

COLLECTIVE AGREEMENT

BETWEEN

THE SECONDARY SCHOOL TEACHERS
of the
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION –
DISTRICT 8**

and

THE AVON MAITLAND DISTRICT SCHOOL BOARD

for the period
September 1, 2022 to August 31, 2026



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PART A

CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

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

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF

ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF teachers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out.
 - ii. Divide i) by 194 days.
 - iii. Multiply ii) by the number of strike or lockout days for OSSTF teachers at the school board.

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

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

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

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

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<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.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</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 (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

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:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:		Have you discussed return to work with your patient?		
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable):		Start Date: dd mm yyyy		
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
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				

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

LETTER OF AGREEMENT #1
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

2. Pregnancy SEB Language

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

LETTER OF AGREEMENT #4
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

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

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

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

LETTER OF AGREEMENT #6
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

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

AND

The Crown

RE: Employee Mental Health

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF AGREEMENT #8
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to:

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

Phase 1

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

Phase 2

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

Phase 3

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

Phase 4

Two years following the implementation of the Pilot by the local school boards/teacher bargaining units, the Parties will meet to evaluate the Pilot. At that time, and at any other time

the Parties mutually agree to, the Parties may meet and make any necessary modifications through mutual agreement. The Parties may also choose to expand the number of school boards and teacher bargaining units participating in the Pilot.

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

Indigenous Teachers may use existing short term paid leave:

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

LETTER OF AGREEMENT #14
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Hybrid Instruction

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Preparation Time

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

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

LETTER OF AGREEMENT #17
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #18

BETWEEN

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

AND

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

AND

The Crown

RE: Workplace Violence

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

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

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

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

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

LETTER OF AGREEMENT #19

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Information Package

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

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

LETTER OF AGREEMENT #20

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #21
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Hiring Practices

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

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

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

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately

following the birth of her child but with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL TERMS

ARTICLE 1 - DEFINITIONS

- 1.01 "Teacher" or "teachers" means all Secondary School teachers, Adult and Continuing Education teachers, site coordinators and supervisors, consultants and coordinators employed by the Avon Maitland District School Board who are assigned for all or most of the time to perform duties in or for the secondary panel who are members of the Bargaining Unit and who are not Occasional Teachers. Articles of the Collective Agreement that apply to Adult and Continuing Education teachers, site coordinators and supervisors are limited to those listed in Article 26.02 (a).
- 1.02 "Occasional Teacher" means occasional teacher as defined by the *Education Act*. Articles of the Collective Agreement that apply to Occasional Teachers are limited to those found in Article 41.
- 1.03 "OSSTF" means the Ontario Secondary School Teachers' Federation.
- 1.04 "Bargaining Unit" means The Secondary School Teachers and Occasional Teachers of District 8 of the Ontario Secondary School Teachers' Federation employed by the Board.
- 1.05 "Board" means The Avon Maitland District School Board.
- 1.06 "Administration" means the Director of Education for the Board, and the Superintendents, or those acting as designates of the aforementioned officers.
- 1.07 "Director" means the Director of Education for the Board.
- 1.08 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher. If the teacher is absent due to illness for one (1) day, then the teacher is eligible to return to the position with no break in service. If the teacher is absent for a reason other than illness, it will be at the discretion of the director or designate to determine if there is a break in service.
- 1.09 "Short Term Occasional Teacher" shall mean an Occasional Teacher who is employed on any other basis than that set out in 1.08.
- 1.10 "Probationary Occasional Teacher" shall mean those Occasional Teachers with less than forty (40) full-time equivalent days of work as an Occasional Teacher with the Board. Notwithstanding the aforementioned forty (40) full-time equivalent days of work, no Occasional Teacher shall be considered probationary for a period of more than one (1) full-time equivalent school year where the Occasional Teacher has worked at least twenty (20) full-time equivalent days of work in that one (1) full-time equivalent school year. Notwithstanding the above, former Secondary School Teachers with the Board will not be considered probationary Occasional Teachers.

ARTICLE 2 - PURPOSE AND SCOPE

2.01 Purpose

It is the intent and purpose of the parties to this Agreement, hereinafter referred to as "the Collective Agreement", to set forth clearly certain of the terms and conditions of employment with the Board including salaries, wages and allowances which, except for error, inadvertence, or omission, shall govern the computation and payment of the salaries, wages and allowances of the teachers and occasional teachers covered by the Collective Agreement.

2.02 Collective Agreement

Each of the parties to this Collective Agreement will make every reasonable effort to avert a breach of this Collective Agreement by any person governed by this Collective Agreement and in all respects will counsel teachers, occasional teachers and representatives to abide by all terms or decisions made pursuant to or contained within the Collective Agreement and will not support in any way actions which would not be in accord with the provisions of this Collective Agreement. Notwithstanding the above, either party shall be free to challenge any arbitration decision.

ARTICLE 3 - TERM OF THE COLLECTIVE AGREEMENT

- 3.01 No amendments can be made to this Collective Agreement without the mutual written consent of the parties; nor can any amendments be made to this Collective Agreement without submitting the amendments for ratification by the parties as determined by their respective bargaining procedures.

In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations and in the opinion of either party such actions bring about changes in terms and conditions of work from those originally described in the Collective Agreement, the parties shall meet, within fifteen days of the written request of either party for such a meeting, in an attempt to agree on a method of modifying the Collective Agreement by mutual consent.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject to the other terms, provisions and conditions contained in this Collective Agreement, the parties recognize the sole and exclusive right and obligation of the Board to exercise its management rights and functions including the right to manage the affairs of the Board in all respects and to carry out such other responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Collective Agreement and which are in compliance with the prevailing statutes and regulations.
- 4.02 The Board agrees that none of its rights or function will be exercised contrary to the provisions of this Collective Agreement. The Board agrees that no teacher shall be disciplined, demoted or terminated without just cause.
- 4.03 There shall be no strike or lock-out during the term of this Collective Agreement, or any renewal of this Collective Agreement. The terms 'strike' and 'lock-out' shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 5 - RECOGNITION

- 5.01 The Board recognizes the OSSTF as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members employed by the Board and assigned as teachers to one or more work places or who are on the Board's roster of occasional teachers who may be assigned to a secondary school.
- 5.02 The Board recognizes the negotiating team of the Bargaining Unit as the sole and exclusive group authorized to negotiate on behalf of the OSSTF.
- 5.03 The Board recognizes the right of the Bargaining Unit to authorize the OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise,

or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 5.04 The Board further recognizes the right of the OSSTF to represent a teacher or occasional teacher at any meeting when the conduct or the competence of the teacher or occasional teacher is being questioned. The Board or its representatives will advise the teacher or occasional teacher of this right prior to such a meeting.
- 5.05 The OSSTF and the Bargaining Unit recognize the right of the Board to utilize the services of the Ontario Public School Boards' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 6 - SALARY SCHEDULE

- 6.01 The basic yearly salary for each teacher shall be the salary shown on the following grid according to the appropriate group certification classification and years of allowable teaching experience as defined in Articles 6 and 7. The onus shall be on the teacher to provide acceptable verification of the types of experience and group certification classification. Until such time as the documentation is provided to the Director or designate, a teacher shall be paid as if the teacher is in Category 1 and/or Year 0 respectively.

Effective September 1, 2022

YRS	1	2	3	4
0	\$51,743	\$54,778	\$ 58,836	\$ 61,663
1	\$55,264	\$58,585	\$ 63,310	\$ 66,558
2	\$58,787	\$62,395	\$ 67,783	\$ 71,447
3	\$62,312	\$66,203	\$ 72,259	\$ 76,337
4	\$65,836	\$70,009	\$ 76,736	\$ 81,228
5	\$69,361	\$73,817	\$ 81,209	\$ 86,119
6	\$72,885	\$77,623	\$ 85,682	\$ 91,012
7	\$76,407	\$81,433	\$ 90,161	\$ 95,906
8	\$79,928	\$85,240	\$ 94,635	\$100,796
9	\$83,454	\$89,047	\$ 99,110	\$105,688
10	\$86,977	\$92,853	\$103,585	\$110,579

Effective September 1, 2023

YRS	1	2	3	4
0	\$53,295	\$ 56,421	\$ 60,601	\$ 63,513
1	\$56,922	\$ 60,343	\$ 65,209	\$ 68,555
2	\$60,551	\$ 64,267	\$ 69,816	\$ 73,590
3	\$64,181	\$ 68,189	\$ 74,427	\$ 78,627
4	\$67,811	\$ 72,109	\$ 79,038	\$ 83,665
5	\$71,442	\$ 76,032	\$ 83,645	\$ 88,703
6	\$75,072	\$ 79,952	\$ 88,252	\$ 93,742
7	\$78,699	\$ 83,876	\$ 92,866	\$ 98,783
8	\$82,326	\$ 87,797	\$ 97,474	\$103,820
9	\$85,958	\$ 91,718	\$102,083	\$108,859
10	\$89,586	\$ 95,639	\$106,693	\$113,896

Effective September 1, 2024

YRS	1	2	3	4
0	\$54,761	\$ 57,973	\$ 62,268	\$ 65,260
1	\$58,487	\$ 62,002	\$ 67,002	\$ 70,440
2	\$62,216	\$ 66,034	\$ 71,736	\$ 75,614
3	\$65,946	\$ 70,064	\$ 76,474	\$ 80,789
4	\$69,676	\$ 74,092	\$ 81,212	\$ 85,966
5	\$73,407	\$ 78,123	\$ 85,945	\$ 91,142
6	\$77,136	\$ 82,151	\$ 90,679	\$ 96,320
7	\$80,863	\$ 86,183	\$ 95,420	\$101,500
8	\$84,590	\$ 90,211	\$100,155	\$106,675
9	\$88,322	\$ 94,240	\$104,890	\$111,853
10	\$92,050	\$ 98,269	\$109,627	\$117,028

Effective September 1, 2025

YRS	1	2	3	4
0	\$56,130	\$ 59,422	\$ 63,825	\$ 66,892
1	\$59,949	\$ 63,552	\$ 68,677	\$ 72,201
2	\$63,771	\$ 67,685	\$ 73,529	\$ 77,504
3	\$67,595	\$ 71,816	\$ 78,386	\$ 82,809
4	\$71,418	\$ 75,944	\$ 83,242	\$ 88,115
5	\$75,242	\$ 80,076	\$ 88,094	\$ 93,421
6	\$79,064	\$ 84,205	\$ 92,946	\$ 98,728
7	\$82,885	\$ 88,338	\$ 97,806	\$104,038
8	\$86,705	\$ 92,466	\$102,659	\$109,342
9	\$90,530	\$ 96,596	\$107,512	\$114,649
10	\$94,351	\$100,726	\$112,368	\$119,954

6.02 (a) Where a teacher has taught, as a contract teacher and/or as an occasional teacher and/or as a long term occasional teacher and/or as an Adult and Continuing Education teacher as outlined in Article 26.06 (a), the full-time equivalent of 97 days within one school year, or has accumulated such teaching time from year to year on a full-time equivalent basis, the amount of increment applied the following September shall be one (1) year. Subsequent increments shall be applied in the September following the accumulation of teaching time that equals full-time equivalent of 97 days.

6.03 Teachers newly employed by the Board shall be placed on the grid. Their positions on the grid shall be based on the number of years of documented regular contract teaching experience, occasional teaching experience, long term occasional teaching experience or Adult and Continuing Education teaching experience as outlined in Article 26.06 (a).

6.04 Allowance for Related Work Experience

Allowances for experience in industrial and commercial life, teaching at a Community College or a University, or other related experience acceptable to the Director or designate, shall be credited for placement on the salary grid as set forth in Article 6.01 on the basis of one full year of teaching experience for each year of related experience or major portion thereof.

The following shall not be considered for experience purposes:

- 1) part-time non-teaching employment concurrent with full-time study; or
- 2) employment prior to secondary school graduation, except in unusual circumstances; or
- 3) experience required for admission to any university program including internship, leading to qualification required for issuance of a Certificate of Registration in areas directly related to the subject which the teacher is qualified to teach.

Teachers shall receive credits for Related Work Experience, year for year, up to the maximum of the salary grid.

6.05 Military Service

An allowance for Military service acceptable to the Ontario Teachers' Pension Plan Board and for which payment for credit has been received by the said Pension Board shall be added to the years of teaching experience acceptable for use in the placement of teachers as set forth in Article 6.01.

6.06 Certification Rating Statement

(a) The placement of a teacher on the salary grid shall be in accordance with the Certification Rating Statement (or Letter of Evaluation where the teacher is employed on a Letter of Standing) issued by the OSSTF or Qualifications Evaluation Council of Ontario (QECO) on the basis of the most current Certification Policy in effect.

(b) Any teacher qualifying for a change in category shall receive the corresponding salary increase retroactive to the start of the school year. The teacher will be eligible for a retroactive salary adjustment with notification of a pending Certification Rating change if the notification is provided to the Board by May 31st of that school year. The teacher will submit to the Director or designate acceptable proof of the certification rating change as soon as possible.

In any case, where a teacher, through no personal fault, cannot provide the Director or designate with acceptable proof of OSSTF or QECO Certification Rating change before the times required above, the retroactive adjustment shall be protected if the teacher provides documentation to the Director or designate of the teacher's new

qualifications and the attempts to establish the new Salary Group. Such salary adjustment shall be withheld until acceptable proof of the Certification Rating change is furnished to the Director or designate by the teacher. Notwithstanding this, in no case shall this retroactive adjustment be protected beyond 12 months of the date of completion of the requirements for Certification Rating change.

ARTICLE 7 - IMPLEMENTATION

- 7.01 No teacher shall be newly employed at a salary higher than that being paid to a teacher of the incumbent staff having the same or equal qualifications, experience, and responsibility. Teaching experience (increments) as provided for in Articles 6 and 7 shall be credited as of September 1 of each year.

The effective date for grid advancement will be September 1. In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

- 7.02 A teacher commencing employment with the Board shall submit proof of experience to the Director or designate. Where the teacher submits verification of acceptable teaching experience certified by the teacher's previous employer(s) by May 31st of the school year, the teacher's entitlement to retroactivity shall be protected.

ARTICLE 8 - EXTRA DEGREE ALLOWANCES

- 8.01 An annual allowance of \$1414 will be paid as salary to teachers who hold a post graduate degree at the Master's or Ph.D. level if the courses comprising the said degree have not been used for group placement in Article 6. The degree allowance, as stipulated, will be paid on a pro-rated basis where the teacher is appointed to fill a teaching position for less than full-time, or where the qualification is held for less than a full school year.

A teacher may collect only one allowance under this clause.

The process and timelines in Article 6.06 shall apply to this Article.

ARTICLE 9 - POSITIONS OF RESPONSIBILITY

- 9.01 (a) An organizational unit for a secondary school of the Board shall be a Department. Departments for the assignment of positions of responsibility will be as follows: The Arts, Business Studies, Canadian and World Studies, Co-operative Education, English, Guidance and Career Education, Health and Physical Education, Library, Mathematics, Modern Languages, Science, Social Science, Special Education, Technological Studies (including Design and Technology). All periods/sections shall be assigned to a department in a school.

Notwithstanding the above, where a Department does not have sufficient sections to qualify for a Subject Chairperson, that Department will be combined with another Department. The principal, in consultation with the affected Departments, will submit a proposal, including rationale, for the particular combination desired to the parties. Approval of the combination will be at the discretion of the Director or designate after serious discussion at the In-School Staffing Advisory Committee and the Secondary School Staffing Advisory Committee.

- (b) A Major Head will be appointed in any Department where there is sufficient instructional time for 20 periods/sections or more timetabled, on a daily basis, or equivalent.

- (c) An Assistant Head will be appointed in a Department where there is sufficient instructional time for 35 periods/sections or more timetabled, on a daily basis, or equivalent.
- (d) A second Assistant Head will be appointed in any Department where there are 50 periods/sections or more timetabled, on a daily basis, or equivalent.
- (e) A Minor Head will be appointed in any Department which is not eligible for a Major Head under the criteria in (b) above. Minor Headships will be established in Departments with 12 periods/sections or more timetabled, on a daily basis, or equivalent.
- (f) A Subject Chairperson will be appointed in any Department which is not eligible for a Major Head or Minor Head under the criteria in (b) or (e) above. Subject Chairpersonships will be established in Departments with 6 periods/sections or more timetabled, on a daily basis, or equivalent.
- (g) Appointments to all Positions of Responsibility within the secondary schools shall be for a term of five years and will be renewable without the further requirement of posting and with the mutual consent of the Director or designate and the incumbent.

Six months prior to the end of a term, the Principal shall make a recommendation to the Superintendent as to whether the term of the incumbent should be renewed. The Superintendent may authorize the Principal to offer the renewal to the incumbent, subject to approval by the Director or designate. This condition shall be conveyed to, and acknowledged by, the incumbent.

Notwithstanding the above two paragraphs, during the term of an appointment, the title of the Position of Responsibility may change or the Position itself may be eliminated if the number of periods/sections in the Department from one school year to the next crosses a threshold which requires such change. When such change occurs, there will be no red-circling of either the title or the allowance. The incumbent shall be notified of any negative change to the Position of Responsibility by the first day of school.

- (h) All Modified/Locally Developed courses in a school shall be placed in either the Special Education Resource Department or in appropriate subject based Departments in accordance with the course code designations. The decision concerning this placement in a particular school shall be in effect for a period of at least two years. The decision is at the discretion of the Principal after serious discussion at the In-School Staffing Advisory Committee.
- (i) A course shall not be moved from one Department to another until there has been serious discussion at the In-School Staffing Advisory Committee.

9.02 Vacancies and Posting

- a) A vacancy for a Position of Responsibility shall exist when either a new position is required or the incumbent is not renewed, promoted, permanently transferred to another position, seconded, dies, resigns from teaching, retires or is on leave of absence.
- b) Where a vacancy occurs as described in Article 9.02 (a) and there is a full teaching timetable available, the vacancy shall be advertised within the system as provided for in Article 22.
- c) Notwithstanding the above, if there is not a full teaching timetable with the Position of Responsibility, the vacancy shall not be posted if it is to be filled internally in the

school. If no posting occurs, the vacancy shall be advertised internally in the school for a period of three (3) school days. The vacancy shall be filled from internal applicants in an acting capacity for the period of the vacancy up until the end of the school year.

- d) When the vacancy is the result of an illness or death, the Position of Responsibility shall be filled within four (4) weeks of the commencement of the absence. When the vacancy is the result of a leave of absence, a transfer, a secondment or a resignation, the Position of Responsibility shall be filled from the commencement of the vacancy.
- e) Vacancies for Resource Teacher, Consultant and Coordinator positions shall be advertised within the system as outlined in Article 22, prior to external advertising taking place.

9.03 Allowances

The following allowances will be added to the annual salary as set forth in Article 6.01 of teachers holding positions of responsibility in accordance with Article 9.01 or who have been appointed as resource teachers/consultants/ coordinators. The allowance stipulated will be paid on a pro-rated basis where the teacher is appointed to fill the position of responsibility for less than a full school year, or in the case of a consultant/coordinator, on less than a full-time basis.

Resource Teacher/Consultant/Coordinator	\$8,888
Major Head	\$4,087
Minor Head	\$2,554
Subject Chairperson	\$1,532
Assistant Head	\$1,022

ARTICLE 10 - METHOD OF PAYMENT

10.01 The method of payment, by direct deposit, shall be:

Eight per cent (8%) on the first banking day in the month of September; and then

Four per cent (4%) each on the banking days on or immediately preceding the 15th of the month and the last day of the month from September 15 to June 15 inclusive; and then

Sixteen per cent (16%) on the last school day in June.

- 10.02 (a) A teacher will be paid the grid salary in the proportion that the total number of school days for which the teacher performed duties bears to the total number of school days in the school year, unless otherwise expressly agreed to between the Board and the Bargaining Unit.
- (b) Where a teacher's assignment in a semester is for less than the total number of school days in the semester, the teacher's salary for that semester shall be calculated as in Article 10.02 (a).
- (c) Notwithstanding the above, the salary of a teacher teaching full-time for one complete semester shall be one-half of the teacher's regular annual salary. Teachers teaching less than full-time for one complete semester shall have their salary prorated with respect to the salary of a teacher teaching full-time in one semester of a school year.

10.03 Provided all documents required and requested under Article 6 have been submitted, all teachers shall be advised of their own salary for the following year, subject to adjustments, on an annual basis on or before the first instructional day in September.

10.04 Hours of Insurable Earnings

Without prejudice to the number of hours actually worked by an individual teacher in connection with the teacher's professional duties and for the limited purpose of completing the forms under the *Employment Insurance Act* and without prejudice to the respective positions of the Board and Union as to the number of hours worked on a daily basis by the average teacher.

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130. No. 14 pertaining to Section 55 of the *Employment Insurance Act*. Section 10 provides methods so that employers can completed the Records of Employment for workers not paid on an hourly basis.

The parties agree, pursuant to Subsection 10 (2) of this regulation that eight (8) hours per day is a reasonable description of the hours of work of a teacher in a full-time assignment and that it is reasonable to pro-rate the daily hours of part-time teachers accordingly.

ARTICLE 11 - FEDERATION FEES AND BARGAINING UNIT LEVY

11.01 On each pay date on which a teacher or occasional teacher is paid, the Board shall deduct from each teacher, or occasional teacher, the OSSTF levies and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by the OSSTF and the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change but not later than June 30 for changes to take effect on the first pay date of the following school year.

11.02 The OSSTF dues deducted in Article 11.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the last working day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, or occasional teachers, annual salary, salary for the period and the amounts deducted.

11.03 Levies specified by the Bargaining Unit in Article 11.01, if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit no later than the last working day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, or occasional teachers, annual salary, salary for the period and the amounts deducted.

11.04 The OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the OSSTF and/or the Bargaining Unit.

ARTICLE 12 - BENEFIT PLANS

12.01 (a) The parties agree that the levels of benefits available to teachers under Article 12 shall be as provided per Central Terms Section C 7.00 Benefits.

(b) After a teacher's sick leave has expired, the teacher will be permitted to maintain enrolment in the benefit plans in accordance with the Central Terms at the teacher's cost.

- (c) It is the teacher's responsibility to submit the proper signed documents in respect to benefit coverage in order to have benefits made effective. In any event, mandatory benefits shall commence on the effective date of the teacher's employment.
- (d) Article 12.01(d) applies only to those teachers who retired from the Board prior to August 31, 2013:

A teacher who retires from the Board prior to age 65 may retain membership in the group benefit plans as set out below, subject to the agreement of the carrier. The retired teacher shall pay annually in advance the full cost of all premiums related to participation in such plan(s) at the same group rates as active teachers. Membership in the plan(s) may be maintained until such time that the retired teacher attains the age of 65. The retired teacher will be required to reimburse the Board for any premium increases which may occur during the year.

Retired teachers shall be charged a monthly administration fee for each of the three benefit plans (Life, Major Medical and Dental) in which enrolment is continued. Effective September 1, 2000 this fee shall be \$5.00 per month per benefit plan enrolled.

Effective September 1, 2001, the premium rates for retired teachers will be based on claims experience for the retired teachers and may be different from the group rates for active teachers, unless the ownership of the benefit plans is assumed by the Bargaining Unit.

- (e) In the event that a teacher dies while employed by the Board, the Board shall continue the Benefit Plans and shall continue to pay the Board's share of the premium costs of the Benefit Plans set out below for the survivors of the teacher for a period of six (6) months beyond the death of the teacher provided that the teacher was enrolled in such Plans at the time of death. In the event that a retiree dies while receiving benefits through the Board, the Board shall continue the Benefit Plans for the survivor(s) of the retiree for a period of six (6) months beyond the death of the retiree and at the survivor(s) expense.

12.02 Long Term Disability Insurance

Long-term disability insurance is provided as in Section C7.11 of Part A: Central Terms.

12.03 Employee Assistance Program

The parties agree to share equally the costs of an Employee Assistance Program. Participation in this Program shall be a condition of employment. The Board shall continue to pay the Board's share of the premium cost during leaves of absence without pay of less than one month.

Except where specifically stated otherwise in this Collective Agreement, where a leave of absence without regular pay of one month or more is taken, a teacher shall be responsible for the full payment of EAP premiums for each month during which the teacher is on leave. The arrangement must be made prior to the commencement of the leave and will govern the full period of the leave.

12.04 Educators Financial Group Registered Retirement Savings Plan

The Board will process deductions for the EFG Registered Retirement Savings Plan at no cost to the teachers. Such deductions shall be sent to EFG, 2225 Sheppard Avenue East, Toronto to arrive within ten (10) days following the pay date.

ARTICLE 13 - LEAVE PLANS

13.01 Sick Leave Plan

- (a) Sick leave is provided as in Section C9.00 of Part A: Central Terms. The Board shall administer a sick leave plan and maintain a sick leave account for every teacher who is a member of the Bargaining Unit. The account shall show a record of the teacher's credited, accumulated and used sick leave. An electronic statement of the account shall be available to the teacher on the Board's chosen electronic platform.
- (b) Medical or Dental certification with respect to payment for absence under the Sick Leave Plan shall be provided by the teacher upon the request by the Director or designate. Such costs for medical certification required by the Board shall be paid by the Board.
- (c) WSIB top up benefits are provided as in C7.10, of Part A: Central Terms.

It is agreed that, when a teacher is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:

- (1) The Loss of Earnings Benefits shall be remitted to the Board.
- (2) The teacher shall receive full pay from the Board, but in no case for longer than four years and six months. If Workplace Safety and Insurance Board of Ontario benefits were in receipt on the first workday of the 2012-2013 school year, the period of four years and six months shall be reduced by the length of time for which the teacher received such benefits.
- (3) Where a residual permanent loss of physical ability to perform or a deficiency described by the Workplace Safety and Insurance Board as less than "100% physical capability" results, the teacher shall retain the award:
 - (i) at any time if received as a lump sum,
 - (ii) commencing with the first day of return to work if received as a continuing benefit.
- (d) The Board, Bargaining Unit, and Employee shall meet to develop cooperatively a modified return to work and/or accommodation program, provided the employee is agreeable to have the Bargaining Unit present. If the employee is not agreeable to have the Bargaining Unit present, the employee shall provide a written waiver confirming same to the Bargaining Unit.

13.02 Special Leave

- (a) Leave of absence on special grounds without loss of pay, benefits or sick leave credits for a total of not more than three (3) days in a school year may be granted at the discretion of the Principal. The teacher shall share in confidence the general nature of the request with the Principal. Such leaves may be granted for:
 - essential personal matters
 - personal reasons not including a person's business
 - family illness
 - University/College examinations
 - attendance at summer courses that commence prior to the end of the school year
 - personal/family involvements in weddings, graduations, and other such ceremonies
 - religious holy days
 - family involvement around the time of adoption of a child
 - divorce and/or child custody proceedings

- to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work
 - for attendance at Indigenous cultural/ceremonial events
- (b) The parties agree that requests for time under this Article shall not be used just prior to or just after a holiday period to extend the holiday. Exceptions may be granted by the Director, or designate.
- (c) Notwithstanding the above, a principal may grant additional leaves of up to one half day without loss of pay, benefits or sick leave. Such leaves shall not make use of occasional teachers. Such leaves will not be counted as part of the leave time allowed in Article 13.02 (a).
- (d) Provincially-Recognized Curriculum Association Leaves
- A principal may grant additional leaves without loss of pay, benefits or sick leave for the involvement of a teacher in professional curriculum associations in which the teacher plays a significant role.

13.03 **Bereavement Leave**

- (a) Absence of up to five (5) days per occasion shall be granted without loss of pay, benefits or sick leave credits where absence is due to a death in the immediate family. Immediate family shall mean the teacher's spouse/partner and the parents/former guardians, sibling/sibling-in-law, child, step-child, foster child, grandparents, grandchildren, step-sibling of the teacher or the teacher's spouse/partner.

Notwithstanding the foregoing, one (1) of the five (5) days may be observed at a later time for an interment or memorial service.

- (b) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the teacher plays an active part as pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay, benefits or sick leave credits. Attendance by a teacher at a student's funeral shall be allowed without loss of pay, benefits or sick leave credits.
- (c) Where a teacher requires travel time for absences in (a) and (b) above, such time, in addition to (a) and (b) above, may be granted by the Director or designate.
- (d) For absences in (a) and (b) above, additional time may be granted at the discretion of the Director or designate.
- (e) An occasional teacher will be hired to replace a teacher who is on Bereavement Leave. In the case of sudden bereavement during the school day, an occasional teacher will be hired as soon as possible and no later than the second day, for the remainder of the Bereavement Leave.

13.04 **Compassionate Leave**

Upon application to the Principal, and at the discretion of the Principal, a teacher may be granted up to two (2) days of Compassionate Leave of Absence in any one year without loss of pay, benefits or sick leave credits. A Compassionate Leave may be granted by the Principal in emergency situations which necessitate the teacher's attention and are beyond the teacher's control, for family illness or for extension of bereavement leave.

13.05 **Quarantine, Jury Duty, Witness Duty or Hearings**

- (a) Absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the teacher is not the person who commences the action or application shall be granted without loss of pay, benefits or sick leave credits. Service fees as are received by the teacher for jury or witness duty shall be remitted to the Board by the teacher.

Notwithstanding the foregoing, absence of a teacher required to attend court proceedings in the event of an accident or other similar incident, not caused by the teacher, may be allowed under this Article, subject to the discretion of the Superintendent of Human Resource Services.

- (b) Ontario College of Teachers or Arbitration Hearing

When OSSTF is representing a teacher at an arbitration or an Ontario College of Teachers mediation/hearing, the teacher shall be granted leave under 13.02 and 13.04. If the arbitration absolves the teacher or the Ontario College of Teachers does not discipline the teacher as a result of the hearing, any days used will be reinstated to the teacher.

13.06 **Professional Development Plan**

- (a) **Purpose**

To establish a fund and a process to support the continued professional development of teachers.

On September 1 of each year, the Board shall issue a cheque for \$54,750 to the Treasurer of the Bargaining Unit to be used solely for the purpose of funding professional development in accordance with the general guidelines defined in Article 13.06 (b). In addition, on September 1 of each year, the Board shall issue a cheque for \$8,000 to the Treasurer of the Bargaining Unit for school, area or system professional development activities.

- (b) **Procedures re: Applications**

Applications for use of P.D. funds will be sent to the Chair of the P.D. Plan Committee with a copy to the Principal

13.07 **Leaves of Absence Without Pay**

- (a) Leaves of absence without pay, either full-time or part-time, will be available to teachers for one full school year or any part of a school year according to the following:

- (1) **Full-Time Leave of Absence**

A written request for a leave shall be directed to the Director or designate. For a leave of one-half year or more, the request shall be received four school months prior to the commencement of the leave. Requests for leaves of absence, for a full year or semester/half year shall be granted to teachers if the application for leave is received by the Director or designate by the deadline. The granting of leaves for late applications will be at the discretion of the Director or designate.

- (2) **Extension of Full-Time Leaves**

The teacher on a leave of absence for a full year or part of a school year may request an extension of the leave by the Director or designate. Such request shall be in writing and shall be received no later than four school months prior to the original end date of the leave. The teacher shall confirm the date of return or submit a request for an extension of the leave stating the reason(s) for the request four months prior to the date of return. An extension of a leave may be granted provided the teacher's request for such an extension complies with the

appropriate deadlines. If a request for an extension of a leave is not received, the teacher shall be expected to return to active employment with the Board for the following school year. In either case, the deadline for application may be waived for an individual teacher at the discretion of the Director or designate

(3) Part-Time Leaves

Requests for part-time leaves of absence to teach a reduced timetable for the next school year shall be granted to teachers as outlined in (1). The granting of leaves with specific timetabling requests will be at the discretion of the Director or designate. Article 20 shall apply to teachers on a part-time leave with a reduced timetable in the same manner as for part-time teachers.

(4) Short-Term Leaves of Absence

Leaves of absence without pay for less than a full year or less than a full semester may be granted by the Director or designate. Teachers should submit their request as far in advance of the request date(s) as possible, allowing sufficient time for a response.

- (b) Subject to Article 17, at the conclusion of the leave of absence, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board within the meaning of Article 17 during the period of such leave. Subject to Article 13.01 (i), the teacher will not be entitled to have any sick leave credits placed to the teacher's credit during the term of the leave of absence, nor will the teacher be entitled to any benefits under the Sick Leave Plan. There shall be no loss of sick leave credits previously accrued. The term of the leave of absence shall not count as teaching experience for salary grid purposes.

13.08 Parenthood Leaves

(a) Pregnancy Leave

When a teacher is pregnant, they should inform the principal at least two school months in advance of the expected birth date in order to provide an orderly changeover of classroom duties if a pregnancy leave is required.

(b) Adoption Leave

- (1) When a teacher expects to adopt a child, the teacher should inform the principal as far in advance of the adoption date as possible and request a leave in order to provide an orderly changeover of classroom duties.
- (2) In the event that either parent of the adopted child wishes to have a leave of three days or less for adoption purposes, such leave shall be granted without loss of pay. A further two days of leave with pay shall be approved, if requested by the teacher, but shall be subtracted from the days available under Article 13.02 - Special Leave.

(c) Statutory Parental Leave

As per the *Employment Standards Act*, where a teacher takes a statutory pregnancy leave, the statutory parental leave will follow the pregnancy leave directly. Where a teacher is not entitled to statutory pregnancy leave but is entitled and wishes to take statutory parental leave, the teacher should inform the principal at least two school months in advance of the expected date the leave is required in order to provide an orderly changeover of classroom duties.

- (d) The following conditions apply to leaves under Article 13.08 (a), (b) and (c).

- (1) Statutory Pregnancy, Adoption and Parental Leave shall be in accordance with the current *Employment Standards Act*.

- (2) Normal salary shall not be paid during the leave. However, for Statutory Pregnancy Leaves, the Board shall compensate the teacher as outlined below:
- (a) The Board shall provide for permanent teachers and teachers hired into a term position who access such leaves, including teachers living in Quebec and eligible for benefits under the QTIP, a Supplementary Employment Benefits (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 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) 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.
 - (e) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Board for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
 - (f) 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.
 - (g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
 - (h) If a teacher begins pregnancy leave while on an approved leave from the Board, the above maternity benefits provisions apply.
 - (i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
 - (j) 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.
 - (k) (i) For all pregnancy leaves the Board shall pay the teacher one (1) week of regular pay during the one (1) week waiting period prior to the receipt of Employment Insurance payments. Such payment shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.
(ii) For a teacher on statutory pregnancy leave where there is not a one (1) week waiting period prior to the receipt of Employment Insurance payments the teacher will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the first week of leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made. The top-up

payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.

- (iii) For pregnancy leaves, the Board shall pay a "top-up" payment following the waiting period or, when the waiting period occurs before the birth of the child, immediately following the birth of the child. Such payment which when added to the Employment Insurance benefits shall be equal to 100% of the teacher's regular pay for the next seven (7) weeks of the leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.

No sick leave credits shall be deducted as a result of payments above.

- (iv) If not eligible for Employment Insurance, or if the teacher so chooses, the teacher shall be entitled to sick leave during the instructional year for the first six (6) weeks from the date of delivery if the teacher has sufficient sick leave to her credit in lieu of (iii) above.
- (v) Should a delivery or pregnancy related medical issue develop during the specified period of time in (i), (ii), (iii) or (iv) above, the teacher may be eligible for further sick leave. It is understood that time on sick leave in these circumstances counts as time for the purposes of Sick Leave.
- (vi) For teachers on statutory pregnancy leave who continue on a statutory parental leave, following the 52nd consecutive week of the combined leaves, the Board will pay the equivalent of one (1) week of the member's Employment Insurance amount at the standard parental leave Employment Insurance benefit rate.

Such payment shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the Employment Insurance payment has been made for the 51st week.

- (3) (a) For all statutory parental leaves, except where the employee has been in receipt of a pregnancy leave in respect of the birth of the same child, where the teacher has a one (1) week waiting period for Employment Insurance, the Board shall pay the teacher one (1) week of regular pay during the one (1) week waiting period prior to the receipt of Employment Insurance payments. For the second week of the leave, a top-up payment shall be made which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for one week except that the Board shall not be required to calculate the top-up rate based on an Employment Insurance benefit rate less than the standard parental leave Employment Insurance benefit rate.

Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.

Following the 37th week of the statutory parental leave, the Board will pay the equivalent of one (1) week of the teacher's Employment Insurance amount which shall be calculated on an Employment Insurance rate that is not less than the standard parental leave rate.

Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the Employment Insurance payment has been made for the 36th week of leave.

- (b) For a teacher on statutory parental leave, except where the teacher has been in receipt of a pregnancy leave in respect of the birth of the same child, where there is not a two (2) week waiting period prior to the receipt of Employment Insurance payments the teacher will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the first two (2) weeks of leave except that the Board shall not be required to calculate the top-up on an Employment Insurance rate less than the standard parental leave Employment Insurance benefit rate. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made. The top-up payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.
- (4) The Board's normal contributions to the premiums of the benefit plans as described in Article 12 shall be continued during the statutory leave but this continued Board contribution shall not exceed the statutory period.
- (5) Statutory leave shall count as teaching experience for salary grid placement purposes.
- (6) Upon return to duty and subject to Article 17, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists. The teacher shall be entitled to any change in salary scales made effective during the period of absence. The teacher shall suffer no loss of seniority or other benefits as a result of the statutory leave.
- (7) Any teacher who commences a statutory leave shall receive all wages or salaries owing prior to the commencement of the leave, whenever administratively possible.
- (8) A teacher shall be granted a statutory leave during the teacher's first 13 weeks of employment with the Board.
- (e) **Paternity Leave**
Leave of absence without loss of pay occasioned by and around the time of birth or adoption of a child shall be granted to the partner. Such leave shall be for a total of not more than three (3) days.
- (f) **Non-Statutory Parental Leave**
Upon request a teacher shall be granted up to three (3) years of non-statutory parental leave immediately following the end of the statutory parental leave. The terms of such leave shall be in accordance with 13.07 (b) under Leaves of Absence Without Pay.

13.09 Teacher Funded Leave Plan

- (a) The Board agrees to make leaves of absence available to enable teachers to participate in a plan whereby n years (or half years) of earned pay will be distributed over n + 1 consecutive years (or half years). Where a half year leave is requested, such request must be for the first half or the second half of a school year.

Teacher funded leaves will be in accordance with the *Income Tax Act*, the Regulations thereunder, any applicable Revenue Canada rulings or legislation, *Teacher's Pension Act* requirements and any other legislation governing deferred salary leave plans.

The period of salary deferral shall not exceed six (6) years. The leave period will be taken at the end of the salary deferral period.

- (b) The teacher will be required to return to the employ of the Board for at least a period that is not less than the period of the teacher's leave of absence, after completion of the plan, unless the plan is cancelled prior to the year of leave.
- (c) Written application for participation in the plan shall be submitted to the Director or designate no later than April 15 preceding the school year in which the teacher wishes to begin the plan.

Written acceptance or rejection with reason(s) by the Director or designate shall be given to the teacher no later than May 30, in the year application is made. Such reasons for denial may include, but are in no way limited to, a situation where, in the opinion of the Director or designate, the program of the school or the system would be detrimentally affected by the leave.

A standard written agreement between the Board and the teacher shall be completed by June 25.

- (d) The teacher shall have the right to request withdrawal from the plan in cases of financial or other hardship, as deemed acceptable under the governing legislation, up to March 1 immediately preceding the school year in which the leave is to be taken. Such request is subject to the approval of the Director or designate. However, in exceptional circumstances and with the approval of the Director or designate, a teacher may withdraw from the plan after March 1.
- (e) During the period of the leave, there shall be no sick leave coverage or accumulation. For leaves of one full school year, the teacher shall be responsible for the full premium costs for the period of absence in order to maintain participation and coverage under the group benefit plans. For leaves of less than one school year, the Board's share of benefits will be in accordance with Article 20.04. The arrangement for benefits must be made prior to the commencement of leave and will govern the full period of the leave. In any event, benefits will be reinstated when the teacher returns from leave at the same levels held by the teacher prior to commencement of leave.

The parties recognize that the legislative requirements for payroll deductions, such as income tax, Teachers' Pension Plan, employment insurance and Canada Pension, shall be applied in accordance with the Acts and Regulations in effect at the time. It is the teacher's responsibility to make contributions that are optional. Neither the Board nor the Bargaining Unit assumes responsibility for any consequences arising out of the implementation of the Teacher Funded Leave Plan related to its effect on Teachers' Pension Plan provisions, income tax implications, employment insurance and the Canada Pension Plan. Notwithstanding the above, the Board shall make the normal deductions and remittances for these programs.

- (f) Should a teacher withdraw from the plan according to section (d), or should a teacher die or resign from the employ of the Board prior to taking the leave, or should a teacher be declared redundant and actually be placed in a redundant position prior to taking leave, the Board shall pay to the teacher or the teacher's estate or beneficiary, the withheld salary and applicable allowance money together with interest accrued in the trust account. Such payments shall be made within thirty (30) days of the Board receiving official notice of the above.
- (g) A teacher enrolled in the plan shall continue to accumulate seniority during the period of the leave.
- (h) A teacher enrolled in the plan shall not receive teaching experience credit for the period of the leave for the purpose of salary increment.
- (i) Subject to Article 17, at the conclusion of the leave of absence, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists.

- (j) Teachers enrolled in the plan are subject to all the provisions of the Collective Agreement in the same manner as if they were not enrolled in the plan.
- (k) In each year (or half year) of membership in the plan preceding the year (or half year) of the leave, the appropriate proportion of salary and allowances will be retained by the Board and held in trust for the teacher to be paid out during the period of the leave. Interest earned on the deferred salary shall be consistent with the Board's usual financial practices. Such interest shall be held in the trust account for the teacher and will be paid to the teacher during the leave period with the deferred salary and allowances.

During the period of the leave, the Board shall pay the teacher the accumulated monies held in trust for the teacher in either,

- (1) instalments conforming to the regular pay periods and in the proportional amounts set forth in Article 10 for the period of leave, or
 - (2) one or two lump sums, if requested by the teacher in special, extenuating circumstances.
- (l) A leave period may be deferred for compelling personal reasons, at the request of the teacher and with the approval of the Board. Such request for deferral must be given in writing to the Director or designate by March 1 preceding the school year in which the leave was first scheduled to occur.

In the event that a suitable replacement is not available for a teacher who has been granted a leave, the Board may defer the period of leave. Notice of such deferral shall be given in writing by March 1 by the Director or designate preceding the school year in which the leave was first scheduled to occur. In this instance, a teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within thirty (30) days of the date of withdrawal.

In exceptional circumstances and with the approval of the Director or designate, a leave period may be deferred after March 1.

In all cases the leave period shall be completed within seven (7) years from the date of enrolment in the plan.

13.10 Long Term Leaves of Absence for Reasons of Illness, Accident, or Disability

A teacher who is absent from work for reasons related to illness, accident or disability shall be granted long term leave of absence without pay when the teacher's sick leave credit is exhausted and/or the teacher is in receipt of long-term disability benefits.

If a teacher who is absent for reasons related to illness, accident or disability for 36 consecutive months, or for a longer period extended by sick leave credits, wishes to return to teaching, the teacher must notify the Board by registered letter of the desire to return to teaching no later than April 1 prior to the school year in which the teacher wishes to return to teaching. It is agreed that, in circumstances where a teacher is not able to give the notice as required above, every reasonable effort will be made to provide the teacher with a position within the complement. The teacher must provide a doctor's certificate verifying the teacher's ability to return to teaching duties. Subject to the provisions of Article 17, the teacher who has fulfilled the notice requirements above, will be returned to the same school in which the teacher was most recently employed and to the previously held position if it still exists. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board during the period of leave.

Notwithstanding the above, the Board acknowledges its responsibility to accommodate the return to work of a teacher in accordance with prevailing legislation.

13.11 Approved At-Cost Days (ACD)

Leave with deduction of Occasional Teacher costs (as per Article 41.10 – Occasional Teacher daily rate plus associated mandatory employment related costs and benefits), may be granted for up to two (2) days of absence pro-rated according to FTE, during the school year.

Such leave requests will be subject to the approval of the Principal and the Director or designate, and will not be unreasonably denied. Should a leave be denied, the teacher may request a rationale be provided. Approvals will not normally include: the extension of holiday periods, the start of a new semester, the week leading to exams, and the exam schedule.

Leaves will be subject to the availability of replacement teachers.

13.12 Secondment

- (a) The secondment of a teacher to an organization external to the Board requires the approval of the teacher, the Board and the outside organization. While on an approved secondment, the teacher shall continue to be an employee of the Board and shall be bound by the provisions of this collective agreement, except that the teacher shall accept all working conditions as they exist in the outside organization as part of the agreement to the secondment. In normal circumstances, the Board will bill the outside organization for the full employment cost of the teacher.
- (b) Subject to Article 17, at the conclusion of the secondment, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board within the meaning of Article 17 during the period of the secondment.

ARTICLE 14 - SEVERANCE PAYMENT PLAN

Retirement Gratuities were frozen as of August 31, 2012. An employee 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 employee had accumulated and was eligible to receive as of that day. The following language applies only to those teachers eligible for the gratuity above:

14.01 Teachers who were hired to teach in Huron County secondary schools prior to September 30, 1998 shall be entitled to a Severance Payment in accordance with Articles 14.03, 14.04 and Appendix B which is attached.

14.02 All other teachers shall be entitled to a Severance Payment as described below.

A teacher, having at least ten years of continuous employment immediately prior to retirement with the Board or the predecessor boards shall have the teacher's salary continued for a period equal to 50% of the teacher's accumulated sick leave credit for the continuous period but the payment shall not exceed one-half of the annual salary rate of the teacher for the 12 months immediately preceding retirement. In this respect, the term 'salary rate' shall be interpreted as being the normal rate of pay, excluding night school, fringe benefits, etc, during the year immediately preceding retirement.

Acceptable reasons for retirement shall be:

- (1) age 65 or older for any teacher; and
- (2) receipt of a pension or the commuted value of a pension from the Ontario Teachers' Pension Plan.

Calculation of Severance Payment Plan

$$= \frac{\text{accumulated sick leave}}{2} \times \frac{\text{annual salary}}{200}$$

The gratuity payable shall not be greater than the allowance in the following schedule:

<u>Years of Experience</u>	<u>Maximum Allowance</u>
10	20%
11	22% of annual salary rate for the year
12	24% immediately preceding retirement
13	26%

and for each additional year of continuous employment a further 2% up to a maximum allowance of 25 years and over, 50% of annual salary rate of the teacher for the year immediately preceding retirement.

14.03 The severance payment shall be paid immediately following separation from the Board. A teacher may choose the option of receiving two equal payments spread over two years. Under such two-payment option, the Board shall not be expected to pay any interest.

14.04 In the event of death of a teacher after retirement, any gratuity accrued but unpaid in accordance with the foregoing terms and conditions shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

In the event of death of a teacher with a minimum of ten years' continuous employment, prior to death, with the Board and where death occurs prior to retirement, the benefits of this plan shall be calculated specific to the deceased teacher and this amount shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

ARTICLE 15 - LIAISON COMMITTEES

15.01 Liaison Committees exist for the purpose of discussion of matters of concern to the Board and the Bargaining Unit.

Each Committee shall be comprised of three (3) teachers or occasional teachers appointed by the Bargaining Unit, three (3) Board representatives to be appointed by the Board, at least one of whom shall be a trustee, and the Director or designate who shall be the neutral facilitator/chairperson.

15.02 Meetings

- (a) The Director or designate shall call a meeting at the request of either party.
- (b) The meeting shall be convened within fourteen (14) days of receipt of the letter of request.
- (c) At least seventy-two (72) hours notice shall be given for any meeting and an Agenda of the matters proposed to be discussed shall accompany the notice.
- (d) Positions taken by the Committee shall be by consensus and shall be conveyed to the Board and to the Bargaining Unit as recommendations.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.01 Purpose and Definitions

- (a) The purpose of this article is to establish a procedure for the settlement of all differences between the parties arising from the interpretation, application, administration or alleged contravention of the Collective Agreement or of an existing practice of the Board. The contravention of existing practices of the predecessor boards will not form the basis of any grievance. Differences may be resolved by a

complaint under Article 16.03 and/or a grievance under Articles 16.04, 16.05 and 16.06. Failing resolution the parties may proceed to arbitration under Article 16.07.

- (b) A "party" to the grievance shall be defined as the Bargaining Unit or the Board. The complainant shall be a teacher or occasional teacher.
- (c) "Days" shall mean scheduled work days in the applicable school year calendar unless otherwise indicated.

16.02 General

- (a) If the complainant fails to complete the complaint procedure within the total number of days outlined in Article 16.03, the complaint shall be deemed to be abandoned.
- (b) If the grievor fails to act within the time limits set out at any step of the grievance procedure, the grievance shall be deemed to be abandoned.
- (c) If an official fails to reply to either a complaint or grievance within the time limit set out at any stage, the complainant or the grievor will submit the complaint or grievance to the next step outlined in the procedure.
- (d) At any stage of the complaint or grievance procedure, the time limits imposed upon either party may be extended by written mutual consent. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted by written mutual consent of the parties.
- (e) At any step of the grievance procedure, the parties may be represented by an advisor, agent, counsel or solicitor. The Board recognizes the right of a Bargaining Unit grievance committee member to be present and to represent a teacher or occasional teacher at any stage of the complaint or grievance procedure.
- (f) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Collective Agreement.

16.03 Complaint Procedure

A teacher or occasional teacher, with the concurrence of the Bargaining Unit, may initiate a complaint with the teacher or occasional teacher's immediate supervisor (the Principal in the case of all in-school teachers or occasional teacher). The teacher or occasional teacher must indicate that the complaint is in accordance with Article 16 to proceed. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) days of the teacher's or occasional teacher's awareness of the occurrence of the circumstances giving rise to the complaint. Failing settlement within five (5) days of the time when the complaint is first discussed with the immediate supervisor, the complaint may be taken up within a further five (5) days as a grievance in the manner and sequence described in Article 16.04.

16.04 Grievance Procedure

A grievance shall contain:

- (a) a brief description of the alleged violation, including any facts to support the grievance; and
- (b) the clauses or any other language alleged to be violated; and
- (c) the relief or remedy sought.

Step One

Failing settlement under the complaint procedure, the Bargaining Unit may, within the time limits prescribed in Article 16.03, refer the grievance in writing to the Superintendent of Human Resource Services or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

Step Two

Failing settlement at Step One, the Bargaining Unit may, within ten (10) days of the response of the Superintendent of Human Resource Services or designate, refer the grievance in writing to the Director of Education or designate who shall answer the grievance in writing within ten (10) days.

Step Three

Failing settlement at Step Two, the Bargaining Unit may, within ten (10) days of the response of the Director of Education or designate, refer the grievance to arbitration in the manner and sequence prescribed under Article 16.07. If, within ten (10) days of the delivery of the reply of the Director or designate under Step Two, the Bargaining Unit does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

16.05 Grievance by Bargaining Unit

The Bargaining Unit shall have the right to file a written grievance on behalf of an individual teacher or occasional teacher, a group of teachers or occasional teachers, a retired teacher or retired occasional teacher or a deceased teacher or deceased occasional teacher commencing at Step One as described as in Article 16.04. A grievance shall contain those items listed in Article 16.04.

16.06 Grievance by Board

Step One

The Board shall have the right to file a written grievance with the President of the Bargaining Unit within ten (10) days of the occurrence of the circumstances giving rise to the grievance. The President of the Bargaining Unit shall respond within ten (10) days.

Step Two

Failing settlement at Step One, the Board may, within ten (10) days, refer the grievance to arbitration in the manner and sequence prescribed under Article 16.07. If, within ten (10) days of the delivery of the reply of the President of the Bargaining Unit under Step One, the Board does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

16.07 Arbitration of Grievance

Where a difference has arisen between the parties, either of the parties may, after exhausting the grievance procedure established above, notify the other party in writing of its desire to submit the difference or allegation to arbitration and 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 of the name of its appointee to the arbitration board. Where two appointees are so selected they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Notwithstanding the above, the parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board. A grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chair governs. The arbitrator or arbitration board shall not make any decision which is inconsistent with the provisions of the Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.

All costs of a single arbitrator or the chairperson of the arbitration board shall be shared equally by the parties. Each party shall bear the costs of its own appointee to an arbitration board and of its own witnesses.

Time restrictions may be extended if mutually agreed to in writing.

16.08 Grievance Timelines and Central Matter

All grievance timelines mentioned in Article 16 shall be suspended on Central Matters that are referred by either party to their Central Bargaining Agent. The suspension of timelines shall be confirmed by written consent of both parties. Resumption of timelines shall commence when written notification is provided by either party and confirmation of receipt is sent by the other party.

ARTICLE 17 - TEACHERS SURPLUS TO THE NEEDS OF THE SYSTEM

17.01 Reduction of Staff

- (a) Should reduction of teaching staff be anticipated in any year in numbers greater than those accounted for by normal attrition and, in any event, if redundancy is to occur, then Articles 17.03 to 17.08 shall be followed.

Where the Board makes a determination that no redundancy shall occur, then Articles 17.03 and 17.05 (d) (4) shall not apply.

- (b) An occasional teacher may be hired as provided in the *Education Act* to fill vacancies created by leaves of less than one year or Statutory leaves where there is a right to return. All other vacancies will be filled by a regular teacher.

- (c) **Resource Teachers, Consultants and Coordinators**

The position of responsibility of a teacher appointed as a resource teacher, consultant or coordinator shall be filled on an acting basis during the appointment. In accordance with Article 17, at the termination of the appointment as resource teacher, consultant or coordinator, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position of responsibility if the position still exists.

- (d) **Seniority**

Seniority for teachers, accrued prior to September 1, 1998, shall be grandparented according to the 1998/99 Seniority List. Calculations for tie breaking will be done only for employees hired on or after September 1, 1996. Calculations for tie breaking for employees hired before September 1, 1996 shall be done as needed for applying the surplus procedures in this Collective Agreement.

Seniority for service from September 1, 1998 shall be the length of continuous service as a secondary school teacher with the Board or its predecessor boards from the first day worked after being hired. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

Teachers shall be added to the seniority list based on their first day of work.

Should a tie occur based on the first day of work, the following criteria shall be used to break the tie:

- (1) Total years of secondary school teaching experience, including occasional teaching, with the Board or its predecessor boards; and then
- (2) Total years of teaching experience, including occasional teaching, with the Board and or its predecessor boards, and then
- (3) Total years of teaching experience, including occasional teaching, in Ontario; and then

- (4) Total years of teaching experience acceptable to the Ontario Teachers' Pension Plan Board; and then
- (5) Earliest date of acceptance of a position with the Board or its predecessor boards; and then
- (6) By lot drawn by the Director or designate in the presence of the Bargaining Unit representative. Once the determination has been made the list will be finalized for future years for the teachers involved.

The steps shall be applied in order until the tie is broken.

The seniority list shall include the teacher's workplace and a summary of data used in Article 17.01 (d) to break ties. It shall be the responsibility of the teacher to provide proof of experience used to break ties.

For four (4) years after the date of hire, teachers shall have fifteen (15) days following the posting of the tentative list in which to point out to the Director or designate any errors or omissions after which time the list shall be deemed accurate and correct in all respects. Confirmation of the specific corrections will be provided to the teacher and the Bargaining Unit in writing prior to March 1. A copy of the corrected seniority list shall be posted in each workplace no later than March 1.

- (e) Teaching Qualifications shall be defined by qualifications as identified on the Certificate of Qualifications

17.02 Voluntary Transfer List

The Board shall ensure that teachers have the opportunity to add their names to a Voluntary Transfer List. Beginning on the first day of school in September and ending on the last school day before March 1, teachers wishing to transfer all or part of their FTE status to a different school shall have the opportunity to add their names to the List. The Board shall compile the finalized List on or before March 15 and provide a copy to the Bargaining Unit President.

The List shall contain each teacher's name, qualifications, FTE status, list of preferred qualified subjects, list of unqualified subjects/courses they provide mutual agreement to teach in accordance with Reg 298, and list of destination schools.

Upon written request via email to the Director or designate, teachers can request their name be removed from the Voluntary Transfer List up to the last school day prior to April 10. It will be understood that Teachers who remain on the Voluntary Transfer List after April 10 have provided consent to a voluntary transfer during the Spring Staffing process.

All voluntary transfers will be considered in order of seniority. In the case where the vacancy is an exact match to the teacher's qualifications and FTE status, a transfer shall occur. In the case where the vacancy is not an exact match to the teacher's qualifications but there is a match of FTE status at that site, where the teacher wishes to transfer by mutual consent, a transfer may occur at the sole discretion of the principal.

17.03 Identification of Possibly Redundant Teachers

Staff shall be allocated to schools based on the provisions of Article 24. The Director, or designate, shall, in consultation with the SSSAC, determine the number of Possibly Redundant Teachers, if any, in the system. The mutually agreed to list of Possibly Redundant teachers shall be finalized on or before April 15. This list shall consist of the least senior teachers in the system.

On or before April 15, the Director, or designate, shall inform in writing each Possibly Redundant Teacher, with copies to the Bargaining Unit President.

17.04 Identification of Surplus-to-School Teachers

- (a) Pursuant to 17.03, each Principal, in consultation with the corresponding ISSAC, shall determine a tentative list of Surplus-to-School Teachers by April 15. The Principal shall examine the qualifications of staff so as to retain the more senior teachers by re-assignment whenever possible. Where it is deemed that the curriculum needs of the school require the retention of a teacher with less seniority than a teacher declared Surplus-to-School, the Principal shall provide an explanation to the teacher and the Bargaining Unit President prior to the declaration of Surplus-to-School. Classes shall not be assigned to Possibly Redundant Teachers or to Surplus-to-School Teachers.
- (b) After all avenues of placement or retention in the school have been exhausted and after consultation with the Director, or designate, the Principal shall, within two school days of April 15
 - (1) inform in writing each teacher on the Surplus-to-School list;
 - (2) submit the vacant position list and the Surplus-to-School list along with a copy of the tentative teacher assignments for staff to the Director, or designate;
 - (3) send copies of all documents in (2) to the Bargaining Unit President.

17.05 Posting and Transfer Procedure

- (a) As of April 16, the Director, or designate, shall make a composite list of all school vacancies for the next school year.
- (b) As of April 16, the Director, or designate, shall provide composite Possibly Redundant, Surplus-to-School and Voluntary Transfer lists to all Principals and to the Bargaining Unit President. Subsequent lists shall be distributed to the Principals and the President of the Bargaining Unit after each round of posting.
- (c) Following April 16, all vacancies shall be offered to teachers by the Director, or designate, using the following sequence:
 - (1) First, to teachers on the Voluntary Transfer List who have identified the corresponding destination school. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled.
 - (2) Second, to applicants to posted vacancies. Surplus-to-School Teachers may apply to posted vacancies. Advertisements shall be distributed to all school Principals and posted on the Board's chosen electronic platform, pursuant to Article 22. Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken
- (d) Notwithstanding 17.05(c), beginning with the third round of posted vacancies, the sequence of offerings shall be the following:
 - (1) First, to Surplus-to-School Teachers. Surplus-to-School Teachers will be assigned to vacancies in order of the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled.
 - (2) Second, to teachers on the Voluntary Transfer List who have identified the corresponding destination school. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled.
 - (3) Third, to applicants to posted vacancies. Advertisements shall be distributed to all school Principals and posted on the Board's chosen electronic platform, pursuant to Article 22. Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken

- (4) Fourth, to Possibly Redundant Teachers. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled. If no subject-qualified teacher exists, pursuant to 17.01(e), offers shall be made in order of seniority, based on subjects successfully taught for one year. Failing this, offers shall be made in order of seniority as permitted by Reg. 298 of the Education Act.
- (e) A teacher who has accepted a reduced assignment remains eligible for placement in a position or positions which restore the teacher to the teacher's regular status. Where the regulations require mutual consent of the parties for the teacher to be assigned a position, the teacher may withhold consent without losing rights under the placement process.
- (f) If, prior to the opening of school in September, a vacancy for which a surplus-to-school teacher is qualified becomes available in the teacher's former school, the teacher shall have the right of recall to their former school in order of seniority.
- (g) For the school year immediately following a year in which a teacher is declared surplus-to-school, according to Article 17.04, and have their school assignment changed as a result of the process described in Article 17.05, shall self-identify by January 15 if they are electing to be included in their former school's complement for the purpose of staff allocation in accordance with Article 24.

17.06 Possibly-Redundant Pool and Final Notification of Redundant Teachers

- (a) Where a teacher, who has completed the probationary period, is declared possibly-redundant the teacher shall be assigned to the possibly-redundant pool, if a position in such pool is available, for a period of one academic year. If a teaching position becomes available for which the teacher is qualified, the teacher will be offered such position. No teacher shall remain in the possibly-redundant pool beyond one academic year. If the teacher is not placed, the teacher's employment shall be terminated as set out in Article 17.06 (e) and (f) and the teacher's name will be added to the recall list.
- (b) There shall be a maximum of five (5) full-time equivalent positions in the possibly-redundant pool. Teachers who are in the possibly-redundant pool shall be assigned to the schools by the Director or designate.
- (c) If a vacancy occurs for a regular teaching position, the teacher with the greatest seniority who has been assigned to the possibly-redundant pool shall be assigned to fill such vacant position provided that the teacher is qualified to fill the position. The resulting vacant position in the possibly-redundant pool shall be filled for the remainder of the academic year by the most senior teacher on the recall list who had completed the probationary period at the time of placement on the recall list. Where no teacher on the recall list had completed the probationary period at the time of placement on the recall list, no teacher will move to the possibly-redundant pool.
- (d) Teachers in the possibly-redundant pool shall not be counted in the allocation of staff according to Article 24. While in the possibly-redundant pool, the teacher will receive all salary, benefits, experience and seniority as if they were assigned a regular teaching position. The teachers shall be included in their former school's complement for the purposes of staff allocation in accordance with Article 17.03 and 17.04.
- (e) After the creation of the possibly-redundant pool, the names of teachers still remaining on the possibly-redundant list will be presented to Board at the last Board meeting in May for termination of employment or reduction in timetable. A list of names of teachers so affected shall be given to the Bargaining Unit President at the time it is furnished to the Board members.
- (f) By May 31, all teachers whose employment is so terminated will be notified in writing by the Director and this notification will clearly state that the termination is for reasons

of redundancy. A list of names of teachers so affected shall be given to the Bargaining Unit President at the time it is furnished to the Board members.

17.07 Further Rights

- (a) A teacher whose employment has been terminated or whose assignment has been reduced due to surplus procedures shall have the right of recall, in order of seniority, to positions for which the teacher is qualified for five years if the teacher has completed the probationary period and for two years if the teacher has not completed the probationary period. The teacher shall be included in the teacher's former school's complement for the purpose of staff allocation in accordance with Article 17.03 and 17.04 each year. A teacher who is recalled shall have all previously accrued benefits reinstated.
- (b) Teachers must notify the Board and the Bargaining Unit President by registered letter no later than March 1 of each year that they wish to remain on the recall list. Failure on the part of the teacher to take this action will relieve the Board from any further obligation to recall the teacher.
- (c) Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and of any change of address.
- (d) The Board shall notify teachers being recalled in writing and such teachers shall notify the Board of acceptance no later than 14 calendar days after receipt of recall notice. A teacher, unable to notify the Board of acceptance within 14 calendar days due to injury, illness or other reason deemed acceptable by the Director of Education or designate shall not lose further recall rights.
- (e) Each teacher whose employment has been terminated or whose timetable has been reduced will be given consideration for occasional teaching positions, Adult and Continuing Education, or opportunities as such become available provided the teacher indicates a willingness in writing to be available prior to each school year.
- (f) In the selection of staff for Adult and Continuing Education vacancies, teachers who are declared redundant shall be offered such vacancies in accordance with Article 26.06 (d) (2).

17.08 In the event that a vacant position arises, a new teacher will not be hired until a teacher, whose assignment has been reduced or who has been assigned to the possibly-redundant pool or who has recall rights, has been placed. Notwithstanding the above, if no teacher with a reduced assignment or who is in the possibly-redundant pool or who has recall rights is qualified, the Board may hire externally.

ARTICLE 18 - TEACHER EXCHANGES

18.01 Subject to Article 17, teachers in different schools wishing temporary exchanges for one or two semesters may apply via the Board's chosen electronic platform by February 15 so that the teacher's name can be included on the Teacher Exchange Request List.

18.02 Applicants for teacher exchanges shall specify the school(s), grade(s) and/or subject areas(s) which the teacher wishes to transfer as well as indicate the current position held. The Teacher Exchange Request List shall be posted on the Board's chosen electronic platform by March 1.

The purpose of the Teacher Exchange List is to allow any teacher, whether that teacher's name is on the list or not, to contact a teacher whose name is on the Teacher Exchange List to discuss the feasibility of a teacher exchange in accordance with this Article.

18.03 Subject to the approval of the Director or designate, where two teachers wish an exchange, the teachers and the Principals concerned shall agree to the exchange before such transfer is affected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such a transfer. Should a proposed

exchange be denied, the reason(s) for the denial will be provided in writing to the teacher by the Director or designate responsible for the denial.

18.04 The teacher will be paid all salaries and responsibility allowances for the position held for the duration of the exchange. For staffing purposes for the following school year, the teacher shall be shown as being on staff at the teacher's original school. Upon termination of the exchange the teachers will return to their former positions. Where a teacher held a position of responsibility, it shall be returned to the teacher provided that the position still exists. All exchanges which are not made permanent as per 18.05 will terminate after one year, but may be continued beyond the period indicated by mutual consent of the teachers and Principals concerned. Any positions of responsibility associated with an exchange shall be considered acting for up to one school year. If the exchange continues beyond one year or becomes permanent, the position of responsibility shall be posted.

18.05 If the teachers and Principals agree, a teacher exchange may be made permanent during the period of the exchange or during any extension to which the teachers and the Principals have mutually agreed. The parties shall advise the Director or designate in writing of their desire to have the exchange made permanent.

ARTICLE 19 - LIABILITY INSURANCE

19.01 (a) The Board shall continue to maintain sufficient liability insurance for teachers arising from the performance of:

- (1) their assigned duties as described in the *Education Act* and its Regulations;
- (2) other assigned duties;
- (3) involvement in voluntary activities;
- (4) any activities related to any Board Policy.

(b) No teacher shall be required to do any medical or physical procedure for pupils that might endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence. No teacher shall be required to provide feeding or toileting health support services.

19.02 Teachers shall not be requested by their Principal or other members of their school administration to transport students.

ARTICLE 20 - PART-TIME TEACHERS

20.01 All part-time teachers shall have their assigned duties and pay (excluding position of responsibility allowances) pro-rated to a full-time teacher's assignment.

20.02 Effective September 1, 2024, in the event that a part-time teacher has a different amount of assigned time in each of the two semesters/half years, the teacher's salary will be paid based on the teacher's FTE for that semester.

20.03 Both instructional and non-instructional time for the part-time teacher shall be prorated by means of the ratio of the assigned time of the part-time teacher to the assigned time of a full-time teacher. A part-time teacher who has timetabled duties assigned in two periods in one semester shall have those two periods assigned either in the morning or in the afternoon but not in both unless it is agreeable to the teacher. A part-time teacher whose assignment is half-time or less each day shall have professional duties assigned either in the morning or in the afternoon but not in both unless it is agreeable to the teacher. The Principal shall make every reasonable effort to schedule the morning or afternoon preference of a teacher who requests a part-time leave in order to provide such leave unless the teacher agrees otherwise.

20.04 A part-time teacher shall be eligible for all benefits as provided in the Central Terms.

20.05 Part-time teachers who indicate a desire to increase their FTE status shall be considered for vacancies before any outside hiring.

20.06 Part-time teachers shall be added to the Occasional Teacher Roster.

ARTICLE 21 - RETRAINING AND UPGRADING

21.01 Where the Board specifically requires a teacher to take particular training in order to fill a position, the Board will pay the tuition cost, necessary travel expenses and/or a necessary living allowance. Other associated costs will be paid by the Board as agreed to between the Board and the teacher.

ARTICLE 22 - POSTING

22.01 The Board shall post all vacancies, except for the following:

- (1) vacancies where an Occasional Teacher is used in accordance with Article 17.01 (b); or
- (2) subsequent vacancies resulting from an initial vacancy occurring between July 1 and the first day of classes in September.

Vacancies shall be posted on the Board's chosen electronic platform only.

22.02 Vacancies shall be posted for a minimum of three (3) consecutive school days and all teachers shall make written application, which may include by e-mail, for the vacancy in accordance with the posting instructions. In the event of a technical failure in the Board's chosen electronic platform network, the length of the posting shall be extended for a time equivalent to the length of the interruption in the Board's chosen electronic platform network. Vacancies which occur between July 1 and the first day of classes shall be posted for a minimum of three (3) consecutive week days. Holidays and weekends do not cause a break in the requirement to post for three consecutive days.

22.03 Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken.

22.04 Notwithstanding Article 17.01(b), in the event that the posting of a vacancy leads to a sequence of subsequent vacancies that cannot all be filled before the first vacancy takes effect, an Occasional Teacher may be used to fill the most appropriate vacancy as determined by the Board. Once all such vacancies are filled, each reassigned teacher shall move to their new placement. Every reasonable effort shall be made to place a teacher in each such vacancy within ten (10) school days of its posting.

However, the placement of teachers in vacancies arising from the last school day in December to the start of Semester 2 will become effective no later than the start of Semester 2. An Occasional Teacher may be used to cover the original vacancy for the balance of Semester 1.

22.05 Subject to Article 17.08, should a vacancy occur during the school year, the posted vacancy shall be the same FTE as that of the teacher whose absence gave rise to the vacancy. The original vacancy and one resulting vacancy shall be posted. Subsequent resulting vacancies shall result in posting of only the number of sections needed for the remainder of the school year.

ARTICLE 23 - STAFFING COMMITTEES

23.01 Secondary School Staffing Advisory Committee

- (a) A Secondary School Staffing Advisory Committee shall be established and maintained from year to year to provide input regarding the staffing requirements of

the secondary system and to review the Board's obligations regarding teacher workload and class size.

(b) The Committee shall be comprised of equal representation from the Board and the Bargaining Unit as follows:

- the President or designate of the Bargaining Unit;
- the Federation Officer or designate of the Bargaining Unit;
- the Chairperson or designate of the Collective Bargaining Committee of the Bargaining Unit;
- the Superintendent of Human Resource Services or designate;
- the Superintendent responsible for secondary staffing; and
- another representative of the Administration

(c) Rules of Order

The Committee shall meet at least once in the spring and fall of each school year. While the Committee is not established as a decision-making body, it may bring forward recommendations with the consensus of the Committee. The minutes of these meetings including any recommendations of the Committee will be forwarded to the In-School Staffing Advisory Committee.

(d) The Committee will meet at the call of either party.

23.02 In-School Staffing Advisory Committee

(a) An In-School Staffing Advisory Committee shall be established and maintained from year to year in each school.

(b) The Committee shall be comprised of the following school personnel:

- the OSSTF Branch President or another member elected by the school's teachers;
- the Staff Allocation Representative or another member elected by the school's teachers;
- the Principal; and
- a Vice-Principal

(c) The Committee will participate in an advisory capacity with the principal in providing input in school organization, teacher workload and class size issues.

(d) The committee shall meet:

- within one (1) week prior to September 30 and February 28,
- prior to April 15,
- following April 16 and
- as often as necessary to carry out its mandate.

At least one (1) school day prior to any meeting, members of the Committee shall receive all relevant data necessary to assist the Committee in its mandate.

(e) The Committee meetings will not result in release time costs to either party.

(f) Nothing in this Article precludes the Principal from seeking input from teachers in Positions of Responsibility, individually or as a group, on the staffing needs of the school.

ARTICLE 24 - STAFFING

The Board and the Bargaining Unit agree that the Board, at its discretion, may reassign staff within a school in response to resignations and retirements to achieve the staff generation in the

formula below. No teacher will be administratively transferred from school to school as a result of the aforementioned staffing changes.

The Board agrees to hire the full complement of staff as described in Articles 24.01 and 24.02 by October 15 of each school year, based on September 30 enrolment data.

The staff generated or assigned in any one section of this Article is in addition to all staff generated or assigned in all other sections of this Article.

24.01 Generation of Base FTE Teachers

- (a) 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.
- (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.

24.02 Staffing in Addition to the Base FTE Teachers

(a) **Guidance**

The following staff requirements shall be assigned as of October 15:

The Student/Guidance Counsellor ratio in each school shall not exceed 385:1.

In addition, a minimum of four (4) FTE Special Student Success teachers will be assigned to the Student Services Department in each school on the basis of two (2) sections per high school and six (6) sections for system needs.

(b) **Teacher Librarians**

The following staff requirements shall be assigned as of September 30:

There shall be 6.0 teacher librarians assigned in the secondary schools.

(c) **Special Education Resource Teachers**

The following staff requirements shall be assigned as of October 15:

Each school shall have assigned a 1.0 FTE Special Education Resource Teacher for the first 92 IPRC + IEP only students or part thereof, plus 0.167 FTE Special Education Resource Teacher for each additional 18 IPRC + IEP only students or part thereof. These identified students shall exclude the SCC-DD students in the school. Notwithstanding the formula, there shall be no fewer than eight (8) Special Education Resource periods/sections assigned to each school.

(d) **Resource Teachers, Consultants and Coordinators**

The Board may hire, assign and terminate the services of any number of resource teachers, consultants or coordinators.

(e) **Self-Contained Class/Developmentally Delayed (SCC/DD)**

A teacher or teachers will be assigned to classes established for SCC/DD students in secondary schools according to the terms of Board Policy and the Regulations under the *Education Act*.

(f) **Alternative Education Program**

The number of teachers assigned to any Alternative Education Program (including but not limited to Options and COPE) shall be at the discretion of the Board.

(g) **Ontario Youth Apprenticeship Program**

The number of teachers assigned to the O.Y.A.P. shall be at the discretion of the Board.

(h) **Distance Education/Other Technology Classes**

The number of teachers assigned to Distance Education and other related technology courses shall be at the discretion of the Board.

(i) **Elementary Courses**

The number of teachers assigned to Elementary students/classes shall be at the discretion of the Board and shall be in addition to all other secondary staffing.

ARTICLE 25 - CONDITIONS OF WORK

25.01 Class Size Maximums

- (a) The following maximum class sizes shall not be exceeded on or after October 15 (and on or after February 28 for semestered courses assigned in the second half of the school year).

Grade 9/10

Academic [D]	27
Applied [P]	25
Open [O]	27
Technological Studies, Workplace, Social Sciences (food or clothing)	20

Grade 11/12

University [U].....	31
University/College [M]	31
University Science [U]	30
College [C]	27
Open [O] (Including Communications Technology and Computer Assisted Drafting)	27
Technological Studies, Workplace, Social Sciences (food or clothing)	20
Cooperative Education (including O.Y.A.P. and On-line Co-op).....	20
COPE.....	23
Locally Developed and Non-credit Courses	15
Credit Recovery	20

- (b) There shall be no exceptions to the maximums identified in Article 25.01 (a) other than those specified by the Central default language in 25.01(d) and 25.01(e).
- (c) In a multi-level class, the maximum class size shall be the maximum of the lowest level.
- (d) Notwithstanding 25.01 (a):
- For 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
 - 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.

- (e) No E-Learning credit course shall exceed 35 students.

25.02 Assigned Time

- (a) Each full-time teacher shall be assigned a maximum of 6.0 periods of credit and/or credit-equivalent courses or equivalent duties in SERT, Library or Guidance with a maximum of 3.0 periods per day.
- (b) Each full-time teacher may also be assigned additional professional assignments (APAs) comprised of either on-calls, supervisions, student mentoring and teacher mentoring. The maximum annual professional assignments for any full-time teacher shall not exceed 46 half periods including a maximum of 24 on-calls.

Each teacher will be assigned no more than 2 half-periods of APA per week. When a teacher is assigned an APA such assignment shall be at the beginning of the period or at the end of the period and shall be for a maximum of one half-period.

- (c) On-calls may be assigned for coverage of a class or classes for a teacher who is absent. On-calls may not be assigned to replace a teacher absent for two (2) or more consecutive days, commencing with the second day, except in emergency situations where every reasonable effort has been made to hire an occasional teacher and none is available.

Where the need for an on-call is known twenty-four (24) hours before the start of the school day requiring the on-call, teachers will be notified of on-call assignments the previous day. Every effort will be made to notify teachers of supervisions and on-calls as far ahead of the assignment as possible.

An on-call/supervision may consist of supervising one or more classes in the cafeteria or other appropriate location. No teacher will be required to supervise more than three classes at one time.

On-calls/supervisions shall be equitably assigned. Records of such assignments shall be posted in each school monthly and a copy of the record of assignment shall be forwarded to the Bargaining Unit at the end of each month.

- (d) No teacher shall be assigned other duties in addition to those set out in (a) through (c) above except for home form. Unassigned time shall be available to the teachers for preparation and marking.

(e) **Credit Recovery**

1. Where a student is recommended for Credit Recovery, the subject teacher shall only be required to provide the following information:
 - (i) the student's final mark for the course;

- (ii) a breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject teacher employs for recording marks; and
 - (iii) reason for Credit Recovery recommendation.
- 2. The subject teacher shall only be required to identify units, concepts, and/or expectations not successfully achieved plus relevant learning skills information for a student accepted into the Credit Recovery program. All other consultation between the subject teacher and the credit recovery teacher is voluntary.
- (f) Where a Special Education Resource Teacher delivers credits during their resource periods, they may deliver no more than 5 credits per period and 20 credits in total. Every reasonable attempt will be made to minimize the concurrent delivery of non-credit withdrawal and special education credit programs for that teacher. Every reasonable effort will be made to ensure that the distribution of IPRC's to special education teachers shall be done on an equitable basis.
- (g) COPE teachers may be assigned an alternative timetable equivalent to regular teachers consisting of a maximum of 1125 minutes of assigned time.
- (h) Students of absent COPE teachers will be taught and/or supervised by an occasional teacher. Such students will not be supervised by other COPE teachers at the same work site who have other simultaneous assignments. Notwithstanding the above, the following protocol shall be in effect at COPE sites where more than one COPE teacher is assigned, during hours when the COPE site is open to students.

If fewer than the normally assigned number of teachers are present at the site due to the brief absence of teachers performing assigned COPE duties (e.g., co-op work site visits), then the total number of students present at the site shall not exceed fifteen (15) per teacher present.

If at any time during such a brief absence the number of students exceeds fifteen (15) per teacher, the school administration shall be notified and occasional teachers or on-calls assigned to the site as soon as is reasonably possible.

For absences of more than 150 consecutive minutes and for absences not related to performance of COPE duties (e.g., absence due to illness, field trips, special leave, etc.), the absent teacher shall be replaced by an occasional teacher or on-calls.

25.03 Maximum Preparations Assigned

- (a) Every reasonable effort shall be made to maintain no more than 4 lesson preparations per teacher per year. One class shall represent one lesson preparation. Every reasonable effort shall be made to minimize the number of multi-level and/or multi-grade classes.
- (b) The Board shall endeavour, by June 15, to provide the Bargaining Unit with tentative master timetables, as available, for all secondary schools, for the following school year.

25.04 Lunch Break

Each teacher shall be provided with a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:45 a.m. and 2:00 p.m. each day, except that at LDSS the time period during which lunch shall be provided is 10:00 am. to 1:15 p.m.

25.05 School Year

The school year shall be the number of days as prescribed by the applicable *Education Act Regulation*. Teachers shall not be required to work any days outside of the school year.

25.06 Student Reporting

- (a) There will be a maximum of two (2) formal reports per full credit course or non-credit course. The number of reports for partial credit or non-credit courses shall be prorated.
- (b) One further interim report may be provided per semester only for students deemed to be at risk.
- (c) Teachers will not be responsible for entering attendance data into a computer system at a separate time from obtaining the attendance data.

25.07 Elementary Students

No teacher shall be assigned to teach elementary students without prior consultation with the Bargaining Unit and the agreement of the teacher. When a teacher is assigned to teach elementary students, the teacher shall continue to be governed by all workload and other provisions of this Collective Agreement.

25.08 Limitations of Duties Performed by Teachers

No teacher shall be required to perform duties normally and regularly performed by members of another bargaining unit. No teacher shall be required to perform duties normally and regularly performed by management except as provided for in Article 34.

25.09 Absent Students

Subject Teachers shall only be required to provide academic programming for students expelled and/or suspended for the first five days of the absence.

25.10 Extra-Curricular Activities

Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. Extra-curricular activities shall not be assigned to any teacher.

25.11 Mileage

Teachers who are required to use their own vehicle for travel in the performance of their assigned duties shall be paid mileage at the current board rate.

25.12 Interviewing

The Board shall not request or require OSSTF members to be a part of any team assembled for the purpose of interviewing candidates for positions in OSSTF Bargaining Units.

25.13 Evaluating

OSSTF members shall not make or provide input regarding performance of other OSSTF members for the purposes of evaluation.

25.14 Dual Credit Courses

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. The Board shall provide, by September 30, sufficient Dual Credit information for verification of Article 24 staffing levels. This information shall be updated no later than February 28.

25.15 Staff Meetings

Teachers assigned to more than one school during a given semester and/or assigned to both Distance Education sections and classroom sections during a given semester shall attend the respective number of staff meetings on a correspondingly pro-rated basis, provided the schedule is agreed upon between the teacher and the Principals. The teacher is responsible to follow-up with the Principal to receive any information that was shared.

ARTICLE 26 - ADULT AND CONTINUING EDUCATION

26.01 This Article sets out all rights and privileges to be applied to Adult and Continuing Education teachers. For the purpose of this Article, Adult and Continuing Education includes Adult Education (including Adult Day School), Summer School, Night School and Home and Hospital Study.

26.02 (a) The following Articles in the Collective Agreement shall apply to Adult and Continuing Education teachers:

PART B: ARTICLE 1 - DEFINITIONS

PART B: ARTICLE 2 - PURPOSE AND SCOPE

PART B: ARTICLE 3 - TERM OF COLLECTIVE AGREEMENT

PART B: ARTICLE 4 - MANAGEMENT RIGHTS

PART B: ARTICLE 5 - RECOGNITION

PART B: ARTICLE 11 - FEDERATION FEES AND BRANCH AFFILIATE LEVY

PART B: ARTICLE 12 - BENEFITS (in accordance with the Central Terms C7 - Benefits)

PART B: ARTICLE 13.03 - BEREAVEMENT LEAVE

PART B: ARTICLE 13.05 - QUARANTINE, JURY DUTY OR WITNESS DUTY

PART B: ARTICLE 13.06 - PROFESSIONAL DEVELOPMENT PLAN

PART B: ARTICLE 13.08 - PARENTHOOD LEAVE

PART B: ARTICLE 15 - LIAISON COMMITTEE

PART B: ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

PART B: ARTICLE 19 - LIABILITY INSURANCE

PART B: ARTICLE 21 - RETRAINING AND UPGRADING

PART B: ARTICLE 22.02 and 22.03 (POSTING)

PART B: ARTICLE 25.11 - MILEAGE

PART B: ARTICLE 26 - ADULT AND CONTINUING EDUCATION

PART B: ARTICLE 28 - DISCRIMINATION

PART B: ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

PART B: ARTICLE 33 - PERSONNEL FILES

PART B: ARTICLE 38 – CRIMINAL BACKGROUND CHECK

PART B: ARTICLE 39 - INCLEMENT WEATHER

PART B: ARTICLE 40 – ATTENDANCE MANAGEMENT/SUPPORT

Note: The Employee Assistance Program (Article 12.04) is not “a condition of employment” for Adult and Continuing Education teachers but is an optional benefit available to them.

(b) The employment of an Adult or Continuing Education teacher may be terminated:

- (1) at any time by mutual consent in writing of the teacher and the Board, or
- (2) at any time by either party giving written notice to the other not less than 48 hours before the date of termination specified in the notice where the teacher has entered into the teaching duties, or
- (3) by the Board at any time without advance notice to the teacher where, before the commencement of the course, class or teaching in the subject, the Board has resolved not to offer the course, class or subject.

(c) A newly hired teacher in Adult and Continuing Education who was not previously employed in Adult and Continuing Education with the Board or its predecessor boards or who is not currently employed as a regular secondary school teacher shall

serve a probationary period of the full-time equivalent of one school year worked and in no case shall the probationary period be longer than two calendar years. For the purposes of determining the full-time equivalency of one school year worked as identified above, the criteria used to calculate seniority as per Article 26.06 (b) will be used.

26.03 Method of Payment

A teacher shall be paid for work within four (4) weeks of the daily work performed.

26.04 Leave Plans

- (a) Pregnancy and Parental Leave without pay for Adult and Continuing Education teachers shall be in accordance with the terms of the *Employment Standards Act*. Teachers shall have access to the SEB plan in accordance with Part B: Article 13.08.
- (b) Sick leave is provided as in Section 9.00 of Part A: Central Terms.
- (c) Leaves of absence without pay may be granted to Adult and Continuing Education teachers at the sole discretion of the Director or designate. Following the leave, the teacher will be returned to the same location in which the teacher was most recently employed if the position still exists.

26.05 Salaries and Wage Rates

- (a) (i) The salaries and wage rates for teachers employed at a Board site in Adult Day School (ADS) during eligible hours, as advised by the Joint Central Committee: Adult Day School Teachers (ADS), which are defined as hours worked as an ADS teacher delivering credit courses for adult students between 8:00 am to 5:00 pm on a school day during the regular school year are:

September 1, 2022

Coordinators hired prior to Sept 1, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 1	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 2	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 3	\$ 49.66	\$ 49.66	\$ 49.66	\$ 56.21
Year 4	\$ 49.66	\$ 49.66	\$ 56.50	\$ 59.82
Year 5	\$ 49.66	\$ 54.35	\$ 59.80	\$ 63.42
Year 6	\$ 49.66	\$ 57.17	\$ 63.10	\$ 67.02
Year 7	\$ 56.27	\$ 59.97	\$ 66.39	\$ 70.63
Year 8	\$ 58.86	\$ 62.76	\$ 69.69	\$ 74.21
Year 9	\$ 61.46	\$ 65.58	\$ 72.98	\$ 77.82
Year 10	\$ 64.05	\$ 68.37	\$ 76.29	\$ 81.43

Teachers hired prior to Sept 1, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 41.90	\$ 41.90	\$ 41.90	\$ 41.90
Year 1	\$ 41.90	\$ 41.90	\$ 46.63	\$ 49.02
Year 2	\$ 41.90	\$ 45.95	\$ 49.90	\$ 52.61
Year 3	\$ 45.89	\$ 48.74	\$ 53.21	\$ 56.21
Year 4	\$ 48.48	\$ 51.56	\$ 56.50	\$ 59.82
Year 5	\$ 51.08	\$ 54.35	\$ 59.80	\$ 63.42
Year 6	\$ 53.66	\$ 57.17	\$ 63.10	\$ 67.02
Year 7	\$ 56.27	\$ 59.97	\$ 66.39	\$ 70.63
Year 8	\$ 58.86	\$ 62.76	\$ 69.69	\$ 74.21
Year 9	\$ 61.46	\$ 65.58	\$ 72.98	\$ 77.82
Year 10	\$ 64.05	\$ 68.37	\$ 76.29	\$ 81.43

Coordinators and Teachers hired after Aug 31, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 38.10	\$ 40.35	\$ 43.33	\$ 45.40
Year 1	\$ 40.69	\$ 43.13	\$ 46.63	\$ 49.02
Year 2	\$ 43.29	\$ 45.95	\$ 49.90	\$ 52.61
Year 3	\$ 45.89	\$ 48.74	\$ 53.21	\$ 56.21
Year 4	\$ 48.48	\$ 51.56	\$ 56.50	\$ 59.82
Year 5	\$ 51.08	\$ 54.35	\$ 59.80	\$ 63.42
Year 6	\$ 53.66	\$ 57.17	\$ 63.10	\$ 67.02
Year 7	\$ 56.27	\$ 59.97	\$ 66.39	\$ 70.63
Year 8	\$ 58.86	\$ 62.76	\$ 69.69	\$ 74.21
Year 9	\$ 61.46	\$ 65.58	\$ 72.98	\$ 77.82
Year 10	\$ 64.05	\$ 68.37	\$ 76.29	\$ 81.43

September 1, 2023

Coordinators hired prior to Sept 1, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 1	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 2	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 3	\$ 49.66	\$ 49.66	\$ 49.66	\$ 57.90
Year 4	\$ 49.66	\$ 49.66	\$ 58.20	\$ 61.61
Year 5	\$ 49.66	\$ 55.98	\$ 61.59	\$ 65.32
Year 6	\$ 49.66	\$ 58.89	\$ 64.99	\$ 69.03
Year 7	\$ 57.96	\$ 61.77	\$ 68.38	\$ 72.75
Year 8	\$ 60.63	\$ 64.64	\$ 71.78	\$ 76.44
Year 9	\$ 63.30	\$ 67.55	\$ 75.17	\$ 80.15
Year 10	\$ 65.97	\$ 70.42	\$ 78.58	\$ 83.87

Teachers hired prior to Sept 1, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 41.90	\$ 41.90	\$ 41.90	\$ 41.90
Year 1	\$ 41.90	\$ 41.90	\$ 48.03	\$ 50.49
Year 2	\$ 41.90	\$ 47.33	\$ 51.40	\$ 54.19
Year 3	\$ 47.27	\$ 50.20	\$ 54.81	\$ 57.90
Year 4	\$ 49.93	\$ 53.11	\$ 58.20	\$ 61.61
Year 5	\$ 52.61	\$ 55.98	\$ 61.59	\$ 65.32
Year 6	\$ 55.27	\$ 58.89	\$ 64.99	\$ 69.03
Year 7	\$ 57.96	\$ 61.77	\$ 68.38	\$ 72.75
Year 8	\$ 60.63	\$ 64.64	\$ 71.78	\$ 76.44
Year 9	\$ 63.30	\$ 67.55	\$ 75.17	\$ 80.15
Year 10	\$ 65.97	\$ 70.42	\$ 78.58	\$ 83.87

Coordinators and Teachers hired after Aug 31, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 39.24	\$ 41.56	\$ 44.63	\$ 46.76
Year 1	\$ 41.91	\$ 44.42	\$ 48.03	\$ 50.49
Year 2	\$ 44.59	\$ 47.33	\$ 51.40	\$ 54.19
Year 3	\$ 47.27	\$ 50.20	\$ 54.81	\$ 57.90
Year 4	\$ 49.93	\$ 53.11	\$ 58.20	\$ 61.61
Year 5	\$ 52.61	\$ 55.98	\$ 61.59	\$ 65.32
Year 6	\$ 55.27	\$ 58.89	\$ 64.99	\$ 69.03
Year 7	\$ 57.96	\$ 61.77	\$ 68.38	\$ 72.75
Year 8	\$ 60.63	\$ 64.64	\$ 71.78	\$ 76.44
Year 9	\$ 63.30	\$ 67.55	\$ 75.17	\$ 80.15
Year 10	\$ 65.97	\$ 70.42	\$ 78.58	\$ 83.87

September 1, 2024

Coordinators hired prior to Sept 1, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 1	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 2	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 3	\$ 49.66	\$ 49.66	\$ 49.66	\$ 59.49
Year 4	\$ 49.66	\$ 49.66	\$ 59.80	\$ 63.30
Year 5	\$ 49.66	\$ 57.52	\$ 63.28	\$ 67.12
Year 6	\$ 49.66	\$ 60.51	\$ 66.78	\$ 70.93
Year 7	\$ 59.55	\$ 63.47	\$ 70.26	\$ 74.75
Year 8	\$ 62.30	\$ 66.42	\$ 73.75	\$ 78.54
Year 9	\$ 65.04	\$ 69.41	\$ 77.24	\$ 82.35
Year 10	\$ 67.78	\$ 72.36	\$ 80.74	\$ 86.18

Teachers hired prior to Sept 1, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 41.90	\$ 41.90	\$ 41.90	\$ 41.90
Year 1	\$ 41.90	\$ 41.90	\$ 49.35	\$ 51.88
Year 2	\$ 41.90	\$ 48.63	\$ 52.81	\$ 55.68
Year 3	\$ 48.57	\$ 51.58	\$ 56.32	\$ 59.49
Year 4	\$ 51.30	\$ 54.57	\$ 59.80	\$ 63.30
Year 5	\$ 54.06	\$ 57.52	\$ 63.28	\$ 67.12
Year 6	\$ 56.79	\$ 60.51	\$ 66.78	\$ 70.93
Year 7	\$ 59.55	\$ 63.47	\$ 70.26	\$ 74.75
Year 8	\$ 62.30	\$ 66.42	\$ 73.75	\$ 78.54
Year 9	\$ 65.04	\$ 69.41	\$ 77.24	\$ 82.35
Year 10	\$ 67.78	\$ 72.36	\$ 80.74	\$ 86.18

Coordinators and Teachers hired after Aug 31, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 40.32	\$ 42.70	\$ 45.86	\$ 48.05
Year 1	\$ 43.06	\$ 45.64	\$ 49.35	\$ 51.88
Year 2	\$ 45.82	\$ 48.63	\$ 52.81	\$ 55.68
Year 3	\$ 48.57	\$ 51.58	\$ 56.32	\$ 59.49
Year 4	\$ 51.30	\$ 54.57	\$ 59.80	\$ 63.30
Year 5	\$ 54.06	\$ 57.52	\$ 63.28	\$ 67.12
Year 6	\$ 56.79	\$ 60.51	\$ 66.78	\$ 70.93
Year 7	\$ 59.55	\$ 63.47	\$ 70.26	\$ 74.75
Year 8	\$ 62.30	\$ 66.42	\$ 73.75	\$ 78.54
Year 9	\$ 65.04	\$ 69.41	\$ 77.24	\$ 82.35
Year 10	\$ 67.78	\$ 72.36	\$ 80.74	\$ 86.18

September 1, 2025

Coordinators hired prior to Sept 1, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 1	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 2	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 3	\$ 49.66	\$ 49.66	\$ 49.66	\$ 60.98
Year 4	\$ 49.66	\$ 49.66	\$ 61.30	\$ 64.88
Year 5	\$ 49.66	\$ 58.96	\$ 64.86	\$ 68.80
Year 6	\$ 49.66	\$ 62.02	\$ 68.45	\$ 72.70
Year 7	\$ 61.04	\$ 65.06	\$ 72.02	\$ 76.62
Year 8	\$ 63.86	\$ 68.08	\$ 75.59	\$ 80.50
Year 9	\$ 66.67	\$ 71.15	\$ 79.17	\$ 84.41
Year 10	\$ 69.47	\$ 74.17	\$ 82.76	\$ 88.33

Teachers hired prior to Sept 1, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 41.90	\$ 41.90	\$ 41.90	\$ 41.90
Year 1	\$ 41.90	\$ 41.90	\$ 50.58	\$ 53.18
Year 2	\$ 41.90	\$ 49.85	\$ 54.13	\$ 57.07
Year 3	\$ 49.78	\$ 52.87	\$ 57.73	\$ 60.98
Year 4	\$ 52.58	\$ 55.93	\$ 61.30	\$ 64.88
Year 5	\$ 55.41	\$ 58.96	\$ 64.86	\$ 68.80
Year 6	\$ 58.21	\$ 62.02	\$ 68.45	\$ 72.70
Year 7	\$ 61.04	\$ 65.06	\$ 72.02	\$ 76.62
Year 8	\$ 63.86	\$ 68.08	\$ 75.59	\$ 80.50
Year 9	\$ 66.67	\$ 71.15	\$ 79.17	\$ 84.41
Year 10	\$ 69.47	\$ 74.17	\$ 82.76	\$ 88.33

Coordinators and Teachers hired after Aug 31, 2019

	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 41.33	\$ 43.77	\$ 47.01	\$ 49.25
Year 1	\$ 44.14	\$ 46.78	\$ 50.58	\$ 53.18
Year 2	\$ 46.97	\$ 49.85	\$ 54.13	\$ 57.07
Year 3	\$ 49.78	\$ 52.87	\$ 57.73	\$ 60.98
Year 4	\$ 52.58	\$ 55.93	\$ 61.30	\$ 64.88
Year 5	\$ 55.41	\$ 58.96	\$ 64.86	\$ 68.80
Year 6	\$ 58.21	\$ 62.02	\$ 68.45	\$ 72.70
Year 7	\$ 61.04	\$ 65.06	\$ 72.02	\$ 76.62
Year 8	\$ 63.86	\$ 68.08	\$ 75.59	\$ 80.50
Year 9	\$ 66.67	\$ 71.15	\$ 79.17	\$ 84.41
Year 10	\$ 69.47	\$ 74.17	\$ 82.76	\$ 88.33

(ii) Hours worked and paid in accordance with 26.05 (a) (i), above, will count for teaching experience for placement and movement only on the above ADS grid in accordance with articles 6.02. 6.03 and 6.06.

(b) The salaries and wage rates for teachers teaching in Adult and Continuing Education, other than those hours captured by 26.05 (a) above, shall be as follows:

Effective	Sept. 1, 2022	Sept. 1, 2023	Sept. 1, 2024	Sept. 1, 2025
Summer School Coordinator	\$9,423	\$9,706	\$9,973	\$10,222
Site Coordinator (per hour)	\$55.22	\$56.88	\$58.44	\$59.90
Teacher (per hour)	\$46.60	\$48.00	\$49.32	\$50.55

Board Sponsored Correspondence Course Teachers (including marking for the SAL program):

Grade 9 and 10 (per lesson marked)	\$14.15	\$14.57	\$14.97	\$15.34
Grade 11 and 12 (per lesson marked)	\$17.37	\$17.89	\$18.38	\$18.84

For hours logged and approved by the Site Coordinator, setting an exam to a maximum of two hours and marking that exam to a maximum of one hour per student:

Grades 9 – 12 exam rate (per hour)	\$46.60	\$48.00	\$49.32	\$50.55
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Home and Hospital Study (per hour)	\$33.12	\$34.11	\$35.05	\$35.93
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(i) Hours worked under this schedule do not count for any grid placement or movement under this article.

- (c) In the event that the Administration or Site Coordinator changes the time sheet after submission by a teacher, a copy of the changed sheet will be given to the teacher by the person who made the change.

26.06 Seniority

- (a) Seniority for teachers, accrued prior to September 1, 2020, shall be grandparented according to the 2019/2020 Seniority List. Seniority for service from September 1, 2020 shall be the length of continuous service as a teacher for Adult and Continuing Education with the Board from the first day worked after being hired. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

A seniority list for Adult and Continuing Education (excluding Summer School Teachers) and a seniority list for Summer School Teachers shall be compiled annually by the Board. The lists will contain each teacher who is currently employed in Adult and Continuing Education in the past three years. Teachers who are terminated or have reduced work will be placed on a recall list and shall be given first right of refusal, in order of seniority, to any vacancies or new work for which they are qualified for a period of three (3) years. The tentative list and the corrected list shall be posted in the elementary and secondary schools. Teachers shall have 30 days following the posting of the tentative list in which to point out to the Director or designate any errors or omissions after which time the list shall be deemed accurate and correct in all respects. The corrected list shall be posted by March 1 and effective as of March 1 for the next 12 months.

- (b) Teachers shall be added to the appropriate seniority list based on their first day of work in any Adult and Continuing Education capacity. In order to apply Article 26.06(d) or Article 26.06(e), ties shall be broken by lot drawn by the Director or designate in the presence of a Bargaining Unit representative.
- (c) An incumbent teacher will keep that teacher's Adult and Continuing Education teaching assignment from year to year, if that specific assignment remains available, provided that the incumbent possesses the Ministry requirements for qualification and certification for the specified teacher assignment. All current rights and entitlements of incumbents at the signing of this agreement shall be grandparented. A vacancy is defined to be a position in Adult and Continuing Education which has no incumbent or for which the incumbent has indicated in writing that the incumbent no longer wishes to continue with that assignment.

In the case of summer school, incumbents must complete the Expression of Interest to Teach Summer School Form to confirm their wishes to continue as the incumbent, should the assignment exist. Failure to complete the Expression of Interest Summer School Form will be deemed confirmation that the employee is no longer interested in an incumbent position.

- (d) Except for the positions of Summer School Coordinators and Site Coordinators, should a vacancy exist, the vacancy will be offered to teachers subject to Ministry requirements for qualifications or certification according to the following order of priority:
 - (1) Teachers or former teachers who have been terminated from teaching in or have a reduced assignment in Adult and Continuing Education in the past five years due to loss of program; and then
 - (2) Teachers who were declared redundant and have right of recall under Article 17.06; and then
 - (3) In order of Adult and Continuing Education seniority, teachers who are on the Adult and Continuing Education seniority list and have completed the Work Preference Survey Form or, in the case of Summer School vacancies, teachers

who are on the Summer School seniority list and have completed the Expression of Interest to Teach Summer School Form; and then

- (4) In the case of summer school only, teachers who have completed the Expression of Interest to Teach Summer School Form and who are not on the Adult and Continuing Education or Summer School seniority lists.
- (e) In the event that the number of Adult and Continuing Education teachers at one site must be reduced due to reduction in program, it is the intent of the Board to terminate the employment of the most junior Adult and Continuing Education teachers provided that in all cases the teachers remaining in the system are qualified and capable of teaching the subjects of the program. To accomplish this, the following process will be followed:

The Director or designate will transfer, in order of seniority, teachers with reduced work at each worksite, where program reductions necessitate a reduction in the number of Adult and Continuing Education teachers at that worksite, to a position held by a more junior Adult and Continuing Education teacher for which the more senior teacher is qualified. Failure of a teacher to accept reassignment will relieve the Board of any further obligation to place the teacher. Such notice of transfer shall be made no later than two weeks prior to the effective date of the reduction in program.

Teachers must notify the Board and Bargaining Unit President via email no later than March 1 of each year that they wish to remain on the recall list. Failure on the part of the teacher to take this action will relieve the Board from any further obligation to recall the teacher.

26.07 Adult and Continuing Education teachers who are subsequently hired as probationary teachers in the regular day school program shall be credited with their continuous Adult and Continuing Education seniority as seniority described in Article 17.01. "Continuous service" shall mean teaching or marking to any degree within one school year. The seniority credited shall be that described in Article 26.06 (b) above with a maximum credit of one year for each 12 month period September 1 to August 31 following. This clause shall not in any way alter the probationary period applied to a teacher employed in the regular day school program.

26.08 Filling of Vacancies and Posting

By September 30, the Board will provide all Adult and Continuing Education teachers with a Work Preference Survey Form on which the teachers will identify the type of additional work, with the exception of summer school, in Adult and Continuing Education that they wish to have should vacancies occur in those areas. By April 1, the Board will provide an Expression of Interest to Teach Summer School Form on which teachers will identify their interest in teaching summer school. A copy of the Expression of Interest will be sent to the Bargaining Unit prior to offers being made for summer school vacancies. By March 1, the Board will produce a composite list that shows each Adult and Continuing Education and Summer School teacher's seniority, requests for additional work, and qualifications. Adult and Continuing Education Teachers may revise their forms during the school year. As vacancies occur, Administration or a Site Coordinator will offer the vacancies without posting in accordance with Article 26.06 (d). Only vacancies which are not filled by this process will be posted.

Notwithstanding the above, all vacancies for Summer School Coordinator and Site Coordinator shall be posted. All vacancies will be posted on the Board's chosen electronic platform only. All interested teachers shall make written application for the vacancy in accordance with the posting instructions.

26.09 Summer School Protocol

- (a) Once summer school vacancies without incumbents, as defined in Article 26.06(c), become known, and Article 26.06(d)(1) and (2) have been applied, the vacancies shall be offered as soon as reasonably possible to teachers who have completed the

Expression of Interest to Teach Summer School Form, in order of priority according to Article 26.06(d)(3) and (4) . Such offers shall be made via email to teachers. The teacher will have three (3) school days to respond.

After 4:00 PM on the Thursday preceding the first day of summer school classes, remaining vacancies shall be offered to teachers who have completed the Expression of Interest to Teach Summer School Form in order of priority according to Article 26.06(d)(3) and (4). If at any step of the priority sequence a teacher cannot be reached, the offer can be made to the next teacher in sequence, and so on, until the vacancy is filled.

Administration shall keep a log of all job offers made using the above protocol and this will be made available to the Bargaining Unit upon request.

- (b) Summer school teachers who are paid per hour will be paid at the Teacher rate in Article 26.05(b).

26.10 Pension Reporting

For full-time year-long Site Coordinator teachers, the Board shall report to OTPP up to seven (7) hours as the length of the work day and 232 days as the length of the work year.

26.11 Federation Leave

- (a) At the written request of OSSTF and/or the Bargaining Unit, the Board shall grant release time for Bargaining Unit purposes without loss of pay. Any costs associated with such release time will be paid for by the Bargaining Unit.
- (b) On the written request of OSSTF and/or Bargaining Unit, the Board shall hire an Adult Education Teacher, on a daily basis only, for Bargaining Unit purposes. Any costs associated with such a hire will be paid for by the Bargaining Unit.
- (c) One Bargaining Unit representative will be granted release time to participate in negotiations with the costs of this release time to be shared equally between the Board and the Bargaining Unit.

ARTICLE 27 - FEDERATION RELEASE TIME

27.01 (a) **Bargaining Unit Representatives**

Upon the written request of the Bargaining Unit President, Bargaining Unit representatives shall be given release time for Bargaining Unit or Provincial Federation purposes. Such release time shall be without loss of salary or benefits. Such release time shall not normally exceed two (2) days at any one time. The actual time(s) of release time(s) shall be mutually agreed upon by the President and the Director or designate. In the event that an occasional teacher is used to cover release time described above, the cost of the occasional teacher shall be paid by the Bargaining Unit.

In addition to the above, Bargaining Unit representatives will be granted release time to participate in negotiations; such release time to be without loss of pay or benefits. When occasional teachers are used to cover the absence of these teachers, the occasional teacher costs will be shared equally between the Board and the Bargaining Unit.

(b) **Long Term Federation Release Time**

The Board agrees that release time will be granted to Bargaining Unit representatives for up to the equivalent of two full-time teachers. Such representatives, appointed by the Bargaining Unit, shall be released from teaching duties in order to undertake appointed responsibilities. The status of such representative(s) shall continue to be that of a permanent teacher with the Board, retaining all applicable rights and

privileges thereto. The Bargaining Unit shall notify the Board of the names of such representative(s) for the following school year prior to May 15.

The Bargaining Unit shall reimburse the Board for the total costs of the salary, benefits and allowances of the lowest paid teacher(s) on the grid for the full-time equivalent of the total release time. In the event that any further allowance is paid to the representative(s) on the written request of the Bargaining Unit, the Bargaining Unit shall reimburse the Board for 100% of such allowance. The salary and benefits for such Bargaining Unit representative(s) shall be updated as required and as they would apply had the teacher(s) continued to be assigned their full duties in their school. Annually, the Board will send a bill to the Treasurer of the Bargaining Unit for the amount owing and the bill shall be paid in equal monthly instalments on the same basis as the dues remittance specified in Article 11.03. It is understood that the payment of salary and benefits as required by the Collective Agreement as applying to the Bargaining Unit representative(s) as well as any additional allowance(s) shall govern the amounts reported for Teachers' Pension Plan purposes and other benefits.

Subject to Article 17, at the conclusion of a Bargaining Unit appointment(s), teacher(s) on Long Term Federation Release Time will be returned to the same school in which they were most recently employed and to the previously held position(s) if the position(s) still exist.

Teachers on Long Term Federation Release Time who access any paid and/or statutory leave as provided for in the Collective Agreement and/or in legislation shall be replaced by a teacher identified by the Bargaining Unit. Such replacement shall be at the cost of the Bargaining Unit.

- (c) Upon the written request of provincial OSSTF, Bargaining Unit representatives shall be given release time for Bargaining Unit purposes, subject to the availability of replacement staff if required. Such release time shall be without loss of salary or benefits. Such release time shall not normally exceed two (2) days at any one time. OSSTF Provincial shall reimburse the Board for the total replacement costs of the salary, benefits and allowances of the teacher being released.
- (d) Teachers elected to office at provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted long term Federation Release in addition to the positions described in paragraph (b) above. The term of release shall coincide with the term of office, up to two (2) years per occasion. Subject to Article 9 and 17, at the conclusion of the term, teachers will be returned to the same school in which they were most recently employed and to the previously held Position(s) of Responsibilities if the Position(s) of Responsibilities still exist.

Teachers hired as staff to provincial OSSTF shall be granted long term Federation Release in addition to the positions described in paragraph (b) above. The term of release shall be up to two (2) years and coincide with the term of employment at provincial OSSTF. Subject to Article 9 and Article 17, at the conclusion of the term, teachers will be returned to the same school in which they were most recently employed and to the previously held Position(s) of Responsibilities if the Position(s) of Responsibilities still exist.

Teachers on leave in (d) above shall be eligible to continue participation in the teacher benefits in which the teacher was enrolled prior to taking the leave, provided such benefit is available as per the benefit plan and provided that the teacher contributes one hundred percent (100%) of the premium cost.

For either of the leaves in (d) above, the teacher on leave may be replaced with an occasional teacher.

ARTICLE 28 - DISCRIMINATION

28.01 No teacher or occasional teacher shall be discriminated against on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex or gender, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, religion, union membership or activity, or political affiliation or activity. Where such items appear in the *Ontario Human Rights Code*, their definitions shall be as defined in the Code.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01 The Board and the Bargaining Unit agree that any person who is in charge of an organizational unit of a school shall not be deemed to exercise managerial functions for purposes of the *Occupational Health and Safety Act* and shall be permitted to be the representative of the members on any committee established pursuant to this Act and its Regulations.

29.02 The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out its duties and obligations under the *Occupational Health and Safety Act*, its accompanying Regulations and according to the Avon Maitland School Board Joint Health and Safety Committee Terms of Reference as minimum acceptable standards.

29.03 The Board shall ensure that a copy of the *Occupational Health and Safety Act* and its accompanying relevant Regulations shall be accessible to each teacher in each workplace.

29.04 A teacher who is engaged in a site inspection shall be released from regular duties. When a teacher participates in a Health and Safety inspection as a member of the site inspection team, the teacher will be granted credit for one on-call for each site inspection completed.

ARTICLE 30 - PROBATIONARY PERIOD

30.01 A newly hired teacher shall serve a probationary period of one year.

ARTICLE 31 - TERMINATION OF EMPLOYMENT

31.01 The Board and a teacher shall provide written notice by November 30 of the intention to terminate employment effective either December 31 or January 31 and by May 31 of the intention to terminate employment effective either June 30 or August 31.

31.02 Nothing herein prevents a teacher and the Board from mutually agreeing in writing to the teacher's resignation at any time.

31.03 The Board will pay the following amount to each teacher who provides written notice by February 15 of the intention to terminate employment effective either June 30 or August 31: \$170.

ARTICLE 32 - TRANSFER

32.01 Wherever possible transfers, other than those required by surplus procedures in the Collective Agreement, shall be by mutual agreement of the teacher and the Board. In the event that the Board proposes a transfer, the Board administration shall meet with the teacher to discuss the reasons for the proposal and to consider the concerns that the

teacher may have about the proposed transfer. The teacher shall be informed in writing of the Board's decision, including the reasons for the decision.

ARTICLE 33 - PERSONNEL FILES

- 33.01 The only recognized personnel file of a teacher or occasional teacher shall be maintained in the Human Resource Services Department of the Board.
- 33.02 A teacher or occasional teacher shall receive a copy of any documents concerning the teacher's or occasional teacher's conduct or competence which are placed in the teacher's or occasional teacher's personnel file.
- 33.03 Following the written request from a teacher or occasional teacher for an appointment, the Board will make available for inspection, during normal business hours, all information in its file pertaining to the teacher or occasional teacher at the time of the request. The teacher or occasional teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher or occasional teacher. The cost of the copies may be billed to the teacher or occasional teacher.
- 33.04 Where a teacher or occasional teacher authorizes, in writing, access to the teacher's or occasional teacher's personnel file by another person acting on the teacher's or occasional teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested. The cost of the copies may be billed to the teacher or occasional teacher.
- 33.05 A teacher or occasional teacher may dispute, in writing, the accuracy or completeness of information in the teacher's or occasional teacher's personnel file. Where this occurs, the Director of Education or designate shall respond to the teacher or occasional teacher to confirm or amend the information and shall notify the teacher or occasional teacher in writing of the decision, including reasons for that decision, where such a written response is requested by the teacher or occasional teacher. A teacher or occasional teacher may append notices of corrections or inaccuracies to documents within the file which, in the teacher's or occasional teacher's view, possess errors or inaccuracies.
- 33.06 (a) Every effort will be made to negotiate a date for the removal of any document of a disciplinary nature from the teacher's or occasional teacher's file prior to the placement of the document in the teacher's or occasional teacher's file. When a removal date cannot be agreed upon and subject to Article 33.06 (b), where twenty-four (24) months have elapsed since the placement of a disciplinary document in the teacher's or occasional teacher's file, the teacher or occasional teacher may request the disciplinary document be reviewed. Such documentation shall be removed from the teacher's or occasional teacher's file provided that no additional related disciplinary documentation has been added to the teacher's or occasional teacher's file during the intervening period and in the case of an occasional teacher the Occasional Teacher has worked a minimum of 60 days.
- (b) Disciplinary documentation referring to matters resulting in a suspension or related to harassment or violence shall remain on file for thirty-six (36) months.
- (c) Notwithstanding the preceding paragraph, where the Board considers it necessary to retain such documents for the legal protection of the Board and/or the teacher or occasional teacher, such documents may remain in the teacher's or occasional teacher's file at the discretion of the Board.
- 33.07 Where two (2) years have elapsed since the placement of a non-disciplinary letter of expectation in a teacher's or occasional teacher's file, the teacher or occasional teacher may request that the letter be reviewed. The letter shall be removed from the file provided that no additional related documentation has been added to the teacher's or occasional teacher's file during the intervening period.

ARTICLE 34 - ACTING ADMINISTRATIVE POSITIONS - TERMS AND CONDITIONS

34.01 Teacher-In-Charge

- (a) A Teacher-In-Charge may be assigned for a minimum of one-half school day by the Principal in a secondary school where the Principal and Vice-Principal(s) are absent from the school. A teacher shall have the right to refuse such assignment.
- (b) The allowance for time spent as Teacher-In-Charge shall be paid per day, prorated as necessary, according to the following:

Effective September 1, 2021

\$41.62

Payment will only be approved in cases where the teacher is required to act as Teacher-In-Charge for at least one-half of the school day.

- (c) While a teacher is performing the duties of a Teacher-In-Charge, an occasional teacher will be hired to perform the normal teacher responsibilities of that teacher.
- (d) A teacher acting as Teacher-In-Charge shall not be required to discipline or evaluate other teachers.
- (e) When all administrators are off site, where possible, the Board shall ensure that there will be two teachers acting as Teacher-In-Charge, with a minimum of one occasional teacher hired.

34.02 Acting Vice-Principal and Acting Principal

- (a) A teacher appointed to replace a Principal or Vice-Principal on a temporary basis for twenty (20) or more consecutive school days shall be deemed to be an Acting Vice Principal or Acting Principal and shall be on leave from the Bargaining Unit. For the purposes of this provision and in accordance with s.277.1 of the *Education Act* and s.1 of the *Teaching Profession Act*, on leave shall mean that, for the duration of the assignment, the Acting Vice Principal or Acting Principal is not a teacher for the purposes of membership in the Bargaining Unit, OSSTF or the Ontario Teachers' Federation. The conditions in the Collective Agreement shall not cover an Acting Vice Principal or Principal nor shall the teacher pay union dues. However, the teacher shall continue to be required to participate in the OSSTF Long Term Disability Insurance Plan for the duration of the acting appointment and shall continue to accrue seniority.
- (b) During the teacher's leave from the Bargaining Unit, the teacher shall be replaced by an Occasional Teacher. Should the teacher hold a position of responsibility, the vacancy shall be filled on an acting basis for the duration of the leave in accordance with Article 9.02.
- (c) Subject to Article 17, at the conclusion of the appointment as an Acting Vice Principal or Principal, the teacher shall be entitled to return to the same school in which the teacher was most recently employed and to the previously held position if the position still exists or to a comparable position provided that the teacher's appointment does not exceed 193 school days or two (2) appointments as an Acting Vice Principal or Vice Principal within three (3) years.
- (d) A teacher shall have the right to refuse an appointment to an Acting Vice-Principal or Principal position.
- (e) Teachers in the position of Acting Vice Principal or Principal shall not be responsible for evaluations or for discipline of other teachers.

ARTICLE 35 - LIEU TIME

35.01 When a teacher is requested to work outside of the school year, lieu time during the school year equal to the number of days worked outside of the school year shall be granted at the teacher's request. If coverage is required, an occasional teacher will be employed. The teacher's consent must be obtained before working during a vacation period.

ARTICLE 36 - DISTANCE EDUCATION

- 36.01 (a) Secondary school credits shall not be delivered by means of "Distance Education" without the knowledge of the Bargaining Unit.
- (b) Secondary school students under 21 years of age taking credit courses through Distance Education shall be assigned to classes, which will comprise one or more of the six classes assigned to a teacher.
- (c) All Distance Education courses will be scheduled during the regular school day, unless otherwise agreed to by the Board and the teacher assigned. The Board shall inform the President of the Bargaining Unit within three (3) working days of such an agreement.
- (d) Teachers teaching Distance Education courses shall report to school board personnel only and shall be evaluated only by the principal or vice-principal of the teacher's school and/or supervisory officers employed by the Board.
- (e) Teachers assigned to teach Distance Education courses shall be subject to the workload provisions set out in Article 25 of this Collective Agreement with the addition of the following:
- (i) If the normal daily schedule of the teacher's assigned school is altered such that periods are cancelled for any reason, reassignment of duties shall not be assigned during the distance education assigned teacher period(s).
 - (ii) Additional professional assignments (APAs) shall not normally be assigned during the distance education assigned teaching period(s).
 - (iii) The principal shall endeavour to assign Distance Education periods adjacent to unassigned time (preparation and marking periods).
- (f) Teachers employed to develop on-line credit courses beyond their regular teaching duties shall be paid the following amounts per course at minimum:
- | | |
|-----------------------------|--------|
| Effective September 1, 2021 | \$4901 |
|-----------------------------|--------|
- (g) All teachers will be provided with a work location at a secondary school or other work site of the Board.

36.02 Positions of Responsibility for Distance Education

- (a) All Distance Education sections will be attached to Departments as identified in Article 9.01 of the Collective Agreement which currently exist in the schools and will be used to generate Positions of Responsibility as below:
- (i) Where there is one teacher teaching a section or sections of Distance Education who currently has a Position of Responsibility, the teacher will be offered the opportunity to assume responsibility for those sections of Distance Education in their subject area. Where there are two or more teachers of Distance Education in the same subject area with a Position of Responsibility, each teacher will be offered the opportunity to assume responsibility for those sections in Distance Education in their subject area. All such teachers who indicate an interest in assuming responsibility for those sections will be interviewed and the successful candidate will be given responsibility for the Distance Education sections.

- (ii) Where there are sections of Distance Education in a subject area where no teacher of Distance Education has a Position of Responsibility, the sections will be offered to a teacher of Distance Education with a Position of Responsibility who has subject qualifications in that area. Where there are two or more teachers of Distance Education with a Position of Responsibility who have subject qualifications in that area, each teacher will be offered the opportunity to assume responsibility for those sections in Distance Education in that subject area. All such teachers who indicate an interest in assuming responsibility for those sections will be interviewed and the successful candidate will be given responsibility for the Distance Education sections.
- (iii) **(Suspended for the duration of the Letter of Understanding in Appendix I)** If no Distance Education teacher with a Position of Responsibility wishes to assume responsibility for the sections of Distance Education, those sections will be added to the Department in the school of the teacher of those sections.
- (iv) When a teacher assumes responsibility for the Distance Education sections as outlined above, those sections will be added to the total number of sections in their Department in the school. The total sections will be added together to generate the appropriate Position of Responsibility(ies) and allowances as outlined in Article 9.
- (v) Notwithstanding the above process, there will a Position of Responsibility for On-line Co-operative Education and Guidance and Career Education, as per Article 9.

36.03 In the event that there are changes initiated by the Board or the Ministry of Education by which Distance Education operates, which affect the salary and working conditions of teachers, the parties will meet to discuss the changes and attempt to agree on a method of modifying the Collective Agreement by mutual consent.

ARTICLE 37 - TEACHER PERFORMANCE APPRAISAL

- 37.01 Performance Appraisals of all teachers shall be conducted in accordance with the *Education Act* and its regulations as amended from time to time and may be grieved only as set out in 37.04 below.
- 37.02 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.
- 37.03 Members in Positions of Responsibility shall not conduct teacher performance appraisals, but this shall not preclude members in Positions of Responsibility from participating in programs of assistance.
- 37.04 A performance appraisal may be the subject of a grievance where:
- (a) the conduct of the Performance Appraisal has not been reasonably followed in accordance with the Board's Standard Operating Procedures, or
 - (b) as a result of the appraisal of the teacher, the teacher is placed "on review", and
 - (c) where such a grievance is filed as a result of (a) and/or (b) above, the entire evaluation process may be challenged notwithstanding the time limits in Article 16.
- 37.05 When a teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall, with the permission of the teacher, notify the Bargaining Unit President within (3) working days of the teacher receiving the report.
- 37.06 A teacher who receives a supervisory visit in the implementation of the Board's Teacher Performance Appraisal process shall receive a written evaluation report within twenty (20) school days of the visit by the in-school personnel or Supervisory Officer. A minimum of one period shall be considered as one supervisory visit for the preparation of one formal report. A teacher shall receive forty-eight (48) hours notice of any supervisory visit.

A teacher who receives an evaluation report shall have two (2) school days to examine and attach comments, if desired, before signing the report. Signing the report shall indicate having received the report only and shall not indicate agreement with the report.

37.07 Performance Appraisal shall not include consideration of a teacher's involvement in extra-curricular programs or other voluntary activities.

37.08 Teacher Performance Appraisals shall be based on the teacher's area of specialization where possible. Upon the request of the teacher, and with agreement of the Principal, a teacher may be appraised outside their area of specialization.

ARTICLE 38 - CRIMINAL BACKGROUND CHECK

38.01 (a) The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 of the *Education Act* or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.

(b) Access to such records and information shall be strictly limited to the Superintendent of Education (Human Resource Services) and those persons named by the Director of Education. The Superintendent of Education (Human Resource Services) shall advise the Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.

(c) The Board shall not release any information about a teacher or occasional teacher obtained pursuant to Regulation 521/2001 of the *Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 39 - INCLEMENT WEATHER

39.01 Where a teacher is unable to reach the teacher's school because of weather conditions that are severe enough to make it impossible for the teacher to be present or if the teacher's school is closed, there will be no loss of pay, benefits or sick leave credits. It will be the teacher's responsibility to notify the principal or designate of the situation as soon as possible.

No teacher shall be required to report to a school which is not the teacher's school.

ARTICLE 40 - ATTENDANCE MANAGEMENT/SUPPORT

40.01 The board shall consult with the Bargaining Unit prior to the development and implementation of policies addressing attendance management/support issues.

40.02 A teacher shall have the right to OSSTF representation at any meeting which is part of an Attendance Management/Support system provided the teacher is agreeable to have the bargaining unit present. If the teacher is not agreeable to have the bargaining unit present, the teacher shall provide a written waiver, confirming same, to the bargaining unit. Should union representation be requested, every reasonable effort will be made to schedule such meeting within seven (7) days.

ARTICLE 41 – OCCASIONAL TEACHERS

41.01 This Article and the following listed articles of the collective agreement shall be the only provisions of the local collective agreement which apply to occasional teachers.

PART B: ARTICLE 1 – DEFINITIONS

PART B: ARTICLE 2 – PURPOSE AND SCOPE

PART B: ARTICLE 3 – TERM OF THE COLLECTIVE AGREEMENT
PART B: ARTICLE 5 – RECOGNITION
PART B: ARTICLE 11 – FEDERATION FEES AND BARGAINING UNIT LEVY
PART B: ARTICLE 15 – LIAISON COMMITTEE
PART B: ARTICLE 16 – GRIEVANCE PROCEDURE
PART B: ARTICLE 28 – DISCRIMINATION
PART B: ARTICLE 33 – PERSONNEL FILES
PART B: ARTICLE 38 – CRIMINAL BACKGROUND CHECK

41.02 MANAGEMENT RIGHTS

- (a) Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject to the other terms, provisions and conditions contained in this Collective Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration. All rights shall remain exclusively with the Board, except as specifically limited by the provisions of this Agreement.
- (b) Without restricting the generality of the foregoing, the Board's rights shall include:
 - (1) the right to hire, assign and direct all Occasional Teachers and to determine requirements for Occasional Teachers;
 - (2) the right to discipline, suspend and discharge for just cause any non-probationary Occasional Teacher;
 - (3) the right to discipline, suspend and discharge any Probationary Occasional Teacher for disciplinary reasons, lack of competence, or for failure to meet required teaching standards; and
 - (4) the right to make and alter policies, regulations and procedures to be observed by Occasional Teachers that are not inconsistent with provisions set out herein and which are in compliance with the prevailing statutes and regulations.

41.03 OSSTF RIGHTS

- (a) No Occasional Teacher shall be disciplined, suspended or discharged without just cause.
- (b) The Board shall provide to the Bargaining Unit bulletin board space in each secondary school for the posting of notices which may be of interest to Occasional Teachers.
- (c) The Bargaining Unit shall notify the Board in writing of the names of its representatives as follows: Officers, Bargaining Committee Members, Grievance Committee Members.
- (d) The Board agrees to consult with the Bargaining Unit regarding the development of an evaluation process for Occasional Teachers.
- (e) The OSSTF and/or Bargaining Unit shall be allowed to carry out OSSTF business on the Board's premises outside of the regular school day providing it does not interrupt the instructional program. Such meeting space shall be free of charge. No Occasional Teacher shall leave their assigned duty to attend to OSSTF business without the consent of the Director of Education or designate.
- (f) 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 as minimum acceptable standards.

The Board shall ensure that a copy of the *Occupational Health and Safety Act* and its accompanying relevant Regulations shall be accessible to each Occasional Teacher in each workplace.

41.04 FEDERATION LEAVE

- (a) At the written request of OSSTF and/or the Bargaining Unit, the Board shall grant release time for Bargaining Unit purposes without loss of pay. Any costs associated with such release time will be paid for by the Bargaining Unit. Such release time shall only be granted where the school in which the Occasional Teacher was scheduled to work is able to find a suitable replacement.
- (b) On the written request of OSSTF and/or Bargaining Unit, the Board shall hire an Occasional Teacher, on a daily basis only, for Bargaining Unit purposes. Any costs associated with such a hire will be paid for by the Bargaining Unit.
- (c) One Bargaining Unit representative will be granted release time to participate in negotiations with the costs of this release time to be shared equally between the Board and the Bargaining Unit.

41.05 LEAVES OF ABSENCE

(a) **Voluntary Unpaid Leaves of Absence**

Upon written request to the Director of Education or designate by an Occasional Teacher, the Board agrees to approve a voluntary unpaid leave of absence for an Occasional Teacher. Such leave may be for a period up to and including one (1) school year. Consideration will be given to requests for leave beyond the period identified above in exceptional circumstances, at the discretion of the Director of Education or designate. The Occasional Teacher's name will be re-activated on the Occasional Teacher Roster at the end of the leave unless the Occasional Teacher requests otherwise.

(b) **Sick Leave**

Sick leave is provided as in Section C9.00 of Part A: Central Terms.

A Long Term Occasional Teacher who cannot attend to duties due to illness shall be granted sick leave with pay to the extent of the Occasional Teacher's accumulated sick leave days.

Accumulated sick days will be carried forward to subsequent long term assignments in the same school year. In matters of dispute, the onus of proof relative to absence due to illness rests with the Occasional Teacher.

(c) **Bereavement Leave**

For Long Term Occasional Teachers, the following will apply:

- (1) Absence of up to five (5) days per occasion without loss of pay shall be granted and shall not be chargeable against sick leave credits where absence is required through death in the immediate family. Immediate family shall mean the Occasional Teacher's spouse/partner and the parents/former guardians, sibling/sibling-in-law, child, step-child, foster child, grandparents, grandchildren, step-sibling of the Occasional Teacher or the Occasional Teacher's spouse/partner. Notwithstanding the foregoing, one (1) of the five (5) days may be observed at a later time for an interment or memorial service.

Notwithstanding the foregoing, one (1) of the five (5) days may be observed at a later time for an interment or memorial service.

- (2) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the Occasional Teacher plays an active part as pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay and shall not be chargeable against sick leave credits

(d) **Jury Duty/Quarantine**

A Long Term Occasional Teacher shall be eligible for leave without loss of pay, benefits or sick leave if called for jury duty or under quarantine. Such leave shall not be considered an interruption in service for the calculation of the length of the assignment. Service fees as are received by the Occasional Teacher for jury or witness duty shall be remitted to the Board by the Occasional Teacher.

(e) **Parenthood Leave**

Pregnancy and parental leave shall be granted and governed in accordance with the provisions of the *Employment Standards Act*.

- (1) The Board shall provide for long term Occasional Teachers who access such leaves, including teachers living in Quebec and eligible for benefits under the QTIP, a SEB plan to top up their E.I. Benefits. The Occasional 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.
- (2) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (3) Occasional Teachers 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.
- (4) Occasional Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (5) The Occasional 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.
- (6) Occasional Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Board for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (7) 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.
- (8) Occasional 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.
- (9) If an Occasional Teacher begins pregnancy leave while on an approved leave from the Board, the above maternity benefits provisions apply.
- (10) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (11) 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.
- (12) (i) For all pregnancy leaves the Board shall pay the Occasional Teacher one (1) weeks of regular pay during the one (1) week waiting period prior to the receipt of Employment Insurance payments. Such payment shall be made as soon as possible after the Occasional Teacher submits proof of the Employment

Insurance amount that the Occasional Teacher is eligible for and proof that the first Employment Insurance payment has been made.

- (ii) For an Occasional Teacher on statutory pregnancy leave where there is not a one (1) week waiting period prior to the receipt of Employment Insurance payments the Occasional Teacher will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the first week of leave. Such payments shall be made as soon as possible after the Occasional Teacher submits proof of the Employment Insurance amount that the Occasional Teacher is eligible for and proof that the first Employment Insurance payment has been made. The top-up payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.
- (iii) For pregnancy leaves, the Board shall pay a "top-up" payment following the waiting period or, when the waiting period occurs before the birth of the child, immediately following the birth of the child. Such payment which when added to the Employment Insurance benefits shall be equal to 100% of the teacher's regular pay for the next seven (7) weeks of the leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.

No sick leave credits shall be deducted as a result of payments above.

- (iv) For teachers on statutory pregnancy leave who continue on a statutory parental leave, following the 52nd consecutive week of the combined leaves, the Board will pay the equivalent of one (1) week of the member's Employment Insurance amount at the standard parental leave Employment Insurance benefit rate.

Such payment shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the Employment Insurance payment has been made for the 51st week.

(f) **Inclement Weather**

Where a Long Term Occasional Teacher is unable to reach the school because of weather conditions that are severe enough to make it impossible to reach the school or if the school is closed, there will be no loss of pay. It will be the Long Term Occasional Teacher's responsibility to notify the Principal or designate of the situation as soon as possible.

41.06 **PROFESSIONAL ACTIVITY DAYS**

- (a) The Board shall provide information to the Bargaining Unit President about the district-wide professional activities provided by the Board. The Bargaining Unit shall be provided the opportunity to have representation on the District-wide Staff Development Committee.
- (b) Participation in Professional Activity Days not attached to the beginning or the end of the school year shall be mandatory for Long Term Occasional Teachers when they occur during their assignments. Non-participation on such days not covered by Article 41.05 will be considered as an interruption in service for the calculation of the length of the assignment, and shall not be paid.

Should a short-term assignment become a long-term assignment, non-participation by the short-term Occasional Teacher shall not constitute an interruption of the long-term assignment and the days prior to the Professional Activity Day shall be included in the calculation of the long-term assignment and shall be paid accordingly.

- (c) Participation in Professional Activity Days is provided as in Section C12.00 of Part A: Central Terms.
- (d) An Occasional Teacher not on a Long Term teaching assignment may attend, on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Requests to attend shall be in writing to the Director of Education or designate at least fifteen (15) teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.
- (e) The Bargaining Unit and the Board will work together to co-plan a voluntary, unpaid PD session once each year for Occasional Teachers. Costs, excluding mileage, shall be borne by the Board.
- (f) All Occasional Teachers shall be paid, by January 15, up to one (1) day's pay to complete health and safety training, deemed by the Board as mandatory, provided the occasional teacher has worked twenty (20) days by December 1. If the occasional teacher reaches the twenty (20) days worked after December 1, payment will be made by June 30. Training must be completed by the second Friday of the school year in September. Should training not be completed by this timeframe, the Occasional Teacher will be required to complete the training without pay and will be temporarily suspended from the Occasional Teacher Roster until the mandatory training has been completed.

Upon returning from an approved Leave of Absence, the occasional teacher shall have thirty (30) days to complete the health and safety training deemed mandatory by the board. Provided the occasional teacher has worked the minimum number of days prorated as per Article 41.07(f) of the collective agreement and completed the training in the above mentioned time frame, the occasional teacher shall be paid up to one (1) day's pay at the daily occasional rate. This payment will be received on the last pay of the school year.

41.07 OCCASIONAL TEACHER ROSTER

- (a) To be eligible for inclusion on the Occasional Teacher Roster, and in order to accept assignments as an Occasional Teacher for the Board, an Occasional Teacher must be in good standing with the Ontario College of Teachers. Before receiving an assignment with the Board, an Occasional Teacher shall be added to the Occasional Teacher Roster.
- (b) The Board will maintain the Occasional Teacher Roster for its secondary schools and will have the sole discretion to add names to the Roster to a maximum of forty (40) percent of FTE Secondary School Teachers. If the Superintendent of Human Resource Services or designate determines that the number of Occasional Teachers available does not meet the needs of the system, additional Occasional Teachers may be added to the Roster to a maximum of four (4) further percent beyond the forty (40) percent cap, following consultation with the President of the Occasional Teacher Bargaining Unit.
- (c) The Roster shall provide the following information for each Occasional Teacher: name, telephone number, address, qualifications.
- (d) Occasional Teachers shall notify the Human Resource Services Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- (e) The Occasional Teacher Roster shall be available via the electronic call out system prior to the end of the first week of the school year in September. A copy of the Roster will be forwarded to the Bargaining Unit President simultaneously. A revised Roster will be provided to the Bargaining Unit President at the end of each month in which the Roster is

revised. The revised Roster shall indicate the date of addition for each new Occasional Teacher.

- (f) The Board agrees to review the composition of the Occasional Teacher Roster annually to ensure that it contains only the names of those Occasional Teachers actively seeking assignments. An Occasional Teacher who has not worked a minimum of twenty (20) days over the course of the school year may be removed from the Occasional Teacher Roster. The names of the Occasional Teachers who do not respond to the Board's annual review of the Roster may be removed from the Roster effective the following school year.
- (g) Volunteers, including but not limited to parents, co-op students and peer tutors, shall not be used as substitutes for Occasional Teachers.
- (h) The Board shall use an electronic system to distribute offers of work to short term Occasional Teachers using a qualifications based rotational order system (currently Smart Find).
- (i) In the event that the electronic system fails, a manual system shall be employed by the Board to distribute such offers.
- (j) The subject qualifications of the Occasional Teacher shall be registered in the electronic call out system as well as schools at which the Occasional Teacher is prepared to accept an assignment.
- (k) Should a teacher fail to enter their absence in the electronic system by 7:00 am on the day of the absence, there will be no requirement to rely exclusively on the electronic system to fill any such vacancy.
- (l) The Board shall provide to the Bargaining Unit a monthly report of days worked and work refusals by Occasional Teachers plus a written explanation, if requested, of the reasons for any imbalance between Occasional Teachers in days worked.

The monthly report shall include the following information from the electronic call-out system's database:

- name
 - daily availability
 - work locations desired
 - number of days worked, do-not-disturbs, calls received, calls accepted, calls declined, cancellations, hang-ups, and no-answers.
 - for each day worked, the date, the portion of the day, and the work site location.
- (m) "Pre-arranged" shall mean offered via direct communication (in person, by telephone, by email, etc.) from a school administrator. The only situations in which short-term work may be pre-arranged are the following:
 - When a short-term assignment needs to be continued beyond its original length due to the unexpected continued absence of a Secondary School Teacher, the continuation of the assignment may be pre-arranged with the Occasional Teacher already in place.
 - When an Occasional Teacher holds a part-time contract or LTO position, short-term assignments may be pre-arranged in the same school in which the part-time position is held.
 - When the need for an assignment becomes known after 7:00 a.m. on the same day.

No other short-term work shall be pre-arranged; all other short-term work shall be assigned via the electronic call-out system, with the exception of when Article 41.07(a) applies.

School administrators shall keep a log of all pre-arranged assignments and this information will be made available to the Bargaining Unit upon request.

- (n) **(Suspended for the duration of the Letter of Understanding in Appendix J)**
Notwithstanding Article 41.07(a), individuals not on the Occasional Teacher Roster will not be hired on an emergency needs basis for short-term Occasional Teacher positions unless
- the job has been deemed 'unfilled' after exhausting the general location list for that site, or no Occasional Teacher has accepted the assignment ninety minutes prior to the starting time of the job; and,
 - all available on-calls at that site have been fully utilized; and,
 - on-site Occasional Teachers with partial LTO or contract status have been fully utilized.

The Board shall inform the Bargaining Unit each time an individual not on the Occasional Teacher Roster is hired on an emergency needs basis. In any event, the Bargaining Unit will be informed no later than the end of the next school day.

Upon request, the Bargaining Unit shall be provided with the SmartFind call-out record for any job filled on an emergency needs basis as soon as reasonably possible.

- (o) Each month, the Bargaining Unit shall receive, upon request, a Detail Report for up to four Occasional Teachers, showing the history of calls, including job numbers, dates/times called, telephone numbers, locations, classifications, start dates/times, end dates/times, and dispositions (i.e., no answer, accept, decline, hang up, cancelled by substitute, cancelled by administrator, operator intercept, assigned by administrator, or busy). Such requests shall be made by the last school day of the month, and the number of allowed requests shall not accumulate from month to month. No more than twenty such requests may be made per school year.

- (p) **(Suspended for the duration of the Letter of Understanding in Appendix J)**

Except in the case of an emergency, Occasional Teachers will be called via the call out system between 6:30 a.m. to 8:00 a.m. or 4:30 p.m. to 7:30 p.m.

- (q) The following steps apply to the calculation of the size of the OT Roster in relation to Article 41.07(b):

- (1) The number of "FTE Secondary School Teachers" shall be the same number as calculated annually by provincial OSSTF on the basis of levy amounts received from the TBU. Once calculated, the number shall remain in effect for the following school year.
- (2) At four count dates per year (September 30, November 30, February 28, and May 31), the Board and Bargaining Unit shall share pertinent information, and update and confirm the size of the most recently revised Roster according to the following:

On each count date:

- i) Each Occasional Teacher currently working a combined half-day or more in a permanent secondary position, permanent elementary position, secondary LTO position, or elementary LTO position shall count as zero (0) name on the Roster. Here, secondary positions include Adult and Continuing Education positions. (Example: An Occasional Teacher whose timetable on the November 30 count date

- consists of one permanent secondary section plus one LTO secondary section shall count as zero (0) name on the Roster toward the November 30 count.)
- ii) Each Occasional Teacher currently on leave from secondary occasional teaching shall count as zero (0) name on the Roster.
 - iii) Each Occasional Teacher currently not belonging to the groups described by paragraphs a) and b) above shall count as one (1) name on the Roster.
(Example: An Occasional Teacher whose timetable on the May 31 count date consists of only one permanent secondary section shall count as one (1) name on the Roster toward the May 31 count.)
- (3) Subject to Article 41.07(b), if on any count date, the size of the Roster exceeds forty (40) percent of FTE Secondary School Teachers, no Occasional Teachers shall be added to the Roster until a future count date indicates the size of the Roster no longer exceeds forty (40) percent of FTE Secondary School Teachers.

41.08 WORKING CONDITIONS

- (a) Each school shall ensure that its Code of Behaviour is accessible to each Occasional Teacher.
- (b) The schedule for a short-term Occasional Teacher shall be the same as the schedule of the teacher who is being replaced or an equivalent timetable including supervision duties. Three periods of work in a day shall constitute a full day's work. After the second day of a continuous assignment, the schedule for an Occasional Teacher shall be the same as the schedule of the teacher who is being replaced, except in the case of an emergency.
- (c) Where an Occasional Teacher replaces a teacher who is receiving a travel allowance, the Occasional Teacher shall receive, in accordance with the Board's procedures, the applicable travel allowance.
- (d) Each school shall ensure that an Occasional Teacher is provided with a package at the start of each teaching assignment in the school including but not limited to:
 - attendance procedures;
 - maps of the school, including fire exits;
 - daily schedule including period times and lengths;
 - list of staff;
 - synopsis of responsibilities for hall duties, cafeteria duty, assemblies, etc.;
 - rules governing computer use in classrooms and labs, access to the library and school bus times;
 - the process for dealing with injuries or illness, violence and deviant behaviour;
 - how to use the school communication system;
 - procedures designed to ensure student safety; and,
 - location of a computer in the school that may be accessed for the Board's electronic communication platform;
 - a list of medically-at-risk students for classes to which the Occasional Teacher is assigned;
 - keys to the classroom assigned.

The package for Occasional Teachers shall be updated annually or as otherwise necessary to update to reflect current policies, procedures or safety protocols.

The school shall endeavour to ensure that the classwork instructions prepared by the absent teacher, names of applicable Educational Assistants, a class list, including

student photos, a list of students with safety and/or behaviour plans and seating plans are provided to the Occasional Teacher covering the absent teacher's classes.

- (e)
 - (1) The Board shall continue to maintain sufficient liability insurance for Occasional Teachers arising from the performance of:
 - (i) their assigned duties as described in the *Education Act* and its Regulations;
 - (ii) other assigned duties;
 - (iii) involvement in voluntary duties;
 - (iv) any activities related to any Board Policy.
 - (2) No Occasional Teacher shall be required to do any medical or physical procedure for pupils that might endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk or injury or liability for negligence. No Occasional Teacher shall be required to provide feeding or toileting health support service.
 - (3) Occasional Teachers shall not be requested by their Principal or other members of their school administration to transport students.
- (f) An Occasional Teacher Additional Qualification shall not be a requirement of employment.

41.09 LONG TERM OCCASIONAL TEACHING ASSIGNMENTS

- (a) The Board shall post Long Term vacancies of 40 school days or more in duration where there are at least two (2) scheduled work weeks between the identification of the vacancy and the effective date of the vacancy.
- (b) Vacancies, as identified in 41.09(a), shall be posted electronically for three (3) working days. A copy of each posting shall be forwarded to the Bargaining Unit President.
- (c) The Board will establish an information system in consultation with the Principals and the Bargaining Unit to enable Occasional Teachers to indicate their interest in long-term occasional assignments and to communicate position information related to the long-term assignments. Only qualified teachers on the Occasional Teacher Roster will be chosen for non-posted assignments. Outside hiring for a non-posted assignment will only be permitted in the event that no qualified Occasional Teacher on the Roster is available, or if the sole qualified candidate is deemed unsuitable by the Board.
- (d) Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken.

41.10 SALARY

- (a) All salary rates as set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.
- (b) Subject to Article 41.10(i), a Long Term Occasional Teacher shall be paid a per diem rate equal to 1/194 of the yearly salary as determined by the grid in the Secondary School Teachers' Collective Agreement for teachers of the same qualifications and experience effective on the tenth (10th) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The per diem rate paid shall not be less than the per diem rate paid to a Short Term Occasional Teacher.
- (c) Subject to Article 41.10(i), a Short Term Occasional Teacher shall be paid a per diem rate of 1/194 of the minimum salary Group 1 in the Secondary School Teachers' Collective Agreement plus an additional \$4.50 per diem (\$4.55 per diem effective September 1, 2020; \$4.60 per diem effective September 1, 2021).

- (d) Category placement on the salary grid for Long Term Occasional Teachers shall be in accordance with Article 6.06(a) for the duration of the long-term assignment.
- (e) Experience credit for placement on the salary grid for Long Term Occasional Teachers shall be granted in accordance with the experience credit provided under Article 6.04 for the duration of the long-term assignment. All experience shall be validated to the satisfaction of the Director or designate and shall only be experience acquired prior to the first day of each regular school year.
- (f) It shall be the responsibility of the Occasional Teacher to provide to the Director or designate valid copies of documents initialed by an appropriate Board official to support claims made under 41.10(d) and 41.10(e). Until such time as the documentation is provided to the Director or designate, a Long Term Occasional Teacher shall be paid as if they are in Group 1/Year 0. No retroactive pay adjustment will be made beyond five (5) months, unless the delay is through no fault of the Occasional Teacher.
- (g) A Record of Employment for Short Term Occasional Teachers shall be issued upon request. Long Term Occasional Teachers shall receive a Record of Employment at the conclusion of their assignments on request, or if at the end of the school year, by July 31st following school closing on request.
- (h) **Pay Schedule**
Under normal circumstances, Occasional Teachers:
 - (1) shall be paid by direct deposit by the 15th of the month and the last day of the month; and
 - (2) shall be paid for days worked in a pay period no later than the end of the following pay period.

Note: Normal circumstances shall mean all circumstances other than emergency catastrophic events beyond the Board's control which prevent the payment of salary by the dates above.
- (i) Short-term Occasional Teachers will be employed and paid for either the morning, afternoon or both. Work in either the morning or the afternoon will constitute a half a day of work and will be paid accordingly.
- (j) A job number will be issued to the short-term Occasional Teacher no later than the start of the day's assignment.
- (k) Unless a short-term Occasional Teacher is notified of the cancellation of an assignment at least one and a half (1 ½) hours before the start of the assignment, the Occasional Teacher will be paid for the assignment. It is understood that the Occasional Teacher may be assigned alternate work.
- (l) **Extra Degree Allowance**
An extra degree allowance will be paid to as salary to long-term Occasional Teachers in accordance with Article 8.
- (m) **Hours of Insurable Earnings**
Without prejudice to the number of hours actually worked by an individual Occasional Teacher in connection with the Occasional Teacher's professional duties and for the limited purpose of completing the forms under the *Employment Insurance Act* and without prejudice to the respective positions of the Board and Union as to the number of hours worked on a daily basis by the average Occasional Teacher.

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130. No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, pursuant to Subsection 10 (2) of this regulation that eight (8) hours per day is a reasonable description of the hours of work of an Occasional Teacher in a full-time assignment and that it is reasonable to pro-rate the daily hours of part-time Occasional Teachers accordingly.

41.11 BENEFITS

Benefits shall be made available to Occasional Teachers in accordance with Part A: C7.00 and the terms and conditions of the OSSTF Employee Life and Health Trust.

41.12 ORIENTATION PROCESS

- (a) The Board will provide an orientation procedure for Occasional Teachers newly added to the Occasional Teacher Roster prior to the start of the school year and once during the school year if there is sufficient interest. It is understood that participation by the Occasional Teacher in such orientation will be voluntary and unpaid.

41.13 PROFESSIONAL GROWTH

Occasional Teachers in long term assignments shall not normally be appraised more than once per school year.

APPENDIX A
QUALIFICATIONS AND CALCULATION OF THE
SEVERANCE PAYMENT PLAN RE: HURON COUNTY

1. This plan shall apply to all full-time and part-time teachers employed by the Board.
2. A teacher who has completed twelve (12) years service with the Board and who is eligible for a pension under the provisions of the *Teachers' Pension Plan* Act shall be entitled to a Severance Payment on termination of employment.

A teacher's part-time or full-time teaching shall be counted as one (1) year of full service in meeting the twelve years of service requirement.

3. The amount of the Severance Payment shall be calculated as follows:

$$\frac{N}{200} \times \frac{S}{2} \quad \text{where}$$

N is the number of unused accumulated sick leave credit days at the time of separation from the Board (maximum of 200).

S is the final annual rate of salary at the date of separation from the Board.

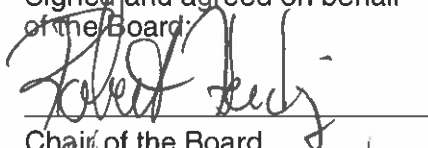
APPENDIX B
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: TECHNOLOGY IN THE CLASSROOM

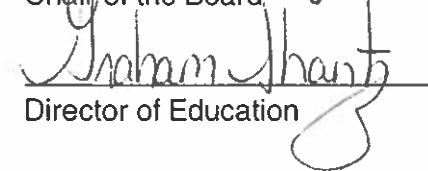
The parties recognize the impact of the use of technology on the administrative functions which are part of teachers' roles. The Board agrees to provide teachers who are required to use computerized evaluation reporting systems reasonable access to computers in the school. Wherever possible, and except in the case of emergencies, teachers will be required to enter data only once for each required evaluation period, providing a hard copy of the data to the school office.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, 15th day of November 2024.

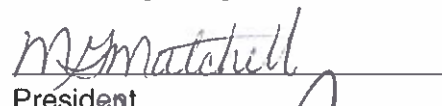
Signed and agreed on behalf
of the Board:




Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:



President


Federation Officer

APPENDIX C
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: PROVISION OF LESSON PLANS

When a teacher plans to be absent from regular classroom duty on a short term basis (one or two days), it will be the responsibility of the teacher to prepare an appropriate amount of work for the period or periods for which they will be absent. In anticipation of unplanned absences, when requested by the Principal, teachers will submit in advance a minimum of two lessons of a generic nature that may be assigned at any time. The intent of these lessons is to ensure that the students are engaged in active learning for which they will be held responsible.

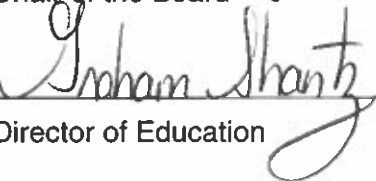
The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 15th day of November 2024.

Signed and agreed on behalf
of the Board:



Chair of the Board




Director of Education

Signed and agreed on behalf
of the Bargaining Unit:



President



Federation Officer

APPENDIX D
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: ARTICLE 32

Where the Board proposes to transfer a teacher because, in the Board's opinion, the teacher would benefit from a fresh start at a different school, the Board will explain to the teacher and the Union its reasons before initiating the transfer.

Where the Board proposes to transfer a teacher or teachers in order to improve the distribution of teachers with particular qualifications at a school or schools, prior to initiating the transfer or transfers the Board will:

- i) meet with the Union to discuss the need for the proposed transfer or transfers; and
- ii) canvass all staff for qualified volunteers who wish to transfer to the school or schools in question.

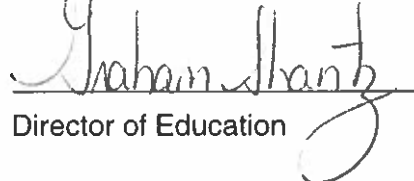
Following the canvass referred to above, the Board will determine which teacher or teachers will be transferred. In making this decision, the Board shall not be required to select from teachers who volunteered in response to the canvass.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

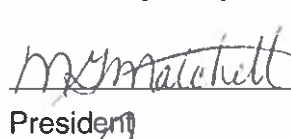
Dated at Seaforth, Ontario, this 15th day of November 2024.


Signed and agreed on behalf
of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

APPENDIX E
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: PROFESSIONAL DEVELOPMENT PLAN


The parties agree that should a PA Day be scheduled at the end of January exam period, such a PA Day will be designated as a turnaround day for the purpose of self-directed preparation for the next semester.

Staff meetings called by the Principal or designate on this turnaround day will not be longer than sixty (60) minutes in duration.

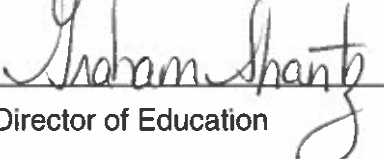
The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 15th day of November 2024.

Signed and agreed on behalf
of the Board:



Chair of the Board

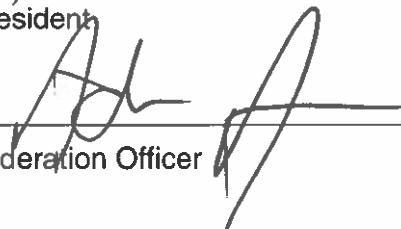


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:



President



Federation Officer

APPENDIX F
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: Teachers Surplus to the Needs of the System

A teacher that is assigned to a vacancy during the period from April 15 to June 30 of the current school year but will not retain the sections so assigned, given their seniority through the staffing process will be informed in the letter of employment, given at the time of hire, that they will not receive a redundant letter but will nonetheless be redundant in the following year for the aforementioned sections.

For the next school year, the teacher shall be placed on the recall list, Possibly-Redundant Pool or reduced group and awarded sections as per Article 17.

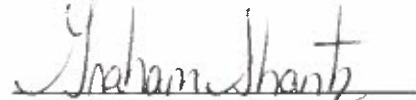
The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 15th day of November 2024.

Signed and agreed on behalf
of the Board:



Chair of the Board



Director of Education

Signed and agreed on behalf
of the Bargaining Unit:



President



Federation Officer

THIS LOU WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: RETIREE MEMBERSHIP IN BENEFIT PLANS

Appendix G applies only to those teachers who retired from the Board prior to August 31, 2013:

The Board agrees that for the duration of this collective agreement, notwithstanding Article 12.01 (i), the premium rates for retirees will be the same as the group rates for active teachers.

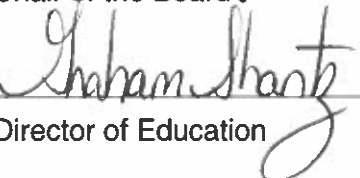
The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this day of 2016.

Signed and agreed on behalf
of the Board:

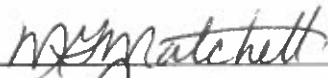


Chair of the Board

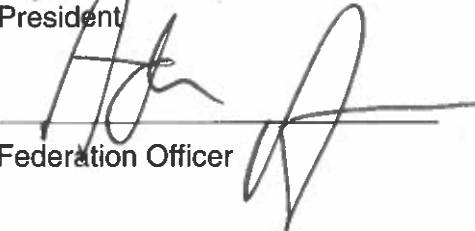


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:



President



Federation Officer

APPENDIX G
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: ADDITIONAL QUALIFICATIONS COURSES

The Board agrees that when AQ courses are offered to Secondary School Teachers, a minimum of one seat, up to ten percent (10%) of the available seats will be allocated to members of OSSTF District 8, Occasional Teachers' Bargaining Unit to attend voluntarily, on an unpaid basis. Mileage and any other additional costs shall be borne by the member(s).

For clarification:

<20 seats = 1 seat for OT,

>=20 and <30 = 2 seats for OTs,

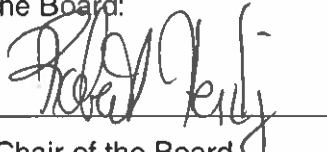
>=30 and <40 = 3 seats for OTs.

This letter expires on August 31, 2026.

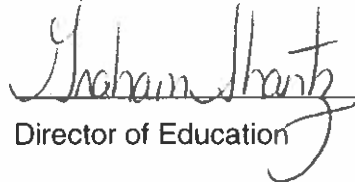
The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this ^{15th} day of ^{November} 2024.

Signed and agreed on behalf of
the Board:



Chair of the Board

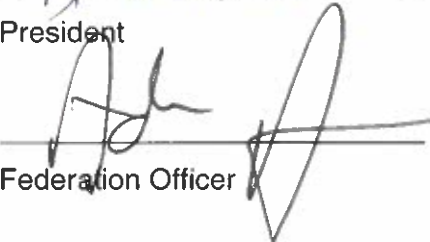


Director of Education

Signed and agreed on behalf of
the Bargaining Unit:



President



Federation Officer

APPENDIX H

LETTER OF UNDERSTANDING
Between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: ARTICLE 36 – DISTANCE EDUCATION

Effective April 12, 2024, the following pilot project will supplement ARTICLE 36 – DISTANCE EDUCATION. The pilot project will be in effect until August 30, 2026. Either party may give notice by June 1, 2025, to call a meeting and meet within ten (10) working days to discuss issues that may have arisen and/or propose amendments to the pilot project. Any changes to the pilot project moving forward require mutual agreement.

An Expression of Interest (EOI) shall be posted by February 1 of each year and will be available until the end of the workday on March 1 of the same year. The EOI will collect each teacher's name, qualifications, FTE status and home school(s), list of preferred subjects or Distance Education courses, the number of Distance Education courses the teacher is willing to teach, and list of unqualified subjects/Distance Education courses they provide mutual agreement to teach in accordance with **Reg 298**.

Any teacher who taught a Distance Education course(s) the previous school year and also completes the EOI shall be placed in the Distance Education Teacher Pool (DETP) for the next school year. All other teachers who complete the EOI may receive an interview for the purpose of placement in the DETP.

As Distance Education courses become available throughout the year, the principal or designate shall assign the courses to teachers in the DETP based on the indicated preferred subjects or Distance Education courses.

If the DETP is exhausted, vacancies shall be filled as follows:

- a. The principal may grant mutual consent for a teacher in the DETP to teach a course where they provided mutual agreement to teach that subject/Distance Education course for which they are unqualified.

OR

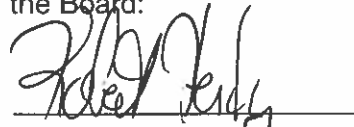
To a teacher in the DETP that is willing to increase the number of Distance Education courses beyond which they originally indicated in the EOI and where the home school Principal provides mutual consent for that increase in Distance Education courses.

- b. Article 17.05(d) [If applicable]
- c. Article 22 - Posting

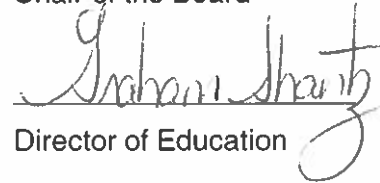
The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 15th day of November 2024.

Signed and agreed on behalf of
the Board:




Chair of the Board




Director of Education

Signed and agreed on behalf of
the Bargaining Unit:



President



Federation Officer

APPENDIX I
LETTER OF UNDERSTANDING
Between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: ARTICLE 36 – DISTANCE EDUCATION Positions of Responsibility

Effective April 12, 2024, Article 36.02(a)(iii) Positions of Responsibility for Distance Education will be suspended, and the following pilot project will be in effect until August 30, 2026.

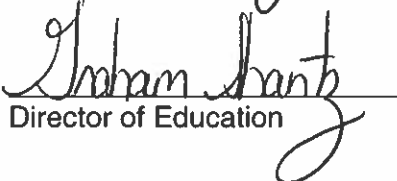
If no Distance Education teacher with a Position of Responsibility wishes to assume responsibility for the sections of Distance Education, those sections will be combined with another Department for one school year. After serious discussions with the Bargaining Unit President and/or designate, the principal will submit a proposal, including rationale, for the particular combination desired to the parties. Approval of the combination will be at the discretion of the Director or designate.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

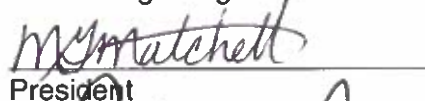
Dated at Seaforth, Ontario, this 15th day of November, 2024.

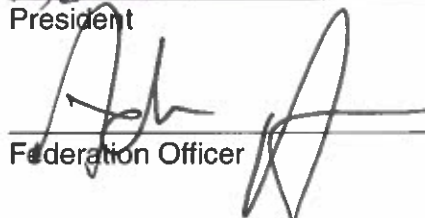
Signed and agreed on behalf
Of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

APPENDIX J
Letter of Understanding
Between
the Avon Maitland District School Board
and
the Ontario Secondary School Teachers' Federation
District 8 Teacher Bargaining Unit
Re: ARTICLE 41.07 – OCCASIONAL TEACHER ROSTER

Effective April 12, 2024, Articles 41.07(n) and 41.07(p) will be suspended, and the follow pilot project will be in effect until August 30, 2026.

Notwithstanding Article 41.07(a), individuals not on the Occasional Teacher Roster will not be hired on an emergency needs basis for short-term Occasional Teacher positions unless

- the job has been deemed 'unfilled' after exhausting the general location list for that site, or no Occasional Teacher has accepted the assignment by 8:00 p.m. the day before the job; and,
- on-site Occasional Teachers with partial LTO or contract status have been fully utilized.

The Board shall inform the Bargaining Unit each time an individual not on the Occasional Teacher Roster is hired on an emergency needs basis. In any event, the Bargaining Unit will be informed no later than the end of the next school day.

Upon request, the Bargaining Unit shall be provided with the SmartFind call-out record for any job filled on an emergency needs basis as soon as reasonably possible.

Except in the case of an emergency, Occasional Teachers will be called via the call out system between 6:00 a.m. to 8:00 a.m. or 4:30 p.m. to 8:00 p.m.

The Board's electronic call out system (currently SmartFind Express) will call Occasional Teachers on the Roster according to qualifications and designated preferred work locations, as per current practice, as the first tier call-out.

If any job remains unfilled 2-days prior to the vacancy after exhausting the process during the normal call-out time-frames, there will be a second tier of calling via the electronic call out system. Individuals being contacted in the 2nd tier callout 'emergency list' include OTs on the Roster who are willing to be contacted outside their preferred work locations, and Retirees of District 8 OSSTF who are in good standing with the OCT who have elected to be on the emergency list, as well as other qualified candidates as deemed appropriate by the Board.

A call from the electronic call out system will be categorized as an offer of work to Occasional Teachers on the Roster in the first tier call-out but not in the second tier call-out.

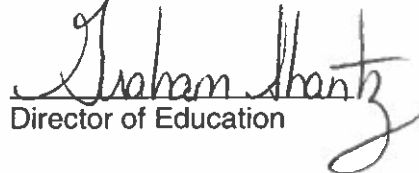
A copy of the second tier call-out list will be provided to the Bargaining Unit President prior to the end of the first week of the school year in September.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

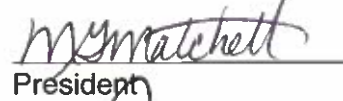
Dated at Seaforth, Ontario, this 15th day of November, 2024.

Signed and agreed on behalf
of the Board


Chair of the Board


Director of Education

Signed and agreed on behalf of the
of the Bargaining Unit


President


Federation Officer

APPENDIX K
Letter of Understanding
Between
the Avon Maitland District School Board
and
the Ontario Secondary School Teachers' Federation
District 8 Teacher Bargaining Unit
Re: Article 9 – Positions of Responsibility (POR)

Effective April 12, 2024, Article 9.01(g) Positions of Responsibility will include the following, and will be in effect until August 30, 2026.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

9.01 (g)

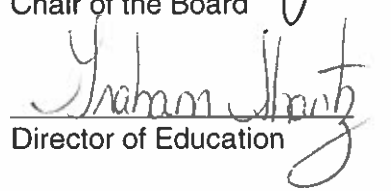
- i) Any incumbent who is not renewed for a five (5) year term must be offered an interview for the Position of Responsibility without the need of application. Should the incumbent wish to decline the interview, the incumbent must provide a written request for withdrawal to the Principal and the Bargaining Unit President.
- ii) Should the incumbent be the only applicant for the Position of Responsibility, no formal interview will be required, and the incumbent will be named the successful candidate.
- iii) All Positions of Responsibility that start after the first day of school will have the renewal date set as August 31 of the year immediately following the five (5) year term end date. (For example: If the hire date for a Position of Responsibility is after the first school day of September 2021, then the renewal date for the five (5) year term shall be August 31, 2027). For clarity, all timelines specified in Article 9.01(g) will be based on the August 31 date.
- iv) In addition to Article 9.02(a), a vacancy for a Position of Responsibility shall exist when an incumbent is not renewed for another five (5) year term.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 15th day of November, 2024.

Signed and agreed on behalf
of the Board


Chair of the Board


Director of Education

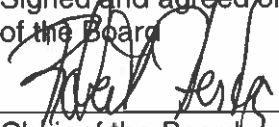
Signed and agreed on behalf of the
of the Bargaining Unit


President

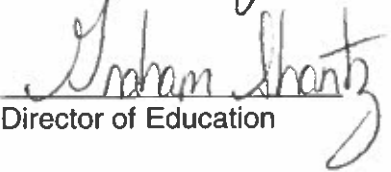

Federation Officer

Dated at Seaforth, Ontario, this 15th day of November, 2024.

Signed and agreed on behalf
of the Board




Chair of the Board



Director of Education

Signed and agreed on behalf of the
of the Bargaining Unit



President



Federation Officer