shall teach at least two (2) sections, one per semester, in the subject area or subject areas for which the department or organizational unit has been created.

## **XII CONDITIONS OF WORK**

**12.01** Each full-time teacher shall be assigned a maximum of six (6) periods.

**12.02** A full-time teacher shall be assigned up to 64 additional professional assignments per school year which may be comprised of on-calls, supervisions, student mentoring (not including attendance monitoring) and teacher mentoring.

**12.03** There shall be no more than two (2) half-periods of on-calls/supervision/student mentoring/teacher mentoring assigned per week and no more than one half-period per day. Regardless of the length of the amount of time allocated within the half-period, the assignment shall count as one (1) half-period.

Notwithstanding the above, the Principal may assign some or all Guidance, Learning Resource, Library, Co-op, Self-contained Special Education and Alternative Education teachers to student mentoring as their additional professional assignments on a daily basis not to exceed the equivalent of the number of half-periods pursuant to Article 12.02.

**12.04** Alternative professional assignments shall be equitably distributed among all teachers.

**12.05** Part-time teachers shall be assigned additional professional assignments pro-rated in the same proportion as their assignment bears to full-time.

**12.06** No teacher shall be assigned more than 3.0 courses per semester unless there is an agreement by the teacher, the Bargaining Unit and the Board.

- 12.07** A period shall be 75 minutes in length. The length of time may be adjusted to accommodate home room. No teacher shall be assigned more than three periods without a break, unless agreed by the Board, the Bargaining Unit and the teacher, and reported to the Secondary School Staffing Committee.
- 12.08** Each teacher is entitled to forty (40) consecutive minutes for lunch without assigned duties. If extraordinary circumstances arise, teachers shall not reasonably refuse to supervise during the lunch period.
- 12.09** Unless otherwise agreed upon by a teacher, no teacher shall be assigned more than two half-credit courses in a school year except where it is the normal part of the teacher's assignments to teach several half or partial credit courses in order to deliver normal instructional program (i.e. team teaching in shop rounds course or civics/career education).
- 12.10** Wherever possible, teachers shall be notified of any on-call assignments before the close of the previous school day.
- 12.11** The Superintendent responsible for Human Resources, or designate, will forward to the District 23 Office, by September 30<sup>th</sup> and February 28<sup>th</sup>, a copy of each member's workload assignment for the year.

- 12.12** (a) In order to provide a positive learning environment, the following maximum class sizes, , shall be:

	<u>2014-17</u>
LDCC/Learning Strategies	16
"K" classes	16
Applied	23
Grade 9/10 Open	25
Academic	30
Workplace "E"	22
OSSLC	20
College	27
Grade11/12 Open	26
University	32
University/College	32
Co-op	25
ESL Subject Group	19
STEP/Credit Recovery	19
Off-Site Alternative	23
Broad-Based Technology (excluding Computer and Communication classes)	22
Family Studies (labs)	24

(b) Class size limits may be exceeded by a maximum of 2 per class. If a further imbalance occurs during the scheduling process, these class size limits can be exceeded with the approval of the In-School Staffing Committee.

(c) Further, for 10% of classes in the school board, class size caps may be exceeded by up to 2 students. These exceptions shall be shared with the Secondary Staffing Committee and the In-School Staffing Committee.

(d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph c) without mutual consent.

(e) There shall be no change to local special education class size caps identified in section 31 of Regulation 29 under the *Education Act*.

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

**12.14** By October 15<sup>th</sup> for the first semester, and March 15<sup>th</sup> for the second semester, no class shall exceed the maxima in Article 12.12.

**12.15** By the first Friday in October for the first semester, and by the first Friday in March for the second semester, the In-School Staffing Committee shall review the class sizes.

**12.16** The length of the school year shall be in accordance with the *Education Act*.

**12.17** Teachers shall not be required to work any days preceding the official start of the school year.

**12.18 E-Learning**

a) Secondary school students under 21 years of age taking credit courses through an electronically delivered curriculum shall be recorded on the day school register and shall be assigned to a class which is one of the six classes assigned to a teacher of the Teachers' Bargaining Unit.

b) For the purposes of staffing in grades 9 to 12 for E-learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations. A class which is taking a course for secondary school credit, delivered in part through electronically delivered curriculum, shall be subject to the same class size guidelines as other classes in the secondary system. Credits granted for such classes shall be used to generate FTE teachers within the Teachers' Bargaining Unit.

c) All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the teacher assigned to the electronic classroom.

- d) A teacher teaching electronically delivered courses shall be assigned a work location in the teacher's secondary school.
- e) A teacher assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Article 12 of this Collective Agreement.
- f) For purposes of staffing and surplus declaration, a teacher assigned to teach electronically delivered credit courses shall be included in the staff complement of the secondary school which is the work location of the member. Each time the school is staffed the teacher has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.
- g) The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment and staffing of credit courses offered by electronically delivered curriculum.

**12.19** A secondary school's Average Daily Enrolment 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.

### **XIII STAFFING, SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL**

#### **13.01 a) Secondary Staffing Committee**

- i) A Secondary Staffing Committee shall be established to provide input to the Superintendent with responsibility for Human Resources, or designate, regarding the staffing requirements of the secondary system and to assist with determining the number of teachers required in accordance with the *Education Act*, applicable regulations and the Collective Agreement.
- ii) The Committee shall be composed of three representatives from the Board and three representatives from the Bargaining Unit. Additional personnel resources may be invited to meetings on the consent of the Board and the Bargaining Unit. The Superintendent with the responsibility for Human Resources, or designate, shall chair the Committee.
- iii) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee, shall:
  - (a) Review the enrollment projection data to estimate the total complement of secondary system teaching staff for the following school year.
  - (b) Have calculated the number of teachers required for credit and non-credit courses/lines in accordance with the *Education Act*, applicable Regulations, and the Collective Agreement and allocate to each school its share.

- iv) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee, will make the necessary adjustments to the total complement of secondary system teaching staff in response to shifts in the projected enrolment.
- v) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee, shall allocate the number of teachers to the schools.
- vi) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee shall monitor individual workload including class sizes. When a teacher's workload including class size is excessive the Secondary School Staffing Committee shall make recommendations through the Superintendent of Human Resources or designate to the Superintendent responsible for the teachers school to address the situation. The Board shall ensure that necessary data is made available to the committee.
- vii) The Secondary Staffing Committee shall monitor the application of surplus and redundancy procedures and ensure that procedures are followed. For this purpose, the Committee shall attend a meeting to declare surplus to schools and vacancies. Human Resources shall consult with District 23 OSSTF regarding the placement of surplus teachers.
- viii) The Secondary Staffing Committee shall act on a consultative basis only. The final decisions shall rest with the Superintendent responsible for Human Resources, or designate.
- ix) The Secondary Staffing Committee shall meet at least monthly, if required, starting in September of the school year.

### **13.02      In-School Staffing Committee**

An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.

- a) An In-School Staffing Committee shall be comprised of the following school personnel:
  - i) the OSSTF Branch President, or designate
  - ii) a second representative from the Branch Executive
  - iii) the Principal
  - iv) a Vice-Principal
- b) The Committee shall meet at least three (3) times per school year at the request of the Branch President. The purpose of the meetings are as follows:

- i) to review the initial and final staffing allocation of the school. To include a review of the allocation of classroom teachers, including non-credit Special Education, ESL, Guidance, Library and LRT, and class size. The Committee will provide feedback to the Secondary Staffing Committee.
- ii) To review surplus and redundancy declarations. Department Heads are exempt from being surplus to the needs of the school.
- iii) To implement the Positions of Added Responsibility Structure (PAR).
- c) The Committee shall act in a consultative basis only; the final decision shall rest with the Principal.

- 13.03 a) Surplus to School Teacher** - A Surplus to School teacher is a teacher who has been identified by seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.
- b) Redundant Teacher** - Teachers with lower seniority than the staff complement specified for the system, in accordance with Article XIII, shall be declared redundant. Teachers designated as redundant shall not be assigned a timetable until they have been removed from that category.
- c)** Throughout this Article, all references to qualified teachers refers to qualifications listed on the Ontario College of Teachers' Certificate of Qualification and/or as per the Acts and Regulations.

Where qualifications can be obtained prior to the commencement of a position or vacancy, a teacher must agree in writing to become qualified. He/she shall then be deemed to be qualified for that position or vacancy.

- d)** Where a teacher cannot be assigned a timetable in his/her areas of qualification as per (c) above:
- i) the teacher will be transferred to an available position in another school in accordance with his/her qualifications as per (c) above; or
  - ii) the teacher will be accommodated in another teachable subject area in a school operated by the Board. Such arrangement is contingent upon the teacher commencing retraining immediately in the new teachable subject area and providing annual proof that retraining is progressing by at least one course annually.

#### **13.04 Seniority**

Teachers shall be declared surplus or redundant according to seniority. Seniority shall be determined using length of teaching service. In determining seniority credits, the maximum seniority that can be accrued is one year in any one year. The order shall be:

**a) For all teachers covered by this Agreement**

Length of continuous service as a contract secondary school teacher with the Board or its predecessor Boards. Continuous service shall be calculated from the most recent first day of work after being hired as a contract secondary teacher. If the secondary teaching experience of a teacher covers more than one predecessor Board and is continuous, the most recent first day is the original first day.

**b) For teachers whose seniority numbers are tied and who are in the bottom fifteen percent of the seniority list:**

- i) length of service as a teacher with the Board and its predecessor Boards, including elementary contract teaching for teachers hired prior to September 1, 1998, and secondary long-term occasional service as of December 31 of the current school year. Long-term occasional work must have occurred after August 31, 1990. Long-term occasional service is defined as a minimum of nine (9) consecutive days in the same assignment.
- ii) length of total teaching service with the Board and its predecessor Boards, including casual occasional service as of December 31 of the current school year. Casual occasional service must have occurred after August 31, 1993. The Board's records will be accepted as correct in determining casual occasional service.
- iii) length of total contract teaching service in Ontario.
- iv) length of total contract teaching service.
  - iv) by lot conducted by the Superintendent responsible for Human Resources, or designate, and the Bargaining Unit President.

**c) For teachers who were not covered by 13.04 (b) but subsequently are at risk of being declared surplus and have a tied seniority number:**

Article 13.04 (b) (i) to (v) shall be applied.

**13.05 Further Conditions**

- a) Length of service shall be pro-rated for occasional teaching service, part-time and/or part year teachers, expressed to two decimal places, for 13.04 (b) (i) to (iv).
- b) All leaves including unpaid leaves granted by the Board shall not constitute a break in continuous service.

- c) For the purpose of determining length of teaching service, any teacher whose first day of work is the first day of a school year or the first day of a semester in a semestered school, shall be deemed to have started their employment on September 1 or February 1 respectively.
- d) For the purpose of determining length of teaching service, teachers shall not be credited with summer school, night school or other forms of continuing education teaching experience.

**13.06** A principal or vice-principal who returns to the bargaining unit within a period not to exceed two (2) years from the time of assuming the position of principal or vice-principal shall be entitled to seniority held at the time of leaving the bargaining unit. Such a principal or vice-principal may be assigned to a position in the bargaining unit if the position is vacant after the procedures under the Agreement for filling it have been exhausted, and subject to the principal or vice-principal paying union dues on all salaries received during the leave upon return to the Bargaining Unit.

**13.07 Seniority List Publication**

The Board shall prepare and post electronically a list of teachers in order of seniority by February 15<sup>th</sup> of each school year. The President of the Bargaining Unit shall also be provided with a copy of such list. The list shall include the name and workplace of each teacher and shall, for the bottom 15%, show separately each determinant used in calculating seniority as defined in Article 13.04.

Within ten (10) teaching days of posting the list, a teacher who considers that his/her position on the seniority list is incorrect, must report the error in writing to the Superintendent responsible for Human Resources, or designate, and to the President of the Bargaining Unit. The Superintendent responsible for Human Resources, or designate, shall respond in writing within ten (10) teaching days, and shall revise the list as necessary.

**13.08 Surplus to School Declaration**

- a) A Surplus to School teacher is a teacher who has been identified by seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.
- b) Each principal shall send the names of all surplus teachers in the school to the Superintendent responsible for Human Resources to be compiled into a Surplus List by April 25. Each Surplus List shall be posted electronically and an electronic copy shall be forwarded to the Bargaining Unit.
- c) The Board shall notify, in writing, each teacher who is to be declared surplus. Copies of all letters shall be sent to the Bargaining Unit.



- d) The President of the Bargaining Unit shall be provided with all relevant information regarding surplus declarations prior to the declarations.
- e) Teachers holding school leadership positions shall not be declared surplus to school but may be declared redundant in accordance with this Article.

#### **13.09 Staff Transfers**

- a) The Superintendent responsible for Human Resources, in consultation with the Secondary School Staffing Committee, shall make staff transfers when deemed necessary, at any time in the school year. In effecting such transfers, distance shall be a relevant consideration, and such transfers shall not be made in an arbitrary or discriminatory manner.
- b) Any teacher placed by transfer in accordance with Article 13.10 (a) shall not be placed again by such transfer in the following school year, except by mutual agreement.

#### **13.10 Voluntary Transfers**

- a) A teacher interested in transferring to a different school shall submit their request to transfer in writing to the Superintendent responsible for Human Resources, or designate, by March 1<sup>st</sup>. The Board shall compile a list of teachers requesting a transfer. A copy of the list and the number of sections per school available for transfer purposes shall be provided to the President of the Bargaining Unit.
- b) Principals will review the teachers requesting transfer to their school and notify Human Resources of the transfers they are approving. The decision to approve, or not approve transfers is at the principal's discretion. A copy of the approved transfers (teachers' names, number of sections and subject areas) shall be provided to the President of the Bargaining Unit. Teachers shall be notified of the transfer by Human Resources Services as soon as possible.
- (c) Transfers will be limited to vacancies initially identified by principals. Sections vacated by a transferring teacher shall be added to the Vacancy List for posting on May 7 (Article 13.13(a)).
- (d) Teachers requesting a transfer cannot increase their contract entitlement as part of the transfer process.

### **13.11 Mutual Transfer**

- a) Two teachers from different schools, who mutually agree to an exchange of teaching assignments, shall submit their request in writing to the Superintendent of Human Resources, or designate, by December 1<sup>st</sup> for semester two and by March 1<sup>st</sup> for semester one. Subject to Article 13.11 (d), such transfers shall be granted subject to the approval of the Superintendent of Human Resources, or designate.
- b) A teacher is ineligible for a mutual transfer if the teacher is declared surplus to school or redundant.

### **13.12 Vacancies**

- a) Each principal shall report all vacancies in their school to the Superintendent responsible for Human Resources, or designate. The initial vacancies shall be compiled into a Vacancy list by May 7. A copy of the Vacancy List shall be posted electronically, and shall be forwarded to the President of the Bargaining Unit.
- b) The Vacancy List shall be updated as needed by the Superintendent responsible for Human Resources, and all updates shall be posted electronically and shall be forwarded to the President of the Bargaining Unit.
- c) During periods of surplus and redundancy only, all vacancies shall be posted electronically for a minimum of forty-eight (48) hours, excluding weekends and holidays, before the position is offered to any teacher.
- d) Surplus to school teachers shall have one (1) right of first refusal based on qualifications in order of seniority to any posted vacancy until June 30<sup>th</sup>. A surplus to school teacher who does not exercise their right of first refusal and is placed by the Board or is awarded a job competition shall maintain their right of first refusal until June 30<sup>th</sup>. Any vacancy after June 30<sup>th</sup> is not subject to the right of first refusal.
- e) Subject to Article 13.13(d) all teachers covered by this Agreement, except for redundant teachers, may apply for any remaining vacancy from the Vacancy List for which they are qualified.

### **13.13 Placement of Surplus to School Teachers**

- a) Surplus to school teachers who still require placement shall be offered a position based on qualifications in order of their seniority number. A surplus to school teacher shall have twenty-four (24) hours, exclusive of weekends, from the time a position is offered, to accept a vacant position. A surplus to school teacher who refuses, or accepts, a position, must confirm his/her decision in writing, to the Superintendent responsible for Human Resources, or designate. Failure to notify in writing within the 24 hours shall be considered notice of rejection of a position. If a surplus to school

teacher refuses two offers of a position, it shall be the responsibility of the Superintendent responsible for Human Resources, or designate, to ensure that such a teacher is assigned to a suitable position for which he/she is qualified.

- b)** If no vacancy exists for which a surplus to school teacher is qualified, it shall be the responsibility of the Superintendent responsible for Human Resources, or designate, to ensure that such a teacher is assigned to a suitable position for which he/she is qualified, and which is presently held by a similarly qualified teacher with the least seniority in the system. The teacher thus displaced from a position shall be declared redundant.
- c)** If, after following the procedures set out in Articles 13.13 (a) and 13.13 (b), there is no vacancy for which a surplus to school teacher is qualified, that teacher shall be declared a redundant teacher.
- d)** A surplus to school teacher may elect to refuse to displace another teacher. Such teacher then becomes redundant.

#### **13.14 Redundant Teachers**

- a)** The number of teachers declared redundant by the Board shall be determined by the total reduction of staff necessary based on the provisions of Article XII, considering projected enrolments, known leaves of absence, retirements and resignations.
- b)** Reductions in staff shall start at the bottom of the Seniority List with the least senior teacher and proceed up the ranked list.
- c)** The President of the Bargaining Unit shall be notified of redundancies prior to the declaration of redundancies.
- d)** A list of all redundant teachers shall be prepared by the Superintendent responsible for Human Resources, or designate. A copy of the Redundancy List shall be posted electronically and shall be forwarded to the Bargaining Unit.
- e)** Each redundant teacher shall be informed in writing by the Board as to his/her status as a redundant teacher by May 3. Copies of all letters shall be sent to the Bargaining Unit.

#### **13.15 Provisions for Redundant Teachers**

- a)** Redundant teachers shall have the right of recall, in order of qualifications and seniority, to regular teaching positions in accordance with Article 13.17 of this Agreement.

- b) At his/her option, on August 31, a redundant teacher who has completed his/her probationary period, may accept severance pay in lieu of recall rights. Severance pay shall be according to the following schedule:

( i)    less than five years' service	1/6 annual rate of salary
( ii)    5 to 8 years' service	1/4 annual rate of salary
(iii)    over 8 years' service	½ annual rate of salary

- c) The severance pay shall only be payable if the teacher verifies that he/she is unemployed on the September 15<sup>th</sup> following his/her termination.

### **13.16 Recall**

- a) A teacher who is laid off shall retain seniority and recall rights for a period not to exceed three (3) years from the date of termination of employment.
- b) No new teacher shall be hired and no current teacher shall be allowed to increase their teaching assignment until such time as there are no surplus, redundant or laid off teachers with the required qualifications for the teaching position to be filled.
- c) In all cases of recall, teachers shall be recalled in accordance with his/her seniority ranking provided he/she has the necessary qualifications for the teaching position to be filled or he/she agrees in writing to become qualified prior to the commencement of the assignment.
- d) All teachers eligible for recall shall file with the Board and the OSSTF, District 23 their most recent address and telephone number. Teachers who do not inform the Board of where they may be reached for recall purposes shall forfeit their right to recall if they are no longer residing at their last known address provided to the Board.
- e) A teacher who is recalled in accordance with this Article shall be reinstated as though there had been no interruption in service or seniority. Teaching experience for grid placement purposes shall not accrue during any period of lay-off. On recall, a teacher is entitled to sick leave accrued to the time of termination.
- f) The Board agrees to notify the President of District 23, OSSTF of the names of all teachers either laid off and/or subsequently recalled.
- g) Subject to eligibility requirements, as specified by the carriers, teachers on lay-off and eligible for recall, shall be entitled to continue participation in the group extended health and dental benefit plans to which he/she belonged at the time of termination of employment for a maximum of up to three (3) years from the date the teacher's employment terminated. Such teacher must pay 100% of the premium costs.

- h) An offer of position shall be made originally by telephone. A teacher shall inform the Board of his/her acceptance or rejection within twenty-four (24) hours of receiving the offer, exclusive of Saturday and Sunday. A teacher who fails to inform the Board within twenty-four (24) hours shall be deemed to have rejected the offer.
- i) If no contact can be made with the teacher by telephone, the Board shall contact the teacher, in writing, by priority post or courier. He/she forfeits all right to recall if a redundant teacher does not respond to the offer of a position by midnight on the fifth (5<sup>th</sup>) day (exclusive of Saturday and Sunday) after the date of mailing of the written offer.
- j) A teacher has the right to refuse three recalls to a position offered by the Board without prejudice to the teacher's recall rights. A fourth refusal of an offer will result in the teacher losing all rights of recall. Any refusal to a position in the same school previously refused shall not constitute one of the recall entitlements.
- k) At the time of recall, a teacher who is enrolled in an educational upgrading course which prevents him/her from assuming the duties of a position offered by the Board shall be assigned to the available position in accordance with this Article and shall be granted an unpaid leave of absence for the duration of the course.
- l) Teachers who were on part-time assignment at the time they were laid off shall be recalled to part-time assignments only, as long as there are teachers with recall rights.
- m) Teachers who were on full-time assignment shall be recalled to either full-time or part-time assignments, provided that teachers who had full-time assignments shall have the right to refuse a part-time assignment without losing their right of recall.
- n) A teacher who was on a full-time assignment and who accepts a recall to a part-time assignment shall retain the right to a full-time assignment provided that he/she shall only be entitled to that assignment at the commencement of a term or a semester, or through increased staffing as a result of enrolment review.
- o) If a teacher is being recalled to a position in the school from which he/she was declared redundant, the teacher shall be placed by the Board. No right of refusal exists.

#### **XIV EVALUATION**

- 14.01** No member of the Bargaining Unit shall evaluate another member of the Bargaining Unit. It is understood that members in leadership positions shall continue with formative supervision to assist teachers in areas of professional growth.

## **XV GRIEVANCE AND ARBITRATION**

### **15.01 Definitions**

- a) A “grievance” shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- b) A “party” shall be defined as:
  - i) OSSTF
  - ii) the Board.
- c) “Days” shall mean regular work days unless otherwise indicated.

**15.02** A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage of this grievance and arbitration procedure.

### **15.03 Complaint Stage**

Any dispute to be recognized as a grievance must first be discussed by the teacher with the Principal, or immediate supervisor, within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the discussion with the Principal or immediate Supervisor.

### **15.04 Step One**

The Bargaining Unit may initiate a written grievance with the Superintendent responsible for Human Resources, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clause(s) in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) the signature of the duly authorized official of the Bargaining Unit.

#### **Step Two**

If no settlement is reached at Step One, the Bargaining Unit may, within ten (10) days of receipt of the written reply of the Superintendent responsible for Human Resources, or designate, refer the matter to the Director of Education or designate. The Bargaining Unit shall present the grievance to the Director or designate at a meeting to be held within fifteen (15) days of the Director’s receipt of the grievance. The Director of Education, or designate, shall answer the grievance in writing within five (5) days of the meeting.

### **Step Three**

If the reply of the Director, or designate, is unacceptable to the Bargaining Unit it may, within ten (10) days of receiving the written reply of the Director of Education, or designate, apply for arbitration. Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the arbitration procedure.

#### **15.05 Policy and Group Grievance**

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the Bargaining Unit and at Step Two, a Board representative shall present its grievance to Bargaining Unit's Grievance Committee.

#### **15.06 Grievance Mediation**

At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the timeframe in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

#### **15.07 Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or, if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The single Arbitrator or Board of Arbitration shall hear the pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

**15.08 Cost of Arbitration**

The fees for a single Arbitrator or Chairperson of a Board of Arbitration shall be shared equally by the parties.

**15.09** Time restrictions may be extended if mutually agreed in writing.

**15.10** There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Agreement.

**15.11** Should the investigation of processing of a grievance require that an involved teacher or Bargaining Unit representative be released from regular duties, the teacher shall be released without loss of salary or benefits. The Bargaining Unit agrees to reimburse the Board for the cost of the occasional teacher at the occasional teacher's rate provided an occasional teacher is hired.

**XVI LEAVES OF ABSENCE**

**16.01** The following absence shall be without loss of sick leave credit, loss of salary or loss of seniority:

**a) Bereavement**

A total of five school days may be allowed per bereavement of the following: father, mother, spouse, child, or common-law spouse.

A total of three school days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé or other person in loco parentis or any other relative who lived in the home.

One school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt or uncle, niece or nephew.

In the case of extenuating circumstances, application may be made to the Superintendent of Education responsible for Human Resources, or designate, for



additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

**b) Examinations and Convocations**

A teacher, with the prior approval of the Superintendent of Education responsible for Human Resources, or designate, may be absent from duty without loss of salary by reason of examinations and convocations as follows:

- i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for traveling, if necessary, as determined by the Superintendent of Education responsible for Human Resources, or designate.
- ii) A half-day period is granted for a teacher to attend his/her own graduation ceremony, or those of his/her son, daughter, husband, wife, or fiancé. In addition to the half-day period mentioned in the foregoing, one half-day shall be allowed for travel, if necessary, as determined by the Superintendent of Education responsible for Human Resources, or designate.

**c) Jury Duty or Subpoena**

Each teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall receive all benefits providing that the employee pays to the Board, any fee exclusive of traveling allowance and living expenses, that he/she receives as a juror or as a witness.

**d) Quarantine**

A teacher who is quarantined or otherwise prevented by an order of the Medical Health Authorities, from attending his/her duties because of exposure to a communicable disease.

**e) Recognized Holy Days**

A teacher is allowed a leave of absence for the observance of recognized Holy Days.

**16.02** In accordance with Part A, Letter of Agreement #6, the following absences shall be without loss of salary, seniority or sick leave credits to a maximum of five (5) days in a school year.

**a) Urgent Matters, Community or Public Service**

Up to a maximum of two (2) school days per year, for urgent matters (including adoptive leave and paternity leave), or emergency family-related matters or community or public service which cannot be conducted other than during school hours may be allowed. Such requests must state the reason for absence, and approval is at the discretion of the Superintendent of Education responsible for Human Resources, or designate.

**b) Moving**

One day only per school year shall be allowed for moving from a personal principal residence, but it shall not apply to a teacher who has submitted his/her resignation or who is moving to take a summer course. The day allowed shall be the actual day of the move.

**c) Hazardous Weather**

A teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Superintendent of Education responsible for Human Resources, or designate.

**d) Personal Day**

A teacher shall be granted a leave of absence for personal reasons for a maximum of one (1) day in a school year. Such leave shall not abut a Board-designated holiday, a statutory holiday, or summer, March or Christmas Break. The principal reserves the right to limit the number of personal days given on any one day at his/her school. Where possible, at least three (3) school days notice shall be given to the principal.

**16.03 Special Circumstances**

Absence involving unusual or extenuating circumstances may be referred to the Superintendent of Education responsible for Human Resources, or designate, for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence.

**16.04 Leaves of Absence**

The Board may allow leaves of absence to teachers (including extended parental leave), and when such leave is granted the following conditions shall apply:

- a) Where a leave of absence is requested by a teacher, it shall mean a request for release from duty, with or without pay (according to the circumstances), for a stated period of time. Requests for leave shall not exceed two school years.
- b) Upon return to staff, annual salary increments shall be granted to the teacher for the period during which he/she was on leave with pay.
- c) Upon return to staff, annual salary increments shall not be granted to the teacher for the period during which he/she was on leave without pay.
- d) A leave of absence of two years or less may be filled by a long-term occasional teacher.

**16.05** Upon the request of the teacher, the Board will provide reasons in writing for the denial of a leave or of payment for a leave.

**16.06 Pregnancy/Parental Leave**

Refer to Letter of Agreement #6 of Part A of the Central Agreement.

Pregnancy/Parental Leave shall be granted according to the terms of the *Employment Standards Act* and, in addition, the following conditions shall apply:

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

- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed 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.
- m) A teacher qualifying for a SEB plan payment under 16.06 (l) above shall not be financially disadvantaged by a reduced waiting period for EI benefits.
- n) For the purpose of Article 16.06(l), teacher's weekly earnings are 5/194 of the teacher's annual salary.

#### **16.07 Self-Funded Leave Plan**

The details of this Plan are as per the Addendum to this Agreement.

#### **16.08 Leave for Bargaining Unit Officers**

- a) Upon application by District 23, OSSTF, leave will be granted for up to the equivalent of four (4) full-time teachers. Such leave will be granted for District 23 activities and must be submitted to the Board by May 10<sup>th</sup> of the preceding school year.

- b) Each teacher on leave shall receive regular salary, allowances and benefits, experience for grid placement and seniority. District 23, OSSTF shall reimburse the Board for up to two (2) FTE leave based on the salary rate of a Category 2, Year 0 teacher plus the employer's portion of the absent member's non-statutory benefits plus allowances for the period of the leave.

#### **16.09 Leave for OSSTF Business**

- a) At the request of the OSSTF, District 23, the Board may excuse from teaching duties one or more teachers for the purpose of conducting official Federation business. Such leave shall be subject to prior arrangements with the Superintendent responsible for Human Resources, or designate, the reasonable requirements of the timetable and the availability of occasional teachers to replace the teachers involved. Absences may be segments of either half days or full days but, in any event, the maximum time for such leave shall not exceed sixty (60) days each school year.
- b) Members of the Bargaining Unit, granted leave under 16.09 (a) shall suffer no loss of salary, allowances and benefits. The Bargaining Unit agrees to reimburse the Board for the cost of the occasional teacher, if hired.

#### **16.10 Provincial Executive Leaves**

- a) In the event a member of the Bargaining Unit is elected or appointed to an office with the Provincial Executive of OSSTF, the Board agrees to give that teacher an indefinite leave of absence with pay.
- b) It shall be the responsibility of the teacher to notify the Board of his/her election or appointment to the Provincial Executive by the Friday following the March Break. Similarly, a teacher returning to teaching from the Provincial Executive must notify the Board by the Friday following the March Break.
- c) Sick leave credits shall not accumulate during the time spent on leave, but when the teacher returns to the Board from leave, he/she shall be credited with sick leave in accordance with C9.00 of Part A of the Central Agreement.
- d) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.
- e) The Union shall reimburse the Board for the full cost of salary and benefits of the teacher on leave.

**16.11** Subject to Article XIII, a teacher returning from leave pursuant to Article 16.08 or 16.09 or 16.10, shall be returned to his/her previous school.

#### **16.12 Part-time Leave - Reduction in Timetable**

- a) A part-time leave may be granted to a full-time teacher who has completed his/her probationary period and who wishes to reduce his/her timetable. There shall be no limit to the number of years a teacher may apply for a reduction in timetable.
- b) Application in writing for a leave under this Article shall be made to the Superintendent responsible for Human Resources, or designate, prior to March 1st.
- c) Subject to the provisions of Article 13, a return to a full-time teaching load at the teacher's current school upon completion of the leave shall be guaranteed.
- d) Notwithstanding the above, any teacher may, by mutual consent, apply for a reduced timetable at any time.

#### **16.13 Return from Leaves**

- a) A teacher holding a school leadership position shall be guaranteed his/her former school leadership position upon return from leave, provided that the position still exists and provided that the leave does not exceed two school years. If the position does not exist, or if a leave exceeds two school years, the teacher shall be guaranteed the first available appropriate school leadership position, but not necessarily in the same location nor in the same school leadership position.

When a teacher holding a school leadership position is on leave, the Board may fill the position on an acting basis.

- b) Subject to Article XIII, if a leave is granted to any teacher not holding a school leadership position, the teacher concerned shall be guaranteed a return to his/her former school provided that the leave does not exceed two school years. If the leave exceeds two school years, the teacher concerned shall be guaranteed a position in the system on return.

#### **16.14 Leave From Home School**

Teachers who accept an appointment of three school years or less to a central support term role, shall be guaranteed a return to their former school.

Teachers who take an unpaid leave of absence for two school years or less shall be guaranteed a return to their former school.

- 16.15** For the purposes of Article 16.13 and 16.14 "two school years" shall be interpreted as follows: Should a teacher take a leave at any time during the school year (September to June), the two school years commences the following September (i.e. if a leave commences October 5<sup>th</sup>, 2003, the two school years is from October 5<sup>th</sup>, 2003 through to August 31<sup>st</sup>, 2006).

#### **16.16 Family Medical Leave**

Refer to C8.00 of Part A of the Central Agreement

Family Medical Leave will be granted in accordance with the provisions of the *Employment Standards Act*.

#### **XVII UNION DUES AND LOCAL LEVY**

- 17.01** Deductions for Union dues and any levy chargeable by OSSTF shall be deducted in accordance with Article 8.02. The amounts shall be determined by OSSTF in accordance with its constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 17.02** The OSSTF dues deducted in 17.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, salary for the period, and the amounts deducted.
- 17.03** The local levy specified by the Bargaining Unit in 17.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 23, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, salary for the period, and the amounts deducted.

#### **XVIII CONTINUING EDUCATION**

- 18.01** The Parties agree that this Article sets out all rights and privileges for Continuing Education teachers who are teaching a credit course, except for
- Part A Central Agreement
    - C8.1 Family Medical Leave or Critically Ill Child Care Leave
    - C9.00 Sick Leave
    - Letter of Understanding #6 Pregnancy Leave
  - Part B Local Agreement
    - Article XV Grievance and Arbitration
    - Article XVII Union Dues and Local Levy
    - Article 26.02 Termination of Employment
    - Article 34 Roster and Long-Term Occasional Teachers' List
- 18.02** The Board agrees to post all vacancies electronically for three (3) school days and may simultaneously advertise provincially.
- 18.03** The Board agrees that any qualified teacher employed by the Board has the privilege of applying for any vacancy in the system, for which he or she is qualified.
- 18.04 a)** Salaries shall be as follows:  
Effective September 1, 2019:

Teacher        \$44.18  
 Supervisor    \$2,404

Effective September 1, 2020:

Teacher        \$44.62  
 Supervisor    \$2,428

Effective September 1, 2021:

Teacher        \$45.07  
 Supervisor    \$2,452

All rates of pay to be specified as "including vacation pay".

**b) Adult Education Basic Salary Scale September 1, 2019**

STEP	CATEGORY 1 – SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	41.50	43.18	47.17	49.71
1	44.30	46.19	50.63	53.42
2	47.10	49.20	54.09	57.13
3	49.88	52.21	57.55	60.83
4	52.68	55.21	61.01	64.54
5	55.47	58.22	64.47	68.26
6	58.27	61.23	67.93	71.96
7	61.05	64.24	71.39	75.67
8	63.85	67.25	74.85	79.38
9	66.64	70.26	78.32	83.08
10	69.45	73.27	81.78	86.80

**c) Adult Education Basic Salary Scale September 1, 2020**

STEP	CATEGORY 1 – SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	41.92	43.61	47.64	50.21
1	44.74	46.65	51.14	53.95
2	47.57	49.69	54.63	57.70



<b>3</b>	50.38	52.73	58.13	61.44
<b>4</b>	53.21	55.77	61.62	65.19
<b>5</b>	56.02	58.80	65.11	68.94
<b>6</b>	58.85	61.84	68.61	72.68
<b>7</b>	61.66	64.88	72.10	76.43
<b>8</b>	64.49	67.92	75.60	80.17
<b>9</b>	67.31	70.96	79.10	83.91
<b>10</b>	70.14	74.00	82.60	87.67

**d) Adult Education Basic Salary Scale September 1, 2021**

<b>STEP</b>	<b>CATEGORY 1 – SALARY</b>	<b>CATEGORY 2 - SALARY</b>	<b>CATEGORY 3 - SALARY</b>	<b>CATEGORY 4 - SALARY</b>
<b>0</b>	42.34	44.05	48.12	50.71
<b>1</b>	45.19	47.12	51.65	54.49
<b>2</b>	48.05	50.19	55.18	58.28
<b>3</b>	50.88	53.26	58.71	62.05
<b>4</b>	53.74	56.33	62.24	65.84
<b>5</b>	56.58	59.39	65.76	69.63
<b>6</b>	59.44	62.46	69.30	73.41
<b>7</b>	62.28	65.53	72.82	77.19
<b>8</b>	65.13	68.60	76.36	80.97
<b>9</b>	67.98	71.67	79.89	84.75
<b>10</b>	70.84	74.74	83.43	88.55

**18.05** The following absences shall be without loss of salary or sick leave:

**a) Bereavement for Summer School Teachers**

A total of five school days may be allowed per bereavement of the following: father, mother, spouse, child or common-law spouse.

A total of three school days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé or other person in loco parentis or any other relative who lived in the home.

A total of one (1) school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece or nephew.

**b) Bereavement for Continuing Education Teachers (other than Summer School)**

A total of one (1) school day (teaching session) may be allowed per bereavement of the following: father, mother, spouse, brother, sister, child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, ward or guardian, grandparent-in-law, son-in-law, daughter-in-law, aunt or uncle.

**c) Examination and Graduation**

A teacher who is scheduled to work and who has received the prior approval of the Director of Education or designate may be absent from duty without loss of pay in accordance with the following:

- i) For the purpose of writing an examination, the day during which the examination occurs may be granted to summer school teachers and principal.
- ii) For the purpose of attending his/her graduation, the day during which the graduation occurs may be granted.

**d) Jury Duty or Subpoena**

A teacher who is absent from assigned work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment he/she receives as juror or as a witness.

**XIX PROFESSIONAL DEVELOPMENT**

- 19.01** The Board shall allocate funds each school year for the purpose of funding Professional Development activities. The funds shall be allocated to each school on a staff per capita basis and administered at each school by a committee of staff.
- 19.02** An activity requiring a teacher to be absent from his/her assigned duties requires prior approval from the principal.
- 19.03** For the school year 2005-2006 and every year thereafter, the Board shall allocate at the commencement of the school year the sum of \$74,000 per year for Professional Development.

Any Professional Development monies remaining at the end of a school year shall be carried forward to the next school year. The monies carried forward shall not become part of the \$74,000 Professional development allocation for a given year but will be in addition to the yearly \$74,000 Professional Development allocation.

**XX     JUST CAUSE**

**20.01** No teacher who has completed the probationary period shall be disciplined, demoted or dismissed without just cause. A lesser standard of just cause shall apply to a probationary teacher.

**XXI    ITINERANT TEACHERS**

**21.01** An itinerant teacher is one who has been assigned by the Board to perform the teacher's duties in more than one school during the same school day.

**21.02** An itinerant teacher shall be provided with reasonable travel time between schools.

**21.03** An itinerant teacher shall be reimbursed at the per kilometer rate as per Board Policy.

**XXII   MEDICAL/PHYSICAL PROCEDURES**

**22.01** A teacher may but shall not be required to perform any medical or physical procedures for students. Where a teacher voluntarily performs a medical/physical procedure, the Board will provide adequate liability insurance.

**XXIII   POSTING OF VACANCIES**

- 23.01**
- a) The Board shall post all vacancies electronically for three (3) days excluding weekends and statutory holidays.
  - b) Vacancies that still exist following the Vacancy List postings outlined in Article 13.13(a) and (b), and other vacancies, that become available subsequent to the Vacancy List(s), shall be used for placement/recall, as long as there are surplus and/or redundant teachers who are able to be offered such vacancies (ie qualified or mutual consent). No posting will be required.
  - c) Any vacancies remaining on the Vacancy List and any additional vacancies that occur between the declaration of surplus and or redundancy and August 31, that are not needed to place surplus and/or redundant teachers, shall be posted once internally to the Bargaining Unit. There shall be no backfill posting internal to the Bargaining Unit. Part-time contract teachers shall have first priority to vacant sections, provided the vacant section(s) fit in the part-time teacher's existing timetable. The principal shall interview the three most senior part-time teachers who have applied for and who have the required qualifications for the position. The position will be awarded to one of these applicants. If there are two applicants, the principal shall interview and choose between the two applicants. If there is one applicant, the principal shall award the

position to that applicant. If there are no part-time teachers then the principal shall interview and select from the contract teachers who have applied for the position.

- d) All other vacancies that become available after August 31<sup>st</sup> shall be posted internally to the Bargaining Unit. There shall be one initial posting and one backfill posting for these vacancies. These vacancies shall be posted when they are no longer required for placement of surplus and/or redundant teachers. Notwithstanding the foregoing, all Positions of Added Responsibility vacancies shall be posted.

- 23.02** Subject to Article XIII, the Board agrees that any qualified employee has the privilege of applying for any vacancy in the system for which he/she is qualified or can become qualified prior to the start of the assignment.
- 23.03** When it becomes known that an incumbent will be absent for longer than two months during the school year the Board shall post and fill a position of responsibility. A teacher appointed to fill such a position shall have acting status during the period of the incumbent's absence.
- 23.04** A copy of each job posting will be sent to the President of the Bargaining Unit at the same time the job is posted.

#### **XXIV PERSONNEL FILES**

- 24.01** The only recognized personnel file respecting a teacher shall be maintained by Human Resources Services of the Board and shall be available and open to the teacher for inspection in the presence of the Superintendent responsible for Human Resources, or designate, with prior notice and during the regular working hours of the Department.
- 24.02** Upon request, a teacher shall be entitled to copies of any materials contained in the employee's personnel file. The Board reserves the right to charge for copies in excess of 25 pages.
- 24.03** Where a teacher authorizes, in writing, access to the employee's personnel file by another person acting on the teacher's behalf, Human Resources Services shall provide such access, as well as copies of materials contained therein, if also authorized and requested. The Board reserves the right to charge for copies in excess of 25 pages.
- 24.04** Teachers shall receive copies of any materials placed in their personnel files.
- 24.05** Upon written request of the teacher to the Superintendent responsible for Human Resources, documents contained in the teacher's personnel file which are disciplinary in nature or letters of expectation and all supporting documents shall be removed from the file two years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials referring to matters that have resulted in a suspension of three (3) or more days, or related to harassment, violence or inappropriate interaction with students will remain in a teacher's file. A request to have these materials removed can be made in writing to the Superintendent responsible for Human Resources, or designate.

## **XXV HEALTH AND SAFETY**

**25.01** The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations. Any alleged violation of the *Act* shall be dealt with pursuant to the enforcement mechanism of the *Act*.

## **XXVI TERMINATION OF EMPLOYMENT**

**26.01** A teacher, other than a continuing education teacher, shall provide written notice by November 30<sup>th</sup>, of the intention to terminate employment effective December 31<sup>st</sup>, or at the end of the first semester, and by April 1<sup>st</sup> of the intention to terminate employment effective June 30<sup>th</sup> or August 31<sup>st</sup>. The Article shall not apply in the case of redundancy which is governed by Article XIII.

**26.02** The Employer and an employee who is a night school or summer school continuing education teacher shall give written notice to the other of not less than two weeks should either wish to terminate the employee's employment

- i) before the last day of the course(s) being taught by the employee; or
- ii) provided that fewer than two weeks are to elapse before the start time of the course.

Such notice shall not apply in the event of termination for just cause.

**26.03** Nothing herein prevents an employee and the Board from mutually agreeing to the employee's resignation at any time.

**26.04** The employment relationship shall be terminated, resulting in a loss of seniority and accumulated sick leave credits, when:

- a teacher is laid off for more than three years; or
- a teacher fails to return to work during the recall period; or
- a teacher accepts severance pay in lieu of recall rights.

## **XXVII ACTING ADMINISTRATIVE POSITIONS**

**27.01** The Parties agree that a teacher who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal for a period not to exceed one year less a day. The Acting Principal/Vice-Principal shall be paid the following salary:

1/194 of Year 0 of the Principal/Vice-Principal's Salary Scale x the number of days in the position. This salary shall be in lieu of the teacher's regular salary.

**27.02** The teacher shall continue to be subject to all terms and conditions of this Collective Agreement.

**27.03** Nothing in this Article prevents the teacher from resuming the teacher's Bargaining Unit duties subject to forty-eight (48) hours written notice to the appropriate supervisor (Principal/Superintendent).

**27.04** An occasional teacher shall be hired to replace a teacher from the Bargaining Unit who is acting to replace an absent Principal/Vice-Principal for a period of one full day or more.

## **XXVIII PROBATIONARY PERIOD**

**28.01** A newly-hired teacher shall serve a probationary period of one school year worked.

## **XXVIX WORKPLACE SAFETY INSURANCE**

**29.01** When a teacher is eligible for and received approval of a claim by the WSIB, the Board shall supplement the WSIB award to provide for payment of the teacher's full salary to a maximum of four (4) years and six (6) months. Teachers who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the teacher received WSIB benefits under the *Workplace Safety and Insurance Act, 1997*, as a result of that accident.

**29.02** Where a residual permanent loss of physical ability to perform or a deficiency described by the Workplace Safety Insurance Board as less than "100% physical capability" results, the teacher shall retain the award at any time if received as a lump sum or, starting with the first day of return to work if the award is received as a continuing benefit.

## **XXX EMPLOYEE ASSISTANCE PROGRAM**

**30.01** The Board agrees to provide professional and confidential assessment and/or counseling assistance to the members of the Bargaining Unit by maintaining an Employee Assistance Program (EAP). The EAP shall utilize the services of independent professional counselors and/or referral agents who are not employees of the Board.

- 30.02** An EAP Review Committee shall oversee the administration of the program and shall make recommendations to the Board concerning the range of services to be provided under the program.
- 30.03** The Bargaining Unit shall have one representative on the EAP Review Committee. The Committee shall meet at least once each year.
- 30.04** Services provided under the EAP shall not be altered without consultation between the Board and the Bargaining Unit.
- 30.05** All members of the Bargaining Unit shall be eligible for a minimum of four (4) one-hour assessment or counseling sessions with a service provider per school year.
- 30.06** The Board shall pay 75% of the costs associated with the EAP.

#### **XXXI TEACHER PERFORMANCE APPRAISAL**

- 31.01** Performance Appraisals of all teachers shall be conducted in accordance with the *Education Act* and its Regulations as amended from time to time; however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out in 32.04 below.
- 31.02** The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.
- 31.03** Teachers in Positions of Added Responsibility shall not conduct teacher performance appraisals, but this shall not preclude teachers in Positions of Added Responsibility from participating in programs of assistance or other remediation.
- 31.04** The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time lines in Article 15 (Grievance/Arbitration Procedure).

#### **XXII ATTENDANCE MANAGEMENT POLICY/HEALTH AND DISABILITY MANAGEMENT POLICY**

- 32.01** The Board, OSSTF District 23 and the teacher are committed to support the return to work of teachers with a disability and to ensure that they are treated with respect and dignity at all times. The Board and the Bargaining Unit further agree that all such workers shall be accommodated pursuant to the requirements of the *Ontario Human Rights Code*.

**XXXIII ROSTER AND LONG-TERM OCCASIONAL TEACHERS' LIST**

**33.01** Upon request, Day School Adult Education teachers shall be placed on the Occasional Teachers' Roster. In addition, they will be granted an interview for the Long-Term Occasional Teachers' List when the Board is next conducting interviews, provided they apply and meet the eligibility criteria.

For the purpose of this article, eligibility criteria is at least 20 full days of teaching in the Adult Education Program during a 10-month period within the five years immediately preceding the day the request is made.

**33.02** Upon request, part-time contract teachers shall be placed on the Occasional Teachers' Roster. In addition, they will be granted an interview for the Long-Term Occasional Teachers' List when the Board is next conducting interviews, provided they apply and meet the eligibility criteria.

For the purpose of this article, eligibility criteria is 20 full days of teaching during a 10-month period within the five years immediately preceding the day the request is made.

IN WITNESS WHEREOF the Parties have, through their duly authorized representatives, hereunto signed their names as of the 13 day of December, 2021

FOR THE UNION:

Maria Colitto  
Jacob A. Meyer

FOR THE BOARD:

Anderson  
John



Letter of Understanding

between

The Grand Erie District School Board  
(hereinafter called 'the Board')

and

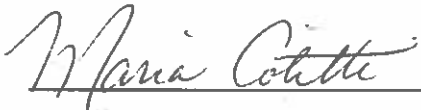

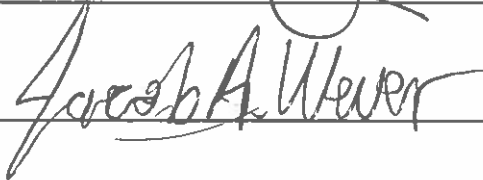
OSSTF, District 23, Teachers' Bargaining Unit

**Extra-curricular Activities**



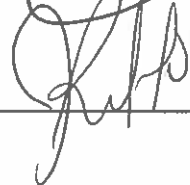
Extra-curricular Activities are voluntary activities organized for students which occur outside of the regular instructional program.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

  
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FOR THE BOARD:

  
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Letter of Intent

between

The Grand Erie District School Board  
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

The Secondary teaching staffing component for grades seven (7) to graduation schools will be based upon the staffing generated by the Provincial Student Focused Funding Model.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

Maria Collette  
[Signature]  
Jacob A. Weaver

FOR THE BOARD:

Sanders  
[Signature]  
[Signature]

Letter of Understanding

between

The Grand Erie District School Board  
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

**Student Success Initiative**

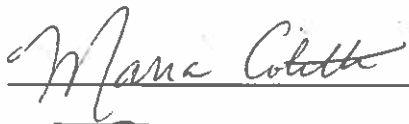


The Parties agree that the Secondary School Staffing Committee shall meet annually to review and make recommendations regarding the allocation of staff generated from Student Success Initiatives Funding, with a view to supporting student success through:

- a) specifically targeted school-based student success leaders
- b) school-based student success initiatives
- c) reduced class sizes in applied, workplace, locally-developed courses, college and academic classes where possible
- d) student mentoring
- e) teacher mentoring



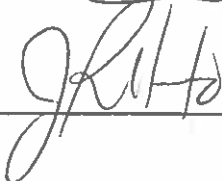
Recommendations from the above review, in concert with data and recommendations from the Board's student success leader and the Superintendent responsible for Student Success shall be provided to the Superintendent responsible for Human Resources no later than April 30<sup>th</sup> of each school year to facilitate reporting and accountability to the Ministry of Education regarding the Student Success Initiatives and for planning and implementation the following school year.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

FOR THE BOARD:

Letter of Understanding

between

The Grand Erie District School Board  
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

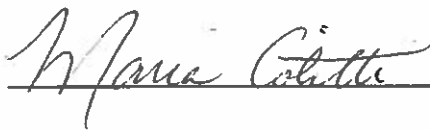
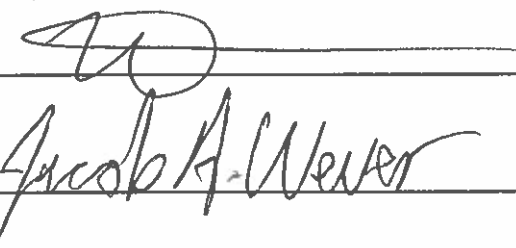
**Re: Article 13.15 - Recall**

The recall procedure is premised on the need to put teachers with the necessary teachable subject match in vacancies wherever/whenever possible, based on the understanding that these teachers have the best knowledge to deliver subject curriculum and provide the best program to students.



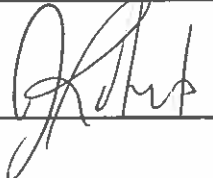
- 1) Restricted Subject Areas (i.e. Technological Studies, French, Special Education)  
- in seniority order, teachers in these subject areas are offered positions/sections in their areas of specialty as noted on their Certificate of Qualification.
- 2) General Studies  
- in seniority order, teachers in these subject areas are offered positions/sections based on teachable subject/vacancy match.  
i.e. Math sections are offered to the most senior teacher with math as a teachable subject. If he/she declines, the next math qualified teacher is offered the position/sections. Proceed through the recall list in this manner until the math sections are accepted.  
  
- if no one on the recall list is math qualified, or if no one accepts the offer of the math position/sections, in seniority order, the math sections are offered on mutual consent. Proceed through the recall list in seniority order until the sections have been accepted.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

FOR THE BOARD:

Letter of Understanding

between

The Grand Erie District School Board  
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

**Personal Protective Footwear**

The Board shall pay a subsidy of \$90.00 for each pair of approved safety boots purchased for a maximum of one pair every year, to a teacher who is required to wear them, in accordance with the Board's Personal Protective Footwear Policy.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

Mama Collett  
[Signature]  
Jacob A. Meyer

FOR THE BOARD:

Sanders  
[Signature]  
[Signature]

Letter of Understanding

between

The Grand Erie District School Board  
(hereinafter called the "Board")

and

OSSTF, District 23, Teachers' Bargaining Unit  
(hereinafter called the "Union")



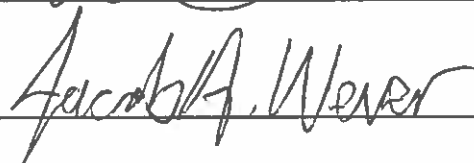
RE: School Closure and or Mergers

In the event of the announcement of a secondary school closure/merger the President of the Union will be notified. The Parties will establish a committee comprised of equal representation of up to three (3) members of the Union and up to three (3) representatives of the Board to develop a staffing protocol. The Board and the Union shall;


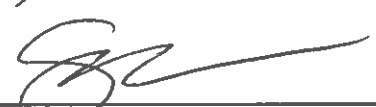

- discuss the content of Board and Union meetings to be shared with staff of school(s) affected by the school closure to include but not limited to: timing of meetings, information to be shared at the meetings, Union and Board representation at the meetings.
- discuss the staffing process for staff of the affected school(s) to include but not limited to: staff placement, surplus, transfer, Increase in FTE status
- discuss headship positions.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

  
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FOR THE BOARD:

  
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**ADDENDUM  
SELF FUNDED LEAVE PLAN**

**1) Intent and Limits of the Plan**

- (i) The Self-Funded Leave Plan has been developed to afford teachers the opportunity to take a one-year or one semester leave of absence by spreading "n" years salary payments over a ("n" + 1) year period, and through deferral of salary, finance the leave. "N" is not to exceed six (6) years. The leave of absence must be taken in the final year of the plan.
- (ii) While on leave, the teacher may engage in such plans of education and employment as he/she chooses except that he/she may not receive any salary or wages from the Board other than the salary under the deferred plan.
- (iii) The Board and District 23, OSSTF assume no responsibility for any consequences arising out of the plan related to effects on the teacher's superannuation provisions, income tax arrangements, Employment Insurance, and the Canada Pension Plan. All financial or legal indemnities arising from this plan shall be borne by the teacher. Terms and conditions governing the Self-funded Leave Plan must be in accordance with Canada Customs and Revenue Regulations and, as such, may change from time to time.

**2) Qualifications**

- (i) Any teacher having three years seniority with the Board or its predecessor boards is eligible to participate in the plan.
- (ii) All teachers wishing to participate in the plan are required to sign an application form and an agreement setting out the terms and conditions of the leave.

**3) Application**

- (i) A teacher must make written application to the Superintendent of Education responsible for Human Resources, or designate, before April 30 requesting participation in the Plan. The application shall set out the period in which the leave is to be taken.
- (ii) Written confirmation of the teacher's request shall be sent within sixty (60) days of the application.

**4) Administration of the Plan**

- (i) The Board will provide administrative services for the plan.

- (ii) In all years of the plan, the teacher will be paid a percentage of his/her proper grid salary and a percentage of his/her applicable allowance. The remaining percentage of the teacher's annual salary and applicable allowance shall be placed in an individual trust fund held jointly by the Board and the teacher in order to pay the required percentage of salary in the year in which the leave is taken. No more than 33 1/3% of the teacher's salary may be deferred in any one calendar year. Interest will be paid in each calendar year in which it is earned. Money will be deposited with any accredited banking institution as directed by the teacher provided that the institution can be changed only once per school year if the teacher gives the Board thirty (30) days of notice in writing.
- (iii) Pension plan deductions are to be continued as provided by the Teachers' Pension Plan Act and according to the policies of the Teachers' Pension Plan Board during all years that the teacher is participating. Teachers are responsible for any other arrangements with the Pension Plan Board.
- (iv) Income Tax, Employment Insurance and Canada Pension Plan shall be deducted on the actual amounts received by the teacher during each of the years of the plan subject to Canada Customs and Revenue regulations in effect at the time.
- (v) The year spent on leave shall not entitle the teacher to salary increment for that year.
- (vi) Subject to Article XIII, on return from leave the teacher shall be guaranteed his/her former school and former leadership position provided that the position still exists. The teacher must return to his/her teaching position with the Board for a period of time not less than the period of the leave of absence.
- (vii) If the teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the teacher the full amount of the salary deferred plus accrued interest, in a manner that is mutually agreeable to the Board and the teacher. If the teacher dies prior to going on leave, the salary that has been deferred plus accrued interest shall be paid to the teacher's estate. Teachers declared redundant shall be required to withdraw from the Plan.
- (viii) A teacher may withdraw from the plan prior to April 1 of the year preceding the school year in which the leave commences, or as otherwise mutually agreed between the teacher and the Superintendent responsible for Human Resources, or designate. Any early withdrawal or other plan changes requested by the teacher are subject to a \$50 service charge.
- (ix) Upon withdrawal from the Plan, any monies accumulated, plus interest earned shall be repaid to the teacher. This repayment shall take the form of a lump sum adjustment made within thirty (30) days of withdrawal from the Plan. By mutual agreement of the Board and the teacher, the repayment may be made in two instalments on dates mutually agreed upon.



- (x) In the year of the leave, the accumulated monies shall be paid to the teacher according to the salary schedule as outlined in Article VIII or as outlined in (xiii) below, as mutually agreed upon by the teacher and the Board prior to the commencement of the leave.
- (xi) For a full-year leave, one-half ( $\frac{1}{2}$ ) of the leave salary (less deductions) shall be paid on September 1 of the school year in which the leave begins, and the remaining one-half ( $\frac{1}{2}$ ) (less deductions), shall be paid on January 31 which follows. For half-year leaves, the full leave salary (less deductions), shall be paid on the first day of the leave.

## **Historical Reference**

**Effective ratification no further RRSP deductions will be made for anyone other than those currently enrolled.**

- 9.08** The Board shall, upon application by the teacher, make payroll deductions for Registered Retirement Savings Plan contributions. District 23, OSSTF shall select the financial institution to administer the Plan. The participating teacher agrees to pay 100% of the contribution to his/her individual plan.