

COLLECTIVE AGREEMENT

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter called the “Employer” or “Board”)**

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
(hereinafter called the “OSSTF” or “Union” or “Bargaining Unit”)**

REPRESENTING

THE SECONDARY SCHOOL TEACHERS

OF

DISTRICT 9, GREATER ESSEX



September 1, 2019 to August 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

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

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

remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

amounts shall be prorated for the portion of the year that the daily

occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

- ii. In addition, increases shall be provided in each of the following years:

- September 1, 2019: 4%

- September 1, 2020: 4%

- September 1, 2021: 4%

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

Eligibility and Allocation

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

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

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

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary,

consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

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

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

- i. Teachers accessing STLDLP 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 STLDLP.
- 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 STLDLP.
- v. When Teachers use any part of an STLDLP day they may access their top up bank to top up their salary to 100%.

e) Sick Leave and STLDLP 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 STLDLP 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.

f) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy		
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

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. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the

increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

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

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

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

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

4.2.0 On-Going Funding

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

agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

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

to the Trust in a lump sum on or before the last day of the month following reconciliation.

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

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

5.3.0 Accountability

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

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- 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

PART B - LOCAL TERMS

ARTICLE L1 – DEFINITIONS

L1.1 In this Agreement:

- (a) The “Board” means the Greater Essex County District School Board.
- (b) “Discharged” means the termination by the Board of a teacher’s employment, excluding any provisions of the Collective Agreement.
- (c) “Major Subject Area” means:
 - (i) all major subject area qualifications recorded in the teacher’s personal history file maintained at the Board Office as of **December 31, 2019**.
 - (ii) all basic and additional qualifications **at an Intermediate or Senior level** on the teachers’ Ontario College of Teacher’s Certificate of Qualifications, and
 1. a subject area **listed exclusively on Regulation 176/10 Schedule A (Ontario College of Teacher’s Act)**, in which a teacher has successfully completed at least **five (5)** full university courses or **ten (10)** semestered university courses in the case of one major subject area; or
 2. subject areas **listed exclusively on Regulation 176/10 Schedule A (Ontario College of Teacher’s Act)**, in which a teacher has completed at least **four (4)** full university courses **or eight (8)** semestered university courses in **two (2)** or more subject areas; or
 3. a subject area listed **exclusively** on Regulation 176/10 Schedule D (Ontario College of Teachers Act), in which a teacher has completed at least Part **2** of a three-part qualifying Ministry of Education course; or
 4. a subject area listed on Regulation 176/10 Schedule D (Ontario College of Teachers Act), that is also listed on Regulation 176/10 Schedule A (Ontario College of Teachers Act), in which a teacher has successfully completed at least **four (4)** full university courses or **eight (8)** semestered university courses. It is agreed that any completed Additional Qualification course, related to the subject area being considered in this article, shall equate to a semestered university course (including the Additional Basic Qualification / Additional Qualification course used in L1.1(c) (ii)); or
 5. a Learning Support Teacher (LST) in a learning support area in which the teacher has completed specialist qualifications in special education; or
 6. a technological subject area in which a teacher has **senior (grade 11 and 12)** qualifications on the teacher’s Certificate of Qualification. A Teacher of **Technological Education** must be time tabled in subject areas in which they hold **senior** level qualifications for a minimum of three (3) periods unless the teacher has indicated a preference in another subject area in which they hold “major” qualifications, in which case Article L10.5 will apply; or

7. a technological subject area in which a teacher has **Intermediate (grade 7-10)** level qualifications recorded on the teacher's Certificate of Qualification, upon the request of the teacher. It is understood that once a teacher has made a request to have **an Intermediate** level qualification recognized as a major, this recognition is final. A teacher holding this qualification is restricted to teaching **Intermediate courses** for a maximum of one-half (1/2) of their timetable.

(d) "Minor Subject Area" means

- (i) all minor subject area qualifications recorded in the teacher's personal history file maintained at the Board Office as of **December 31, 2019**.
- (ii) all basic and additional qualifications **at an Intermediate or Senior level** on the teachers' Ontario College of Teacher's Certificate of Qualifications, and

1. a subject area listed exclusively on Regulation 176/10 Schedule A (Ontario College of Teachers Act), in which a teacher has successfully completed at least three (3) full university courses or six (6) semestered university courses; or

2. a subject area listed exclusively on Regulation 176/10 Schedule D (Ontario College of Teachers Act), in which a teacher has completed at least Part I of a three-part qualifying Ministry of Education course; or

3. a subject area listed on Regulation 176/10 Schedule D (Ontario College of Teachers Act), that is also listed on Regulation 176/10 Schedule A (Ontario College of Teachers Act), in which a teacher has successfully completed at least three (3) full university courses or five (5) semestered university courses. It is agreed that any completed Additional Qualification course, related to the subject area being considered in this article, shall equate to a semestered university course (including the Additional Basic Qualification / Additional Qualification course used in L1.1(d) (ii); or

4. a technological subject area in which a teacher has **Intermediate level** qualifications recorded on the teacher's Certificate of Qualification.

(e) "O.S.S.T.F." means Ontario Secondary School Teachers' Federation.

- (i) "District 9" or "TBU" means the OSSTF District 9 Teachers' Bargaining Unit

- (ii) "Union" means the Ontario Secondary School Teachers Federation.

(f) "Qualified" means qualified to teach in the subject areas determined in accordance with the professional qualifications recorded in the teacher's personal history file maintained at the Board Office.

(g) "Resignation" means the action of a teacher voluntarily seeking termination of employment with the Board.

(h) "Salary" means remuneration paid for services as a teacher as described in Article L1.1 (i) and includes a cost of living allowance paid in relation to the remuneration. It does not include a perquisite in relation to employment, does not include payment related to

accumulated sick leave and does not include payment related to retirement or severance from employment, whether or not remuneration, payment or perquisite is a term or condition of employment in education.

(i) Teacher

- i. “Teacher” means a teacher as defined in the Education Act.
 - ii. F.T.E. means full-time equivalent i.e. a full time teacher counts as 1.0.
 - iii. “Part-time Teacher” means a teacher employed by a Board on a regular basis for less than 1.0 F.T.E.
 - iv. “Experienced Teacher” means a teacher hired into a permanent position, full or part-time who has completed the New Teacher Induction Program (NTIP).
 - v. “New Teacher” means a teacher certified by the Ontario College of Teachers (OCT) hired into a permanent position, full or part- time, to begin teaching for the first time in Ontario, and has not successfully completed two (2) teacher performance appraisals and the submission of the NTIP Individual Strategy Form.
 - vi. “Redundant Teacher” means a teacher who is not needed to meet the staffing requirements of the system and who, within the terms of the Collective Agreement, cannot be placed in any other position for which the teacher is qualified or will become qualified for the following school year.
 - vii. “Surplus Teacher” means a teacher who is not needed to meet the program requirements of a school.
- (j) “Vacancy” means a teaching position other than a position of responsibility or a teacher in a program listed in Article 14 of this Collective Agreement which has been vacated because of resignation, discharge, retirement, death, transfer or promotion **or a newly created position.**

L 1.2 Consultant means a qualified Teacher appointed by the Board to work under the direction of a designated Supervisory Officer to act as a consultant for the teachers of subjects or programs and to assist them in the delivery of such subjects or programs.

L 1.3 Special Assignment Teacher means a qualified teacher appointed by the Board to work under the direction of a designated Supervisory Officer for a Board/Ministry project with a defined job description.

ARTICLE L2 – PURPOSE AND RECOGNITION

L2.1 It is the intent and purpose of this Agreement to establish salaries, allowances and benefits, provide for certain working conditions and to provide for the prompt and equitable settlement of grievances.

- L2.2 This Agreement shall supersede all previous such Agreements. Except for error, inadvertence or omissions, it shall set the terms of employment and it shall be binding upon the Board, the bargaining Unit and the individual members of the bargaining Unit.
- L2.3 The Employer recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Employer and assigned as teachers to one or more secondary schools or to perform duties in respect of such schools all or most of the time.
- (a) The Board shall not contract out work historically performed by the Bargaining Unit without the prior approval of the Bargaining Unit President.
 - (b) **e-Learning** Credits – Teacher FTE shall not be reduced as a result of the offering of e-Learning courses to students within the Board.
 - (c) **"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.

Teacher FTE shall not be reduced as a result of the offering of "Dual Credit" courses to students within the Board.
 - (d) The Board agrees to provide the Bargaining Unit with information pertaining to enrolment and staffing of credit courses offered by **e-Learning** or Dual Credit Programs.
 - (e) **With the exception of "equivalent learning", all credits granted by principals in the Board shall be delivered by members of this Bargaining Unit. Teacher FTE will not be reduced as a result of a principal / vice-principal placed in teaching sections.**
- L2.4 The Employer recognizes the right of the Bargaining Unit to authorize O.S.S.T.F. 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.
- L2.5 The Employer further recognizes its obligation to advise a teacher of the right to Bargaining Unit representation at a meeting when the **attendance**, conduct or competence of a teacher is being considered which may lead to disciplinary actions. **Notification will occur prior to the meeting, giving the employee sufficient time to contact the union in order to have representation.**

The Board agrees that in the event that an OSSTF-TBU member refuses such union representation, the Branch rep of OSSTF will first be notified of such refusal, and allowed the opportunity to speak to the member before any meeting takes place.
- L2.6 The Union recognizes the Negotiations Policy Committee and its Negotiating Team as the body authorized to negotiate on behalf of the Board.
- L2.7 The Union recognizes the right of the Employer to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

- L2.8 The Union shall be allowed to communicate with its membership using the Board's internal mail service, fax and e-mail.
- L2.9 The Board shall provide the **OSSTF** access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.
- L2.10 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.
- L2.11 **The bargaining unit will be invited to attend the new teacher** orientation session, conducted by the Board's Human Resources Department. The Union will be given an opportunity, at the end of the session, to address new secondary teachers on matters that relate to their relationship with the Union and will be notified, by the Board, at least two (2) weeks in advance of said meeting.
- L2.12 **The Board agrees to hold an annual meeting with the Superintendent of Secondary Staffing, School Administration, the Union Executive, Branch Executive to discuss topics of mutual interest.**
- L2.13 **The Board and the Union agree to *identify and disrupt systems* of anti-Black, anti-Indigenous, anti-Person of Colour racism and shall provide a welcoming and inclusive workplace for Black, Indigenous, and People of Colour teachers.**
- L2.14 **The Board and the Union agree to *identify and disrupt systems* of homophobia and transphobia and shall provide a welcoming and inclusive workplace for teachers that identify as LGBTQ2S+.**

ARTICLE L3 – STRIKES AND LOCK-OUTS

- L3.1 There shall be no strike or lock-out during the term of this Agreement. The terms "Strike" is as defined in the *Education Act* and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.
- L3.2
 - (a) In the event of a strike or lock-out by employees in another Bargaining unit, the Employer will, at the request of the Union, meet with the Union under the auspices of the Joint Relations Committee to discuss the impact or potential impact of the strike on the Union's Membership.
 - (b) No Member shall be required to perform the duties, beyond those prescribed by the Education Act and related regulations, of any other employee of the Board who is engaged in a strike or lockout.
 - (c) **In the event of a strike or lockout of another Bargaining Unit, the board will not lay-off OSSTF Teacher Bargaining Unit Members.**
 - (d) **If a teacher is prevented from crossing a picket line of another Bargaining Unit, the teacher shall immediately contact their Principal. The Board will have the responsibility for providing and ensuring the safe passage of the teacher into their workplace. There shall be no loss of wages, benefits or other provisions in this**

Collective Agreement in cases where the Board is unable to provide safe passage into the workplace. In such cases the employee will be reassigned.

ARTICLE L4 – MANAGEMENT RIGHTS

- L4.1 The Union recognizes that the Board has the right, duty and responsibility to provide, operate and manage its secondary schools in the jurisdiction of the Greater Essex County District School Board. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its teachers as granted and preserved in this Agreement.
- L4.2 The Union further recognizes the right and duty of the Board to promote, demote, transfer, discharge, suspend without pay and discipline teachers for just cause, subject to the provisions of the Agreement expressly governing the exercise of these rights and subject to the right of District 9 to lodge a grievance on behalf of any teacher in accordance with Article L.21.
- L4.3 (a) The parties agree that the Board has the right, under Article L4.2 of the collective agreement, to transfer teachers for program needs.
- (b) The Union reserves the right to file a grievance if they believe that a transfer initiated by Administration was for disciplinary reasons or that the Board exercised that right arbitrarily or in bad faith.
- L4.4 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Agreement.
- L4.5 The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Union including exercising any rights under this Collective Agreement or the prevailing Statutes of Ontario.
- L4.6 Both the Board and the Union agree that this agreement is subject to the appropriate statutes and regulations of Canada and the Province of Ontario. If there is a conflict between the status or regulations, and the agreement, the appropriate statute or regulation will prevail.
- L4.7 Where legislative changes are made which directly affect any provision of this Agreement, a meeting may be requested by either party and shall be held prior to the implementation of the legislative changes.
- L4.8 No teacher shall be demoted, discharged, dismissed or disciplined in any way without just cause. The Union accepts a lessor standard for a teacher during their probationary period.
- L4.9 (a) The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds covered by the *Ontario Human Rights Code*.
- (b) The Board and the Union agree that discrimination **and** harassment are unacceptable and it is a joint responsibility to maintain a discrimination **and a** harassment free workplace.
- (c) For the purpose of Article L4.9, all references can include discrimination, **and / or** harassment whichever is relevant to the incident and shall be subject at a minimum, to the provisions, procedures and regulations per the current Board policies. No changes will be

made to the aforementioned Policies and Procedures without consultation with the Bargaining Unit President.

ARTICLE L5 – UNION DUES CHECK-OFF

- L5.1 On each regular pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by the OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- L5.2 The OSSTF dues deducted in L5.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their employee identification (ID) numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L5.3 Dues specified by the Bargaining Unit in L5.1, if any, shall be deducted and remitted to the Treasurer of OSSTF District 9, at the Bargaining Unit's current address no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance, if requested by the Bargaining Unit, shall be accompanied by a list identifying the employees, their employee identification (ID) number, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L5.4 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.
- L5.5 The Employment Insurance Commission, in recognizing the Greater Essex District School Board's wage loss plan (sick leave plan), has agreed to make a rebate of the premiums to the Board. The Board agrees to remit to each teacher each December the Federal EI Rebate that the teachers are entitled to under Federal EI Legislation.
- L5.6 Notwithstanding Article L5.5, upon request of the Bargaining Unit President, the Board shall remit the Federal EI Rebate to the Treasurer of OSSTF District 9, at the Bargaining Unit's current address. Such remittance, if requested, shall be accompanied by the resolution passed at the previous Annual Meeting of the Bargaining Unit. These monies shall be used for a Benefit Fund.**

ARTICLE L6 – IMPLEMENTATION

- L6.1 A part-time teacher shall be paid at the rate of salary of the teacher's category with appropriate allowances for teaching, related experience, post graduate degree(s), employee benefits, cost of living allowances and other allowances as provided for in this Agreement, all of which will be prorated in the same ratio as the part-time assignment bears to full-time assignment of 6.0 classes.
- L6.2 A newly hired teacher shall serve a probationary period of one year.

- L6.3 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.
- L6.4 (a) In the event the Employer requires a new position within the system for teachers subject to this Agreement, the administration shall first discuss the creation and salary of the new position with the Bargaining Unit. Such position shall be advertised within the secondary schools for a period of seven (7) teaching days. If no applications are received or if none of the applicants are qualified to fill the position, the Employer may take such steps as it considers necessary to fill such position.
- (b) Whenever preparing new or revised job descriptions for teachers subject to this Agreement, the administration shall consult with the Bargaining Unit regarding the proposed job descriptions.
- (c) The Board agrees that it is reasonable for administration to provide the OSSTF TBU with a draft copy of any posting for positions covered under this collective agreement **or** for which members of the OSSTF District 9 TBU would be eligible and it is reasonable to allow OSSTF TBU a minimum of one full day to respond with feedback during this consultation.
- L6.5 (a) The Board agrees to provide the Union with a schedule listing of all contract day-school teachers covered by this Agreement complete with address, work location, professional qualifications, category, current FTE and salary level two times per year upon request.
- (b) Scattergrams of category and current salary will be provided to OSSTF by November 30 each year.
- (c) At the time of hiring of any teacher during the term of this Agreement, the Board shall provide the foregoing information to the Union. In the event of any subsequent changes in any teacher's status including without restriction, resignation and termination, the Board shall notify the Union of such change on a monthly basis.
- (d) The Board shall provide the Union with a listing of night school teachers each semester, summer school teachers each summer and home instruction teachers at the end of each school year. This listing will include address, work location and hourly pay rate.
- (e) Upon the completion of staffing each year and upon request of the union, the Board will provide an updated listing of all teachers in Positions of Responsibility and Teaching appointments indicating their FTE status, interim or permanent status and date of hire into the position.
- L6.6 (a) No member of the Union shall carry out or assist in the teacher evaluation.
- (b) **No member of the Bargaining Unit shall be required to perform duties normally and regularly performed by members of another Bargaining Unit.**

Interim Principals and Vice-Principals

- L6.7 (a) The parties agree that an employee who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal or be appointed to an acting Vice-Principal position where there are no employees in the Vice-Principal pool, for a period of not less than a day on a temporary basis not to exceed one school year. The acting Principal/Vice-Principal shall be paid the following salary:

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

It is agreed that an acting Principal/Vice-Principal shall not evaluate or discipline other members of the Bargaining Unit.

Note: Where the acting position occurs in a school where only one administrator is assigned, the teacher assigned to the acting position shall be paid at the Vice-Principal salary scale for the first five (5) consecutive days in the assignment. If the assignment extends beyond five (5) consecutive days, the teacher in the acting position shall be paid in accordance with the Principal salary scale retroactive to the first day in the assignment.

- (b) The employee will continue to be subject to all terms and conditions of this Collective Agreement.
- (c)
 - (i) an occasional teacher shall be hired to replace a member of the bargaining unit who is acting to replace an absent Principal/Vice-Principal for a period of less than one semester or equivalent in a regular day school.
 - (ii) a teacher shall be hired for an unfilled timetable created by a member of the bargaining unit acting to replace an absent Principal/Vice-Principal for a minimum of one semester or one year.
 - (iii) an absence of a Principal/Vice-Principal known to be for a full school year shall result in a posting of an unfilled timetable created by a member of the bargaining unit acting to replace the absent Principal/Vice-Principal.

L6.8 Certified Teacher

Where the Education Act permits Employers to employ persons without teaching certificates to provide services previously required to be provided by a certified teacher, the Employer agrees to continue to employ certified teachers to provide such services, subject to any other applicable provision of this Agreement until the teacher;

- (a) retires,
- (b) transfers to another teaching position, or
- (c) resigns.

ARTICLE L7 – CATEGORY SYSTEM, CERTIFICATION AND EXPERIENCE ALLOWANCES

- L7.1 Current category definitions shall be those outlined by the Ontario Secondary School Teachers' Federation Certification Department **or Qualifications Evaluation Council of Ontario (QECO)**.
- L7.2 In case of dispute, the ruling of the Ontario Secondary School Teachers' Federation Certification Board **or the Qualifications Evaluation Council of Ontario (QECO)** shall be final.
- L7.3 Categorization of newly-hired teachers and teachers seeking category improvement effective on or after September 1, shall be recognized only in accordance with the Ontario Secondary School Teachers' Federation Certification Department **or Qualifications Evaluation Council of Ontario (QECO)**.

- L7.4 (a) Where a teacher has notified the appropriate Superintendent or designate in writing by November 30 of any school year that the teacher is expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed.
- (b) Where a teacher has notified the appropriate Superintendent or designate in writing by March 1 of any school year that the teacher is expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.
- L7.5 Any teacher teaching a full schedule in any area other than their major subject area shall receive full salary, allowances, benefits and other entitlements which apply to their major subject area.
- L7.6 Any teacher with the majority of their timetable in the secondary panel will be considered as a full time member of the secondary panel and hence will be afforded the same rights, salary, allowances, benefits and entitlements as other members who are subject to this Agreement.
- L7.7 All teachers shall be placed on the salary grid at the appropriate level. The determination of such placement shall include credit allowed by the Board for teaching and related experience. The year level grid placement for all teachers on staff shall advance on September 1 of each year. All teachers shall be advanced the salary grids in accordance with their teaching and related experience.
- L7.8 Recognized Teaching Experience
- (a) Previous contract teaching experience in Ontario or its equivalent elsewhere as well as previous occasional teaching experience recognized by the predecessor Boards in accordance with the applicable Collective Agreements, shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
- (b) In addition to L7.8 (a), long term occasional teaching experience in Ontario accumulated after September 1, 1998 and short term occasional teaching experience in Ontario accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
- (c) Effective September 1, 2009, every credit taught through continuing education shall be recognized as 0.167 teaching experience.
- (d) Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.
- (e) Teaching experience subsequent to being hired shall be calculated on the basis of one (1) month equals 0.1 year and shall be recorded each September 1. A teacher must be employed for at least one-half (1/2) of the available school days in a given month to gain credit for a full month's teaching experience for that month. It is understood that a month begins with the first day of the assignment. Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.

- (f) Teaching experience gained prior to being hired as a contract teacher shall be calculated on the basis of 194 days equals one (1) full year.
- (g) Teaching experience under L7.8 (a), (b) (c) & (e) shall be cumulative from year to year and shall be calculated as follows:
 - 1. each full year of experience shall count as one (1) year;
 - 2. any remaining fraction of a year shall be calculated as follows:
 - (i) less than 0.4 of a school year – No Credit
 - (ii) 0.4 of a school year and less than 0.8 of a school year – 1/2 year credit
 - (iii) 0.8 of a school year to 1.0 school year – 1 year credit

Example: A teacher teaches 0.8 in year 1 and 0.8 in year 2. The teacher shall be paid at step 1 at the start of year 2. The teacher shall have accumulated 1.6 years of experience by the end of year 2 and will be placed at 1.5 grid steps at the commencement of year 3.

Note: Proof of experience shall be furnished as the original of the written statement from the employing Board(s).

L7.9 Non-Teaching Experience

- (a) (i) War service for teachers shall be allowed if deemed eligible by the Teacher Pension Plan Board. The amount of annual increase will be according to the schedule in effect at the time and will be for each year of service.
- (ii) Business or industrial experience shall be paid at the rate of
 - **effective September 1, 2019 - \$341.03 per year**
 - **effective September 1, 2020 - \$344.44 per year**
 - **effective September 1, 2021 - \$347.88 per year**
- (iii) Effective September 1, 2000 each year of business or industrial experience for technical teachers shall count as one year of teaching experience on the grid to a maximum of six years of experience.
- (iv) A teacher who holds Vocational-Commercial Certification and/or Technical Certification and who holds and/or subsequently receives a Canadian degree or its equivalent and has been awarded Intermediate and/or Senior certification shall be entitled to an allowance not exceeding five years for the experience which was a requirement for entrance to the course leading to Vocational-Commercial Certification and/or Technical Certification.
- (v) Other experience desirable for the subject taught including indirectly related business or industrial experience will be considered on its merits at the rate of

- **effective September 1, 2019 - \$227.35 per year to a maximum of \$1,136.77**
- **effective September 1, 2020 - \$229.62 per year to a maximum of \$1,148.14**
- **effective September 1, 2021 - \$231.91 per year to a maximum of \$1,159.62**

Note: Proof of experience shall be furnished as the original of the written statement of the employing firm(s). For the purpose of allowance, the work experience must be full-time work, must be the primary occupation of the person concerned, and must not be work engaged in during vacation periods. Except as outlined in Article L7.9 (a) (iv) above, years of experience which were used to secure entrance to a college of education or to upgrade a teacher's classification may not be used to calculate the experience allowance. Additionally, teachers will not receive less than that which they received prior to acquiring their Certificate of Qualification.

- (b) Part year of industrial or business experience shall be calculated as the fraction of a year as indicated in Article L7.8 (g) multiplied by the appropriate amount listed in Article L7.9 (a).
- (c) Total payments under parts (ii) and (v) of Article L7.9 (a) above shall not exceed
 - **effective September 1, 2019 - \$3,410.30 per year**
 - **effective September 1, 2020 - \$3,444.40 per year**
 - **effective September 1, 2021 - \$3,478.84 per year**
- (d) The total of all allowances in Article L7.9 of this Agreement shall not be paid above the maximum salary indicated in Article L8.1.

L7.10 It is the responsibility of the teacher to furnish proof of experience directly to the Human Resources Department of the Board, within four (4) calendar months of the date of commencement of employment unless further extended by mutual agreement.

L7.11 Retroactive claims for allowances for experience of any type shall not be entertained after four (4) calendar months of hiring unless the claims for allowances for experience of any type were indicated in the application of the teacher and/or the Acceptance of Position form completed at the time of hiring.

ARTICLE L8 – BASIC SALARY GRID AND ALLOWANCES

L8.1 (a) Effective September 1, 2019

STEPS	I	II	III	IV
0	47579	49593	54227	56734
1	50234	52392	57349	60073
2	53020	55344	60646	63625
3	55966	58477	64146	67378
4	59086	61768	67845	71350
5	62369	65242	71751	75559
6	65838	68934	75881	80014
7	69495	72820	80247	84739

8	73365	76923	84880	89739
9	78550	81504	90384	94975
10	83740	86093	95891	101014

Effective September 1, 2020

STEPS	I	II	III	IV
0	48055	50089	54769	57301
1	50737	52916	57922	60674
2	53550	55897	61253	64261
3	56526	59062	64788	68052
4	59677	62385	68523	72064
5	62992	65894	72469	76315
6	66496	69623	76640	80814
7	70190	73548	81049	85586
8	74099	77692	85729	90636
9	79335	82319	91288	95925
10	84578	86954	96850	102024

Effective September 1, 2021

STEPS	I	II	III	IV
0	48535	50590	55317	57874
1	51244	53445	58502	61280
2	54086	56456	61865	64904
3	57091	59652	65435	68732
4	60274	63009	69208	72785
5	63622	66553	73194	77078
6	67161	70319	77407	81623
7	70892	74284	81859	86442
8	74840	78469	86586	91542
9	80129	83142	92201	96884
10	85423	87824	97819	103045

(b) Part-time teacher pay shall be pro-rated to that of the teachers defined in Article L22.3.

L8.2 (a) In addition to the salary outlined in article L8.1 (a), a teacher holding a position of responsibility as a consultant shall be paid the following annual allowance which shall have the effect of piercing the maximum salary.

Effective September 1, 2019	8,820
Effective September 1, 2020	8,909
Effective September 1, 2021	8,998

- (b) (i) In addition to the salary outlined in article L8.1 (a), Major Department Head / **IB Coordinator** shall be paid the following annual allowance which shall have the effect of piercing the maximum salary:

Effective September 1, 2019	4,410
Effective September 1, 2020	4,454
Effective September 1, 2021	4,498

- (ii) In addition to the salary outlined in article L8.1 (a), a Minor / **Assistant** Department Head shall be paid the following annual allowance which shall have the effect of piercing the maximum salary:

Effective September 1, 2019	2,202
Effective September 1, 2020	2,224
Effective September 1, 2021	2,246

L8.3 Post Graduate Degrees and Additional Educational Allowances

In addition to all other allowances, each teacher shall be paid an allowance for post graduate degrees as any one of the following:

- (a) A holder of an approved master's degree except as excluded hereunder, following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive as follows per annum:

Effective September 1, 2019	1,049
Effective September 1, 2020	1,060
Effective September 1, 2021	1,070

- (b) The holder of an approved Ph.D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificate or purposes, will receive the following per annum inclusive of the allowance for an approved Master's degree:

Effective September 1, 2019	1,819
Effective September 1, 2020	1,837
Effective September 1, 2021	1,856

- (c) A holder of an approved Master's degree or a Master of Education degree, following a Canadian degree or its equivalent, where not more than one-third courses are being used for other certificates or purposes above the level of an undergraduate degree will receive, effective January 1, 1975 as follows:

Effective September 1, 2019	483.12
Effective September 1, 2020	487.95
Effective September 1, 2021	492.83

- L8.4 (a) In addition to the salary outlined in article L8.1 (a), a teacher holding a position on Pelee Island shall be paid the following isolation allowance which shall have the effect of piercing the maximum salary.**

Effective September 1, 2019	1593
Effective September 1, 2020	1609
Effective September 1, 2021	1625

- (b) **A teacher holding a position on Pelee Island shall be paid transportation costs for the teacher to and from the island twice monthly by air, or weekly by boat. In the event that a trip is not made, it will be possible for the teacher or spouse, resident on the island, to take that trip during some other week or month.**

L8.5 Pay Dates

- (a) Each school year, each employee shall have the option to receive one of the following methods of payment which will be deposited by the Board into an account designated by the employee and compatible with the Board's payroll program.
- (i) twenty-one (21) payments to be made as follows: advance pay on the first day of school
twenty (20) payments during the school year
hold back pay to be included with the last of the 20 payments
 - (ii) twenty-four (24) payments to be made up as follows: Advance pay on the first school day

Twenty payments during the school year
Three payments: July 15th, July 30th, August 15th, – each payment to include one-third of the holdback.
- (b) Regardless of the method of payment selected by the teacher outlined in L8.5 (a) above, it is agreed that each regular payment will be subject to a hold back of 15% of the gross amount of the regular payment. An advance for the four-month period September to December based on 1.5% per month (6%) of gross annual salary, based on the salary at the time the advance is run, will be paid on the first school day in August or September at the time the advance is run. A hold back for the six-month period January to June based on 1.5% per month (9%) of gross annual salary will be paid in accordance with the method chosen.
- Note: Teachers hired or returned to regular payroll subsequent to the commencement of the school year shall not be paid the advance payment nor shall the teacher be subject to the holdback deduction applicable to the advance.
- (c) The pay dates for the school year shall be the 15th and 30th of each month or the immediately preceding business day if the 15th or 30th fall on a weekend or holiday.
- (d) Members requesting a change in pay schedule will make the request to the Human Resources Department no later than May 15th to be effective June 30th of the current school year.

L8.6 Deductions from Wages

- (a) The Board shall not deduct monies other than regular payroll deductions from an employee's earnings without written consent of the employee.
- (b) (a) will not apply in cases where there is an overpayment of monies as a result of an accumulated sick leave account with a zero balance, payment of cost of supply in accordance with Article L17 or the deduction of a day without pay for disciplinary reasons.
- (c) Both parties recognize that no notice is required when an unpaid day is deducted before the applicable pay is processed to avoid an overpayment.
- (d) **In the event that money must be deducted from an employee's pay, the Board shall notify the employee and the TBU President of its desire to set up a repayment schedule with the employee. Every effort shall be made to put a reasonable repayment schedule in place.**

L8.7 For all calculations, the Board will consider a school year to be 194 working days.

L8.8 For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as eight (8) hours worked.

L8.9 If a teacher is entitled to receive additional compensation resulting from class size overages, supervision/on-call overages or grievance settlements (which do not affect salary), while on a leave of absence for which EI is being received, the payment will be postponed. The teacher will be notified that such payment will be made at their request no later than 6 months after their return to work.

L8.10 If a teacher's pay has been adjusted due to SEB, or a payment resulting from a contract violation, a copy of a sample calculation will be provided to the teacher for each school year.

ARTICLE L9 – SENIORITY

L9.1 In recognition of the discrepancies between the starting dates of the two amalgamating Boards for the school years 1992-1998, the date for first day worked will be adjusted for placement on the seniority list to be the same for both amalgamating Boards and other members of the bargaining unit would then be placed on the seniority list relative to the adjusted first day worked.

L9.2 By January 31, the Employer shall, in conjunction with the Bargaining Unit, have developed a list of all Bargaining Unit members in order of their acquired seniority. The seniority list will be determined in accordance with the provisions of this Article and shall be used for the purposes of declaring surplus and redundant teachers only. The seniority list will record the teacher's qualifications.

L9.3 The seniority system will take effect the date of ratification of this Agreement or such earlier date as the parties may agree.

- L9.4 (a) Seniority shall be the length of continuous secondary teaching as a Bargaining Unit member with the Greater Essex County District School Board and the teacher's immediate predecessor Board with seniority accruing from the first day worked after last date of hire. Approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service.
- (b) For the purpose of placing teachers on the seniority list, the seniority of those teachers who are on fractional timetables will be calculated as if they were working full-time.
- L9.5 A seniority list shall be established for day school teachers
- L9.6 The list shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior at the bottom.
- L9.7 (a) Seniority lists shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than January 31, of each school year.
- (b) In order to be recognized, proof of successful completion of qualifications must be submitted before the commencement of first round staffing.
- L9.8 (a) Appeals of a member's seniority shall be brought to the attention of the Employer by the member as soon as discovered, and if not brought to the Employer's attention within twenty (20) working days, at the time of discovery will be noted but not updated until the next year's seniority list is prepared.
- (b) Requests to remove qualifications from the seniority list not documented on the teacher's certificate of qualification, shall be honoured in accordance with the appeals process outlined in (a) above.
- (c) Notwithstanding the qualifications on the seniority list, a teacher will be accommodated during the staffing process as per the Board's Disability Management Program.
- (d) **At the conclusion of the seniority list appeal process the updated seniority list shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than April 15th, of each school year.**
- L9.9 Bargaining Unit members who commenced teaching on or after January 1, 1998 shall be added to the seniority list based on their first day of work subject to L9.1.
- L9.10 Effective January 29, 2009, should a tie in rank ordering occur, the tie will be broken based on the first day of work. The following criteria shall be used to break the tie:
- (a) total years of secondary teaching experience with the Board and its predecessor boards, **including any Board approved statutory leaves;**
THEN
- (b) total years of teaching experience in Ontario;
THEN
- (c) by a lot conducted by the Bargaining Unit.

L9.11 The seniority rights of a secondary school teacher shall cease for any one of the following reasons:

- (a) a secondary school teacher resigns,
- (b) a secondary school teacher retires,
- (c) a secondary school teacher is discharged and such discharge is not reversed through grievance/arbitration procedures;
- (d) a secondary school teacher is not recalled subsequent to being declared redundant in accordance with Article L12.4 (a);
- (e) a recalled secondary school teacher refuses a fractional or full-time position equivalent to the position which they previously held, unless a reason is given which is satisfactory to the Superintendent of Schools upon consultation with the Bargaining Unit President;
- (f) a teacher's contract is terminated with severance pay.

ARTICLE L10 – STAFFING PROCEDURES

L10.1 District Staffing Committee

- (a) The Board shall maintain a District Staffing Committee (D.S.C.) to implement the staffing requirements of the secondary system as per Article L10.2 and to allocate the system's "minimum eligible course obligations" for classroom teachers and the FTE for Guidance and Library teachers, **non-credit sections, Credit Recovery and sections allocated through Special Education, ESL, and other available funding** to each secondary school. The Committee shall remain active throughout the staffing process as outlined within Article L10 of the Collective Agreement.
- (b) The District Staffing Committee shall be comprised of equal representation, up to **five (5)** Union representatives and up to **five (5)** Board representatives. Any changes to this number shall be by mutual agreement.
- (c) **The District Staffing Committee will develop:**
 - (i) **a guideline of course codes which correlate with subject qualifications for staffing purposes. This guideline will be reviewed by February 15th each year if any changes are necessary;**
 - (ii) **a Section Allocation Spreadsheet for schools to show section allocations based on student course choices, class size maximums and program requirements. This spreadsheet will be reviewed by the District Staffing Committee by March 31st each year if changes are necessary.**
- (d) **The District Staffing** Committee shall meet prior to Round 1 (in school staffing) to examine and discuss the projected enrolment provided by the appropriate Superintendent for the upcoming school year. To enable the D.S.C. to perform such functions, the appropriate Superintendent shall furnish to the D.S.C.:
 - (i) Data on projected enrolment furnished for each school

- (ii) Historical enrolment statistics as published by the Board or other sources
- (iii) Option tally sheets by school and department **as of March 31;**
- (iv) Calculations showing the system's "minimum eligible course obligations" for classroom teachers **and the FTE for Guidance and Library teachers, non-credit sections, Credit Recovery and sections allocated through Special Education, ESL, credit sections using all available funding from the Ministry of Education and other government agencies.**
- (v) Such other information or data which the D.S.C. or its Co-chairpersons may request and is readily available.

Whenever possible, all materials will be provided at least 48 hours prior to the meeting at which it will be discussed. As soon as feasible after the funding information has been made available to the Board, the District Staffing Committee will meet to determine the projected allocation of teachers to schools and to set a calendar of dates required to implement **Round 1** staffing.

- (e) The District Staffing Committee may request the attendance of resource personnel who are employees of the Board.
- (f) Any disagreement of the in-school committee shall be referred to the District Staffing Committee. The District Staffing Committee shall report their decision to the appropriate Superintendent for implementation.
- (g) Staff declared surplus at each school will be staffed during the second round of staffing according to Article L12.
- (h) **The Board agrees that during the District Staffing Process, the Union will be given the opportunity to review the Round 2 staffing process after every pass and/or at the end of each day.**
- (i) **The Board shall allocate a minimum of 99.8% of available sections prior to Round 1. The Superintendent of Secondary Staffing will advise the District Staffing Committee of any deviation of that number prior to Round 1.** The Board shall review staffing at the end of the second week of each semester/term. The Board shall advise the Bargaining Unit President of any reallocation of staff during the school year. Information will be shared with the Bargaining Unit President prior to the second semester to ensure that 100% of staff is allocated to the schools.
- (j) The Committee will review the method of staffing the schools during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies.
- (k) In the event a decision is not reached by the District Staffing Committee on any matter, the appropriate Superintendent shall make a decision. The Union reserves the right to grieve any alleged violations of the Collective Agreement.
- (l) **The District Staffing Committee may decide to return school staffing agreements to the S.S.C. to correct violations of the Round 1 staffing process. This must occur during the appeal process and prior to the commencement of Round 2.**

L10.2 District Staffing Allocation

Note: Subject to Central Terms [Letter of Agreement #3](#) pages 27-29.

For the purposes of staffing in grade 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 regulation.

- (a) The Board agrees to consider other options before assigning students to a teacher during what would normally be non-teaching sections, such as Student Success, Learning Support, Library, Guidance, Credit Recovery and administrative periods. The Principal will discuss with the teacher and the Branch President the rationale before adding additional credit courses.**
- (b) Funds generated by the funding formula for classroom instruction, preparation time, library, guidance and special education cannot be allocated outside of the OSSTF District 9 Teachers' Bargaining Unit.
- (c) The Superintendent of Secondary Staffing shall share the District Staffing Section Allocation Spreadsheet and the final section allocation spreadsheet to schools with the District Staffing Committee and explain factors that led to any adjustments in section allocations.**

L10.3 District Staffing Process

- (a) Declaration forms will be completed for distribution by a date established by the Superintendent responsible for staffing after consultation with the District Staffing Committee including staffing forms such as:
 - (i) transfer requests;
 - (ii) change of F.T.E. requests; and
 - (iii) preference sheets

The forms shall be distributed at least 2 weeks prior to the submission deadline. Preference Sheets shall include an indication of a teacher's eligibility and interest in teaching currently approved Ministry / **Board** programs or subjects for which no Major qualifications **is are** clearly indicated. The Principal shall interview **and select for Principal appointed positions from those candidates who have expressed interest in section B of the SS1 staffing form.**

- (b) The Principal and the Branch President shall review the staffing forms to ensure their accuracy and seek clarification from the teacher if necessary, prior to the submission to the appropriate superintendent.
- (c) In the event there is an unforeseen change of circumstance, such as a reduction in the number of Teaching Appointments, the Superintendent may allow affected teachers the opportunity to amend their preference form before Round 1 staffing.
- (d) When possible, the Board will determine if there will be a reduction in Department Heads or Teaching appointments and notify the Bargaining Unit and the affected teacher(s) of the reduction before the first set of postings for Positions of Responsibility and Teaching Appointments.

- (e) The first round postings of all Positions of Responsibility and Teaching Appointments shall be filled before the first round of staffing takes place.
- (f) When possible, all e-Learning positions **and other positions staffed through a posting process open to secondary teachers** shall be filled before the first round of staffing takes place.
- (g) **Prior to February 15th, the Superintendent of Secondary Staffing, in consultation with the Teacher Bargaining Union President, will determine which teachers will be staffed over with contract teachers, understanding that these teachers are entitled to return to their school if they return to work, subject to staffing provisions.**
- (h) **The Board will contact all teachers on leave, other than the teachers that have been staffed over, to verify their staffing intentions for the following school year.**
- (i) **When there are not enough contract positions available at the end of Round 2:**
 - (i) **The FTE excess staff is determined by the difference between the FTE of the BU and the FTE required for staffing.**
 - (ii) **The teachers that make up the excess staff are determined based on seniority and qualifications starting with the lowest seniority teacher in the bargaining unit, notwithstanding limitations due to restricted subjects.**
 - (iii) **The teachers identified in (ii) will be staffed in Round 2 the following school year.**
- (j) **Prior to Round 2, the DSC shall be provided with the staffing forms submitted to the Superintendent of Secondary Staffing by teachers who were determined to be staffed in Round 2.**

L10.4 School Staffing Committee

- (a) A School Staffing Committee (S.S.C.) shall be established each year in each secondary school with the view to working collaboratively to make a mutually satisfactory joint determination for staffing assignments within each school. The School Staffing Committee shall be comprised of the Principal and the Vice-Principal(s), OSSTF Branch President or designate from the Branch Executive, the CBC Representative and 3 to 5 members annually elected by the staff. The S.S.C. shall be co-chaired by the Principal and the Branch President or designate from the S.S.C. All School Staffing Committee meetings shall be scheduled at a time and location mutually satisfactory to the co-chairs. In the event that a mutually satisfactory time and location cannot be agreed to, the time and location will be determined by the Superintendent and Bargaining Unit President. The S.S.C. shall remain active throughout the staffing process as outlined within Article L10 of the Collective Agreement.
- (b) Prior to the first round of staffing, each school will be provided with an updated staff list that includes current staff, members returning from a leave of absence and going on a leave of absence, teachers who declared for a particular school, and teachers on long

term leaves of absence. Schools will also receive the names of teachers on long term leaves of absence who may be staffed over with contract teachers.

- (c) All documents pertaining to staffing, including but not exclusive to,
 - (i) option tally sheets on or about March 31;
 - (ii) transfer requests;
 - (iii) change of F.T.E. requests; and
 - (iv) preference sheets,
shall be made available to the S.S.C. at the beginning of the staffing process. The Principal will provide the S.S.C. with the preliminary number of sections allocated to each department and the number of sections along with specific course codes for departments in which all members do not have the same teachable subject areas (i.e. senior science, technological **education** and the teachers selected to teach special programs or subjects for which no major qualification is clearly indicated (i.e. Student Success and Credit Recovery).
- (d) The Committee shall review the allocation to the school by the District Staffing Committee of the secondary system's "minimum eligible course obligations" for classroom teachers, including non-credit Special Education and ESL teachers, and Guidance and Library teachers for the school year and will provide feedback to the District Staffing Committee.
- (e) The principal determines the distribution of sections allocated within the school based on student option sheets and program requirements in consultation with Department Heads and the School Staffing Committee. **The Principal will review with the Department Head of the curriculum area section allocation and explain factors that led to any course cancellations and combinations in section allocations.**
- (f) The Committee will determine the assignment of staff within the school upon being allocated staff by the District Staffing Committee. The Committee will provide input to the Principal with respect to the allocation of the school's "minimum eligible course obligations" to each classroom teacher, consistent with the program requirements of the school. The Committee may consult the Department Heads prior to determining the assignments of staff within the school.

L10.5 School Staffing Process

- (a) **Department Heads will be assigned three (3) sections within their respective department prior to Round 1 staffing.**
- (b) **If a Department Head cannot be staffed using the process outlined in Articles L10.5 (f) and (g), the staffing committee may assign the remainder of the Department Head's timetable with sections from their minor teaching area(s).**
- (c) **If a Department Head cannot be assigned a timetable using the protections found in Article L10.5 (a) and (b), the remaining sections will be assigned at the end of Round 1 from the unfilled sections the teacher is eligible and consents to teach being as flexible about qualifications as allowed by the Ontario College of Teachers/Education Act and Regulations.**

- (d) **If a Department Head's timetable cannot be completed using Article L10.5 (c), then the Department Head is declared surplus. The sections previously assigned to the Department Head will be reallocated to the school to be assigned to the current staff in Round 1.**
- (e) Teachers will be assigned a full timetable in accordance with their major subject area qualifications and in accordance with seniority. Teachers on a Letter of Permission who have not yet begun a teacher certification program at a University will be placed on the surplus list and staffed, as needed, during the second round of staffing.
- (f) Teachers who hold major qualifications to teach in more than one subject area and who indicate a preference shall be placed in the subject area(s) of their preference and in accordance with seniority for a minimum of four (4) courses of their timetable.
 - (i) Sections allocated annually by the Principal in special programs or subjects for which no major qualification is clearly indicated (**i.e.** Student Success, Credit Recovery, and Instructional Coaches) shall count towards the number of courses in a preference or the minimum number of courses for a timetable as long as the remainder of the teachers' timetable can be filled with majors or minors according to the regular staffing rules.
 - (ii) Teachers who were reduced from a 1.0 F.T.E. to a partial Teaching Appointment shall be entitled to indicate their preference for the remainder of their timetable.
- (g) Lacking 4 courses in the preferred subject, or 3 courses for technical studies teachers as outlined in **Article L1.1 (c) (ii) 6**, the teacher may either accept the remaining courses, if any, in their preferred subject combined with other courses for which the teacher has major qualifications to make a full timetable, declare **themselves** surplus to the school or accept a timetable as outlined in L10.5 (h), if applicable.
- (h) Lacking a full assignment in a major(s) area, teachers will be assigned, a minimum of four (4) courses, **or three (3) courses for technological education teachers**, of their timetable in a major(s) area with the remainder of the timetable being assigned in their minor teaching areas.
 - (i) such timetables shall be made only to accommodate teachers who cannot fully be time tabled in their major subject area(s).
 - (ii) a full timetable in a major subject area shall not be split in order to accommodate a timetable as outlined in **Article L10.5 (h)**.
- (i) Lacking a full assignment in major(s) or minor(s) as outlined in L10.5 a teacher shall be declared surplus to the school. Should there be more teachers eligible to teach in a subject area than the school program requires, the teacher(s) in the subject area(s) with the lowest seniority will be declared surplus.
- (j)
 - (i) Where a teacher selected for a currently approved Ministry program or subject for which no Major qualification is clearly indicated has lower seniority than a teacher(s) potentially being declared surplus to the school, the teacher potentially being declared surplus shall be accommodated in the school at the end of Round

The potentially surplus teacher(s) have the right to select unfilled sections the teacher is eligible and consents to teach being as flexible about qualifications as allowed by the Ontario College of Teachers/Education Act and Regulations. Where the teacher is unable to be accommodated or does not provide consent, the teacher is declared surplus.

(ii) If the assignment of the initial three (3) sections given to a Department Head, as per Article L10.5(a), directly leads to a more senior teacher becoming surplus, the affected teacher can utilize the rights outlined in Article L10.5(j)(i)

(iii) If there are no sections available in majors and minors through the normal staffing process for a teacher who was reduced from a 1.0 FTE to a partial Teaching Appointment, the teacher has the right to select unfilled sections the teacher is eligible and consents to teach, being as flexible about qualifications as allowed by the Ontario College of Teachers/Education Act and Regulations. If the teacher does not give consent, the teacher will be staffed during Round 2.

- (k) Should there be more teachers eligible to teach in a subject area(s), according to Article L10.5, than the school program requires, the teachers in that subject area(s) with the lowest seniority on the seniority list will be declared surplus to the school. However, where the lowest seniority teacher holds a position of responsibility or Teaching Appointment, the teacher will not be declared surplus.
- (l) Teachers may refuse an assignment within a subject area which they have not taught for more than ten years and declare themselves surplus to a school during Round 1 staffing.
- (m) The unfilled sections that remain after Round 1 will be used in Round 2 staffing. If any changes to the unfilled sections are required, the DSC will be notified of the rationale.**
- (n) When it is necessary to change teachers' staffing assignments from the assignments given in rounds 1 and 2 of the Spring staffing process, the Principal will consult with the **teacher and the** applicable Department Heads, following seniority/qualifications whenever possible, and then inform the Branch President of the necessary changes and the reasons for them as soon as possible. **After Round 2 has concluded, any changes to a teacher's assignment will require mutual consent from the Board and the teacher.**
- (o) In the event the sections outlined in Section B of the SS1 staffing form, that are principal appointed, need to be filled after the staffing process has concluded, the staff will be given an opportunity to express an interest in that position. If a suitable candidate is not found from within the existing staff, the Board may take the necessary steps to fill such position.**
- (p) Timetables for the upcoming school year will be provided to teachers before the end of June when possible. The Board will make every effort possible to provide the teacher at least two (2) teaching day's notice if a timetable change is necessary.**

L10.6 Staffing Appeals Process

- (a) Once a joint tentative staffing arrangement has been reached and signed by the Co-chairs, but prior to it being posted, the Co-chairs shall personally notify those teachers who are tentatively surplus and each teacher shall receive an explanation of how they were declared surplus and be given a copy of the tentative assignments for the entire staff.
- (b) Any member affected by the decision of the S.S.C. may appeal to the S.S.C. using the form provided. The S.S.C. will then meet to decide the merits of the appeal and adjust staffing and repost if necessary. Teachers who have their appeal denied by the S.S.C. shall have the right to appeal to the D.S.C. Appeal requests are to be submitted to the appropriate Superintendent and the TBU president within two (2) full school days of the agreements being posted. The decision of the D.S.C. shall be communicated to the S.S.C. by the principal.
- (c) Final determination for staffing assignments within each school shall not be made until the joint tentative staffing agreements has been posted in the school and teachers have been given two (2) full school days to lodge an appeal as provided for under Article L10.6 (b). If a new tentative staffing assignment is created, as a result of appeals to the S.S.C., it will be posted in the school and teachers will be given two (2) full school days to lodge an appeal. If new appeals are launched after the revised tentative staffing assignment has been posted, the staffing assignment will be forwarded to the D.S.C. for resolution.
- (d) If a teacher's appeal under Article L10.6 (b) has been rejected and after the Principal and the S.S.C. have made a final determination for staffing assignments within the school, the teacher shall have two (2) full school days to notify the Superintendent of their desire to appeal the staffing assignment to the D.S.C. **using the School Staffing Appeal form.**
- (e) If a mutually agreeable joint staffing agreement is achieved at a school, the Principal shall provide copy of agreement to the Branch President at the time of the agreement is signed by both parties.
- (f) If the S.S.C. has not reached a tentative joint determination regarding staffing assignments, both versions will be posted. The S.S.C. shall make a further attempt at a solution after 24 hours. If after such an attempt resolution has not been reached, disagreements shall be submitted to the D.S.C. for resolution. Teachers may express concern with either version by sending the appeal form to the appropriate Superintendent and the TBU president within two (2) full school days of the agreements being posted.
- (g) **The Superintendent of Secondary Staffing shall provide the Principal a copy of the DSC decision and any required changes to Round 1 staffing in writing within two school days, with a copy to the DSC. The Principal shall share this with the SSC.**

L10.7 In the event that a secondary school is scheduled to close, the following procedures shall be followed:

- (a) In the event two or more schools close in one year, it will be considered a merger only if school boundaries are being combined and the resulting school has a new identity. In the case of department heads and teaching appointments being reassigned to a school due to a school merger, the department head or teaching appointment who has been in the position the longest will remain in the position. The department head or teaching

appointment last hired into the position will be the department head or teaching appointment displaced.

- (b) In the event of a single school closure, the Department Heads and Teaching Appointments of the closing school will be considered to be displaced.
- (c) In the event of a school merger or a school closure, Article L15.5 will be used when Department Heads are displaced and Article L14.1 will be used when Teaching Appointments are displaced from the closing school.
- (d) The D.S.C. shall consider the number of students from the closing school enrolling in each receiving secondary school as a percentage of the total number of students from the closing school who are remaining in the system. Teachers shall rank their preference to be staffed at each of the schools receiving students.
- (e) For staffing purposes, the allocation of the staff of the closing school shall be such that teachers of the closing school will be allocated to the receiving secondary schools prior to Round 1 staffing in the same proportion as the students as calculated in Article L10.7 (d) above.
- (f) Upon conclusion of the process described in (c) above, remaining teachers will be allocated to the receiving schools by seniority and location. The appropriate Superintendent will then, in consultation with the Bargaining Unit, distribute the teachers in the various schools.
- (g) The size and proportion of the SSC will be determined by the DSC. At least one teacher from the closing school shall be added to the school staffing committee of each of the receiving schools. In the case of a school merger, the SSC shall be composed of equal proportions of each closing school.

L10.8 (i) In the event of the opening of a new school, after the selection of all department heads and teaching appointments through the interview process, all bargaining unit members shall be able to apply for a transfer to the new school according to the transfer procedures set out in Article L11.

(ii) The staffing of the new school shall be completed based on seniority and qualifications before in-school staffing commences in the other schools, for the opening year of the new school.

ARTICLE L11 – VOLUNTARY TRANSFERS AND VACANCIES

- L11.1 (a) Bargaining unit members who wish to be considered for transfer to another secondary school must inform their Principal in writing using the form provided not later than the Tuesday before March break in the school year immediately prior to the school year for which the transfer shall be effective. The application may specify a school or schools and major subject area of preference.

- (b) **In the event that a Teacher Consultant or Special Assignment Teacher wishes to be considered for a transfer in order to change their “home school” location, the teacher must inform their Supervisor in writing using the transfer form provided no later than the Tuesday before March break in the school year immediately prior to the school year for which the transfer shall be effective. The application may specify a school or schools and identify a major subject area of preference. If a Teacher Consultant or Special Assignment Teacher wishes a regular teaching assignment before the end of their term, the teacher may submit a transfer form and be staffed in Round 2 as a surplus teacher.**
 - (c) Applications for transfer will be considered by the Superintendent during the staffing process. Transfer requests will be considered to fill vacancies in order of seniority. A transfer request will be considered a match to a vacant timetable if the majority of the timetable is in the teacher’s preferred major qualifications as indicated on the transfer form, with the remainder of the timetable in the teacher’s other major or minor qualifications.
 - (d) Notwithstanding Article L11.1 (b), no member will be given a transfer if that transfer would result in a teacher, who otherwise would have a position, becoming surplus.
 - (e) **All teachers will be notified at the end of Round 2 staffing of the status of their transfer request.**
- L11.2
- (a) Requests for transfer as per L11.1 (a) shall remain on file with the superintendent until the staffing process is completed for second semester the following February.
 - (b) Applications for transfer will be considered by the Superintendent for vacancies which are at least one full semester. Transfers will be granted according to the same criteria as outlined in L11.1 (b).
 - (c) Transfers must be rescinded by Board email only, to the appropriate Superintendent prior to **the beginning of Round 2 staffing if the teacher is no longer interested in a transfer for the next school year, or prior to November 30th if the teacher is no longer interested in a transfer for the second semester.**
- L11.3 A vacancy or a new position, other than a vacancy in a position of responsibility or in programs listed in article L14.1 shall be filled according to qualifications and seniority in the following order:
- (a) consideration of relevant transfer requests on file
 - (b) posted according to procedures outlined in L13.1 (a) provided that at least one full term or one full semester remains in the school year
 - (c) The appropriate Superintendent or designate shall fill the vacancy and determine the effective date of appointment to be no later than the beginning of the next semester in the semestered schools.
- L11. 4 An application for a vacant position by a teacher on staff will be considered a commitment to accept the position except in the event that subsequent to the date of the application:

- (a) a position becomes available in the teacher's present school for which the teacher is qualified and the teacher elects to remain in the teacher present school; or
- (b) a position becomes available which is more directly related to the teacher's experience and qualifications and the teacher elects to apply for this position; or
- (c) the teacher and the Superintendent mutually agree that the application will be withdrawn or altered.

L11.5 After the transfer process is exhausted, only the first vacancy or new position shall be posted.

L11.6 Should a vacancy still remain unfilled, part-time teachers wishing to increase their FTE entitlement and holding the appropriate qualifications shall be considered prior to **considering a position vacant for external posting to the occasional teachers**. The Board may take such steps as it considers necessary to fill such position.

Notwithstanding anything herein to the contrary, at no time shall the Board hire personnel from outside the Bargaining Unit or place a principal or vice-principal in a teaching position while there are redundant teachers on recall who are qualified to fill the vacancy.

ARTICLE L12 – SURPLUS / REDUNDANCY / RECALL / TERMINATION / RESIGNATION / RETIREMENT

- L12.1 (a) During Round 2 staffing voluntary transfers according to Article L11 will be considered along with teachers who were declared surplus in order of seniority.
- (b) When there are teachers declared surplus to a school, in accordance with this Article, the **District** Staffing Committee shall assign these teachers to a school based on their subject area qualifications and seniority to assume a vacancy or a timetable for which the teacher is qualified held by a teacher who has the least seniority in the system, excluding department heads, consultants and Teaching Appointments.
- (c) Following the staffing of L12.1 (b) the remaining teachers shall be placed by the appropriate Superintendent, after consultation with the Union, to a vacancy or unfilled position provided that the teacher has major or minor qualifications for the majority of the sections in the vacancy or unfilled position. Where the qualifications are relatively equal seniority will prevail with respect to filling vacancies or unfilled positions under this article.
- (d) **All teachers are subject to being declared redundant according to Article L12.**
- (e) A teacher shall not be declared redundant if
 - (i) **the teacher is eligible and consents to teaching in another subject area and if necessary, receives a Letter of Approval (for subjects which are Partially Restricted by the Ontario College of Teachers/ Education Act and Regulations), or**
 - (ii) **if not enough courses are available to meet the teacher's FTE, then the teacher will be declared excess, and assigned to a full or partial long-term assignment, or**

(iii) if a long-term assignment is not available, the teacher will be assigned to the supernumerary pool on a full or partial basis to meet the teacher's FTE.

- (f) All long term leave requests and requests for reduced timetables shall be considered prior to any teacher being declared redundant.
- (g) The remaining timetables will be posted as vacancies.

L12.2 A teacher who has been declared redundant shall be entitled to their option to one of the following:

- (a) termination of employment with the right of recall in the order of seniority, subject to the teachers being qualified to teach in the timetable in which an unfilled position occurs. Recall rights shall be applicable to part-time as well as full-time timetables.
- (b) The amount of severance pay shall be calculated on the basis of annual salary at the time of redundancy as follows:
Continuous Experience and 5% for each additional year to a maximum of 50% with the Board

	Severance Pay
1 year	0%
2 years	10%
3 years	15%

- (i) The actual payment of severance pay will take place by September 30.
- (ii) A teacher who opts for severance pay loses all rights under the Agreement, with the exception of the right to severance pay, with their employment relationship with the Board considered terminated at the end of the school year or the date the request for severance is approved by the Board, whichever is later.
- (c) termination of employment where the teacher is not entitled to credit by another board of education as provided in Article L12.2 (a) with severance pay at the time of termination of employment plus one-quarter (1/4) of the number of days standing to the teacher's credit in the Board's sick leave plan, subject to any statutory limitation;
- (d) This article is applicable to teachers with more than two years of service. A special leave of absence for the purpose of retraining to qualify for another teaching position with the Board with the term of the period of absence and retraining to be agreed upon by the teacher and the Board, the Board taking into consideration the welfare of the teacher, the facilities available for retraining through the Government of Canada, province of Ontario, O.T.F. and the Board. The Board will pay the teacher's benefits as provided in Appendix L- B and tuition fees. In addition, the Board shall pay the teacher an amount equivalent to 30% of the teacher's salary for the year preceding the commencement of the leave providing such payments do not reduce any amounts that may be available from other sources for such retraining. The right of recall in accordance with Article L12.4 (a) shall be available subsequent to retraining;
- (e) Assignment to a supernumerary pool in order of seniority subject to an opening in the pool.

- (f) Consideration shall be given to assignment to the Elementary Panel subject to an opening for which they are qualified and in order of seniority. In the event that a redundant teacher is assigned to the elementary panel recall will be as follows:
1. Once recalled to a vacancy in the secondary panel, excluding the supernumerary pool, during the year in which a redundant teacher teaches in elementary, consideration will be given, in consultation with the union, to transferring the teacher subject to:
 - (i) The availability of elementary teachers to assume the assignment.
 - (ii) Program requirements of the elementary panel; and
 - (iii) The timing of the vacancy in the secondary panel.
 2. If the transfer is not effected immediately, an occasional teacher will be placed in the secondary panel until the transfer is effected or to the end of the school year, whichever comes first. If the redundant teacher is not transferred during the school year, the teacher will be placed in that vacancy for staffing purposes for the next year.

L12.3 Supernumerary Pool

Teachers who commence employment with the Board subsequent to September 30th, and who therefore have not completed their probationary period by June 30th, shall not be considered for assignment to the Supernumerary Pool outlined below.

- (a) If there are **excess** teachers for whom no position is available and/or teachers on the Recall List, a permanent Supernumerary Pool of up to twelve (12) full-time teachers will be created for the next school year with placement in the pool determined in order of seniority. While occupying a position in the Supernumerary pool, the teacher is considered on notice of transfer and may be placed where needed in schools within the system.
- (b) An **excess** teacher refusing a position in the permanent Supernumerary Pool shall be declared redundant and placed on the Recall List.
- (c) When vacancies are filled from the pool, redundant teachers shall be recalled to the pool in order of seniority.
- (d) The Supernumerary Pool teachers may be assigned duties that include the following or a combination of the following:
 - (i) Occasional Teaching
 - (ii) Other educational assignments appropriate to a qualified teacher.
- (e) Supernumerary Pool teachers will receive full salary and insured benefits.
- (f) A Supernumerary Pool Teacher who is assigned on a regular basis to teach in more than one school on the same day shall receive a mileage allowance reflecting the mileage traveled between each school for each day the teacher is assigned to teach in both schools.

- L12.4 (a) The right of recall shall apply to permanent as well as probationary teachers and shall extend for five years from declaration of redundancy at the date when the teacher became redundant. Such right of recall shall extend to a further five years provided a teacher submits evidence satisfactory to the Board that they have taken refresher courses or has otherwise kept up with the teaching profession. Such teacher's seniority shall continue to accumulate in accordance with the provisions of Article L9. If no position is found within the five or ten years, the teacher's employment will be terminated excluding any provisions of the Agreement.
- (b) The Board shall maintain, publish and post a recall list of redundant teachers in order of most senior teacher to least senior teacher. The list shall contain the teachers' subject areas of qualifications.
- (c) Redundant teachers must notify the appropriate Superintendent by registered letter no later than March 1 of each year that they wish to remain on the recall list for the following school year.
- (d) Teachers on the recall list shall be responsible for informing the Board and District 9 of any new areas of qualification and of any change of address.
- (e) The Board shall notify teachers being recalled in writing by registered mail and such teachers shall notify the Board of acceptance no later than 14 days after receipt of recall notice. A teacher, unable to notify the Board of acceptance within 14 days due to injury, illness or other reason deemed acceptable by the appropriate Superintendent shall not lose future recall rights.
- (f) Teachers will be recalled to the Supernumerary Pool in order of seniority when there is an opening.
- (g) A teacher has the right to refuse recall to a position offered by the Board based on travel, geographical considerations, without prejudice to the teacher's recall rights.
- (h) Teachers on the recall list will be entitled to continue to be enrolled in the benefit plans in which they were enrolled immediately prior to being declared redundant with the employee paying 100% of the premiums.

L12.5 A teacher may elect to refuse to displace another teacher and be placed on the recall list or Supernumerary Pool if a position is open.

L12.6 A teacher on probation or a permanent teacher whose employment is terminate due to redundancy shall receive a letter from the Board stating redundancy as the reason for termination.

L12.7 Termination of Employment/Retirement/Resignation

- (a) A teacher shall notify **the** Superintendent of Secondary Staffing of their intention to resign/**retire** by:

-October 1 resign/**retire** effective November 30 or
-November 1 resign/**retire** effective December 31 or January 31 or
-February 1 resign/**retire** effective April 30 or
-April 1 resign/**retire** effective June 30 or August 31.

- (b) Any vacancy created by an April 30th retirement will be filled for the remainder of the year by a long term occasional teacher.
- (c) Nothing herein prevents an employee and the Employer from mutually agreeing to the employee's resignation at any time.
- (d) The Employer and an employee who is a night school or summer school continuing education teacher shall give written notice to the other of not less than two weeks should either wish to terminate the employee's employment:
 - (i) before the last day of the course(s) being taught by the employee; or
 - (ii) provided that fewer than two weeks are to elapse before the start time of the course.
- (e) If the second semester begins before February 1st, the Board will permit the retiring teacher to retire on January 31st and post and fill the remainder of their timetable for the full second semester. It will be understood that the retiring teacher will still report to work up to and including January 31st and perform duties as assigned by the Board.

ARTICLE L13 – POSTINGS & INTERVIEWS

L13.1 (a) (a) A posting for a position of responsibility, ~~or Teaching Appointment~~, **or Special Assignment Teacher** must:

- (i) indicate the schools and subject areas of the vacant positions.
- (ii) be posted for a duration of seven (7) school days.
- (iii) indicate that the candidate must have completed the necessary experience and provided the board evidence of the completed qualifications at the time of the application
- (iv) allow teachers to indicate which location(s) are being applied for when multiple work locations are posted
- (v) require five (5) years secondary contract teaching experience**
- (vi) be provided to the Bargaining Unit President for consultation before being posted**

- (b) The effective date of the appointment **to a Position of Responsibility, Teaching Appointment or Special Assignment Teacher** will be determined by the appropriate superintendent or by the superintendent responsible for staffing, but no later than the commencement of the following semester **or at another time with mutual consent of the Teacher and the Board.**
- (c) Where a position of responsibility, ~~or Teaching Appointment~~, **or other Special Assignment Teacher** becomes vacant subsequent to the first round of staffing:

- (i) the position shall be posted and filled as soon as possible but not over the summer months; and
 - (ii) where filling a Position of Responsibility from the list of qualified candidates would result in a Member at the school becoming surplus to that school, the effective start date may be adjusted to no later than the start of the next school year/semester following the next staffing process to minimize program disruption with the consent of the Bargaining Unit President. An acting head shall be appointed as outlined in L15.6 (a), (b), (c) and L13.1 (e).
- (d) All candidates meeting the requirements outlined in the posting will be granted an interview.

Candidates shall be informed:

1. at least **forty-eight (48)** hours in advance of the interview
2. the expectations of the process (items to be submitted or brought to the interview, the format of the interview)
3. the selection shall be based on the interview, the application package, and the teacher's most recent Teacher Performance Appraisal

In the event that an applicant is found not suitable for the position, the appropriate Superintendent of Education or designate shall, at the request of the applicant, meet with the applicant and provide appropriate feedback.

- (e) In the event that no candidate is found suitable for the position, or the successful candidate is on a leave, the Board shall post an expression of interest for a replacement and appoint from the incumbent staff, with mutual consent, an interim replacement for up to one school year. The Board will consider seniority and qualifications when appointing interim replacements. **Those that have expressed an interest and are not successful shall receive feedback upon request.** For LST, if there are no interested teachers with the Special Education Specialist, then Special Education Part 2 can be considered.

L13.2 At the conclusion of staffing, the successful teachers selected for Positions of Responsibility, Special Assignments and Teaching Appointments shall be announced through the secondary contract teacher email list. Omissions shall not result in a grievance.

L13.3 When possible, all e-Learning positions and other positions staffed through a posting process open to secondary teachers, shall be filled before the first Round of staffing takes place.

L13.4 The Board shall offer a professional development session about the selection process for positions which require an interview. This professional development session will take place prior to March 31st each school year.

ARTICLE L14 – TEACHING APPOINTMENTS

L14.1 Teaching Appointments

- (a) Teachers applying for full timetables in Guidance, L.S.T., S.T.E.P.S and Alternative Education Settings (**such as PASS and Trillium Learning Centre positions**), shall be interviewed by a team led by a Supervisory Officer or designate. The successful candidate shall be assigned to a Teaching Appointment position.
- (b) Teachers applying for positions in W.C.C.A. Expanded Arts with a timetable of at least three or more sections in that area shall be interviewed by a team led by a Supervisory Officer or designate. The successful candidate shall be assigned and appointed to a Teaching Appointment position. Each year the remainder of the timetable shall be filled by qualifications and seniority according to the regular staffing process. Where necessary, unfilled sections at the end of round 1 will be used to provide a full timetable using the flexibility regarding qualifications allowed by the Ontario College of Teachers/ Education Act and Regulations.
- (c) Notwithstanding L14.1 (a) and (b) the above, these teachers are subject to being declared redundant according to Article L12.
- (d) A Teaching Appointment will only be offered to the successful applicant through the interview process. If no such person is available to be given that assignment or there are insufficient sections to create a complete timetable for a Teaching Appointment the sections shall be filled as part of the normal staffing process for that school year.
- (e) To be eligible for a Teaching Appointment, a teacher shall hold the appropriate qualification and have five (5) years secondary **contract** teaching experience.
- (f) In the event there is a reduction in the FTE of Teaching Appointments in a work location, if there is more than one teacher in that type of Teaching Appointment, the teacher last hired into the Teaching Appointment position will be displaced and considered surplus to the position or subject to the reduced FTE in the Teaching Appointment. Where there is a tie in which teacher was last hired for Teaching Appointments, the tie will be broken by applying the rules of Article L9.00– Seniority.
- (g) Any teacher fully displaced from a Teaching Appointment shall have the opportunity to bump into the Teaching Appointment position of the teacher last hired into a position in the same type of Teaching Appointment. PASS teachers can bump into other PASS positions in other locations with similar qualifications. New Beginnings 1 and 2 teachers can opt to bump between the two programs. **Maryvale teachers can bump into other Maryvale positions with similar qualifications.**
- (h) Any teacher whose Teaching Appointment is subject to a reduced FTE shall have the opportunity to fill the reduced timetable or opt to return to the regular staffing process.
- (i) Any teacher fully displaced from a Teaching Appointment choosing not to bump into the position of the teacher last hired into the position, or any teacher subject to the reduced FTE in the Teaching Appointment, shall have the option to be placed on a recall list for two (2) years or forfeit their Teaching Appointment. While on recall, the teacher will be offered the first available position in that type of Teaching Appointment. Declining the offer will forfeit the right of recall, except in the case where a teacher remained in a Teaching

Appointment with a reduced timetable and a 1.0 FTE Teaching Appointment becomes available again in that work location. For the purpose of this Article, teachers surplus to Alternative Education sites will be offered the next vacancy with similar qualifications in any Alternative Education site for the next two (2) years.

- (j) (i) In the event a teacher in a Teaching Appointment in a secondary school wishes to return to a regular teaching assignment, is declared surplus to a Teaching Appointment or has had the FTE of their Teaching Appointment reduced, the teacher may submit a preference form to their current work location if the teacher has been working in that school for two (2) years, or to their current or previous work location if their position was eliminated or reduced within the first two (2) years.
- (ii) In the event a teacher in a Teaching Appointment in a work location other than secondary school is declared surplus to a Teaching Appointment, the teacher may submit a preference form to their previous work location as a contract teacher or choose to be staffed in Round 2 as a surplus teacher.

ARTICLE L15 – CONSULTANTS / DEPARTMENT STRUCTURE / DEPARTMENT HEADS

L15.1 A posting for a position of responsibility will follow the process outlined in Article L.13.

L15.2 Consultants and Special Assignment Teachers

- (a) Consultant positions and Special Assignment Teachers are four (4) year term positions. If the Board has not secured funding for a Special Assignment Teacher for more than one year, the first year of Special Assignment will be considered interim. Should restructuring or funding result in a teacher losing or significantly changing the Consultant or Special Assignment Teacher position, prior to the end of the term appointment or should a teacher choose not to reapply for a position or be unsuccessful in the application to renew the term the teacher shall return to:

- (i) a vacant headship, if the teacher was formerly a head in a subject area for which the teacher holds the appropriate qualifications. If no such headship is available, the teacher, for two (2) years, will maintain the headship allowance and recall rights to the first available headship, for which the teacher holds appropriate qualifications.

In the event the teacher turns down a headship offer, the teacher will forfeit recall rights and allowance.

- (i) a vacant teaching appointment in the same subject area for which the teacher held the position prior to becoming a Consultant or Special Assignment Teacher. If no such teaching appointment is available the teacher shall maintain recall rights to the first available Teaching Appointment in that subject area, for two years.
- (iii) the same school assigned prior to becoming a Consultant or Special Assignment Teacher for Round 1 staffing, subject to staffing procedures or may choose to be considered surplus and staffed in second round through a transfer request in order of seniority and preference if possible.

- (b) In cases where a teacher loses the consultant position due to restructuring, the consultant will maintain the consultant allowance for a maximum of two years or to the end of the term appointment, whichever comes first.
- (c) Notwithstanding paragraph (b) above, it is understood that only one allowance for positions of added responsibility shall be paid. There is no allowance for Special Assignment Teachers, but Department Heads will continue to receive their allowance while filling the position of a Special Assignment Teacher.
- (d) Consultants and Special Assignment Teachers selected from the OSSTF TBU shall have at least five (5) years **contract** secondary teaching experience.
- (e) Consultants selected from the OSSTF TBU shall hold a specialist or honours specialist qualification in one of the subjects taught in the portfolio, if applicable.

L15.3 Department Structure and Department Headships

- (a) All secondary schools **will have a consistent department structure that incorporates the following:**
 - **Student Services**
 - **Arts**
 - **Business (includes Co-op and G _courses)**
 - **Canadian and World Studies**
 - **Computer Science**
 - **English**
 - **Health and Physical Education**
 - **Languages**
 - **Mathematics**
 - **Science**
 - **Social Science and Humanities**
 - **Technological Education**
- (b) **All secondary schools that offer any of the following programs, will have departments in these areas:**
 - (i) **English as a Second Language (ESL) and English Literacy Development (ELD)**
 - (ii) **My Achievement Pathway to Success (MAPS)**
 - (iii) **Skills to Enhance Personal Success (STEPS)**
 - (iv) **Walkerville Creative Centre of Arts (WCCA)**
- (c) **Secondary schools with International Baccalaureate (IB) Programs shall be assigned an International Baccalaureate Coordinator that shall act as the Department Head of the Program. IB Coordinators shall receive compensation equivalent to a Major Department Head.**

- (d) The criteria to determine the type of Department Head/Assistant (Major/Minor) assigned to each department shall be:

Type	Description	Minimum # of sections
Major Department Head	Student Services, Canadian and World Studies, English, Mathematics, Physical Education, and Science	12
Major Department Head	Technological Studies	18
Major Department Head	All other departments	24
Minor Department Head	Technological Studies	9
Minor Department Head	All other departments	12
Assistant Department Head	Technological Studies	45
Assistant Department Head	All other departments	60
Major Department Head of a Program (two (2) administrative periods)	ESL, MAPS, WCCA, STEPS	16
Minor Department Head of a Program	ESL, MAPS, WCCA, STEPS	1-15
IB Coordinator (two (2) administrative periods)	International Baccalaureate Programs	16

- (e) Courses such as MAPS credit bearing subject courses and ELL sheltered subject courses shall be counted towards their respective curriculum departments.
- (f) If a department is not large enough to meet the minimum sections required for a Minor Department Head, the following combinations shall occur:
- (i) Computer Studies shall be combined with the Mathematics department.
 - (ii) Technological Studies shall be combined with the Humanities department.
 - (iii) Social Sciences and Humanities shall be combined with the Arts department.
 - (iv) The District Staffing Committee shall meet to consult on any scenario which is not covered in 15.3 (f) (i), (ii), and (iii).
 - (v) In the case where a mutually agreed upon solution cannot be reached, the final decision rests with the Board.
- (g) **Public Alternative Secondary Schools (PASS)** shall have a Major Department Head at each work location where there are **eighteen (18) or more sections**. PASS shall have a **Minor Department Head** at each satellite location where there are fewer than **eighteen (18) sections**.

L15.4 **Major/Minor/Assistant Department Heads**

- (a) **Major** Department Heads shall hold a specialist or honour specialist qualification in one of the subjects **at the Intermediate or Senior level** taught in **respective curriculum departments** and have five (5) years secondary **contract** teaching experience.
- (b) **Major** Department Heads shall hold a special education specialist to be appointed to either a **MAPS** Program or STEPS Program, and have five (5) years secondary **contract** teaching experience
- (c) **Major** Department Heads of **Technological Education** shall hold an honours **Technological Education** specialist qualification and have five (5) years secondary **contract** teaching experience.
- (d) **Minor Department Heads and Assistant Department Heads shall be appointed by the Principal. Assistant Department Heads will receive compensation equivalent to a Minor Department Head. The selection process will be as follows:**
 - (i) **Minor and Assistant Department Head positions shall be posted annually on an interim basis.**
 - (ii) **Principals shall post an Expression of Interest to the incumbent staff after the completion of round 2 staffing and before June 30th, for positions effective September 1st of the following school year.**
 - (iii) **The successful candidate will hold, at minimum, a Major Qualification at the Intermediate or Senior level in the respective curriculum department taught in that organizational unit, and have five (5) years secondary contract teaching experience.**
 - (iv) **The successful candidate must be assigned, and remain assigned, sections in the respective curriculum department.**
 - (v) **The Board will consider seniority and qualifications when appointing Minor and Assistant Department Heads.**

- L15.5 (a) Where there are more major **Department Heads** in the secondary system than will be required to operate programs in the schools, the department head being displaced shall have the opportunity to bump into the head's position last hired into a position of added responsibility, where the appropriate qualifications are held, in the same department.
- (b) Any **Major Department Head** choosing not to bump into the position last hired as outlined in **L15.5 (a)** above, shall have the option to be placed on a recall list, for two (2) years, or forfeit their department headship.
 - (c) Where there is a tie in which teacher was last hired for **Department Heads** the tie will be broken by applying the rules of Article L9 – Seniority.

- (d) If a Guidance Department Head is bumped, due to L15.5 (a), the teacher shall be given the option of bumping the teacher last hired into a Guidance Teaching Appointment according to Article L14.1
 - (e) Any teacher whose **Major** headship becomes redundant due to the process outlined in L15.5 (a) will continue to receive the headship allowance for two years. The teacher will be placed on a recall list for up to two years. While on recall, the teacher will be offered the first available headship for which the teacher is qualified. Accepting the offer will not negatively impact the allowance. Declining the offer will forfeit the allowance and the right of recall.
- L15.6 (a) Interim heads appointed by the Board shall receive, with the exception of staffing protection in the first round, all of the rights and privileges as outlined in the collective agreement for Major, Minor **and Assistant** Heads including remuneration.
- (b) An interim head shall be appointed by the Board to assume the duties of a person in a position of responsibility who will be unable to fulfill their duties, due to absence, for 20 days or more. In the event that there is advance notice of this absence, the duties shall be assigned from the onset of the absence or at the earliest notification prior to 20 days.
- (c) In the event that a department contains both a major and an **Assistant Department Head** and the major **Department Head** is the person who will be absent, the **Assistant Department Head** shall be appointed by mutual consent to act as the major **Department Head** and the temporary replacement shall be found for the **Assistant Department Head** position as outlined in L13.1 (e).
- L15.7 (a) The District Staffing Committee shall monitor department section allocation annually. A change between Major and Minor status of a department, under the criteria found in L15.3 (d), shall not be made unless the section allocation is consistent for a minimum of two (2) consecutive years.**
- (b) In cases where the sections in a Major subject area(s) allocated for a Major Department **fall below the minimum requirement for two (2) consecutive years**, the Major Department **Headship will become a Minor Department Headship**. If the subject area(s) qualifies for a Minor Head, the department will have a Minor Head and the Minor Head allowance will be given. The incumbent major head may choose to bump, **be placed on a recall list, or forfeit their headship**, as per article **L15.5**.
- (c) In cases where the sections in a Minor subject area(s) allocated increase to that of a Major Department for two (2) consecutive years, the department will have a Major Headship and the position shall be posted as per article **L13.1**.
- (d) **In cases where the sections in a Minor subject area(s) allocated fall below the minimum requirement for two (2) consecutive years, the Minor Department Headship will cease and the subject area sections will be combined with another department, as per article L15.3 (f).**

ARTICLE L16 – STATUTORY LEAVES AND SUPPLEMENTARY EMPLOYMENT BENEFIT (SEB)

L16.1 Pregnancy/Adoption/Parental Leave

Note: *Subject to Central Terms Letter of Agreement #6 pages 50-53*

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

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

L16.2 Pregnancy/Adoption/Parental Leave

- (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- (b) In order to facilitate their replacement, teachers are encouraged to inform the Superintendent responsible for staffing, in writing, of the expected commencement of their pregnancy/adoption/parental leave at their earliest convenience. For Pregnancy Leave the actual dates may be altered for medical reasons; for Parental Leave these dates may be altered, depending in the case of adoption, on the date on which a child becomes available.
- (c) The Board will provide, when requested, records of employment for pregnancy/adoption/parental leaves.
- (d) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than **seventy-eight (78)** weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.
- (e)
 - (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the teacher and the appropriate Superintendent. The return date will be determined prior to the commencement of the leave **and can be adjusted based upon mutual agreement between the teacher and the Board.**
 - (ii) In special circumstances, a **pregnancy/adoption/parental** leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent upon a request by a teacher, such leave to terminate on a date mutually agreed by the teacher and appropriate Superintendent by not to exceed beyond the end of the school year.
 - (iii) An employee who has a miscarriage or stillbirth within the 17 week period preceding the due date is eligible for pregnancy leave. The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is **twelve (12) weeks** after the birth, still-birth or miscarriage.
- (f) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act (seventeen (17) week pregnancy leave maximum and **sixty-one (61)** week parental leave maximum), allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (e) (i) or (ii) above or another leave has not been granted under other Articles of the Collective Agreement.
- (g) A teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.
- (h) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be

entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Article L9.

- (i) The Board shall provide for teachers on adoption/parental leave **that have not accessed pregnancy leave or the SEB plan**, a supplementary unemployment benefits plan approved by the federal government. The plan **will top-up the teacher's salary to 100% for up to two (2) weeks**. Any period that falls within the Christmas holiday, March break, or summer holiday will not be paid. To receive pay, the employee must forward to the Human Resources Department, proof of receipt of pay from EI. An application for pregnancy/**parental** leave as well as a medical/**birth/adoption** certificate identifying the expected date of birth/**arrival** is required prior to the employee taking their leave as per the **Employment Standards Act**.
- (j) The Board shall provide for teachers on pregnancy leave, a supplementary unemployment benefits plan approved by the federal government, in addition to the SEB top-up in Article L16.1. The plan will top-up the teacher's salary to 100% for two (2) weeks. Any part of the two (2) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the two (2) weeks of top-up shall be payable after that period of time. To receive pay, the employee must forward to the Human Resources Department, proof of receipt of pay from EI. An application for pregnancy/parental leave as well as a medical/birth/adoption certificate identifying the expected date of birth/arrival is required prior to the employee taking their leave.

L16.3 Family Medical Leave and Critically Ill Child Care Leave

Note: *Subject to Central Terms C8.00 pages 15-16*

Teachers are entitled to Compassionate Care Leave/Family Medical Leave in accordance with the *Employment Standards Act* for the purposes of caring for or supporting a family member who is gravely ill with a significant risk of death.

ARTICLE L17 – SHORT TERM PAID LEAVES OF ABSENCE

L17.1 Teachers shall be entitled to short-term personal leave each work year without loss of salary, sick leave, benefits, experience or seniority, subject to the limitation(s) as listed below. A teacher shall make reasonable efforts to complete the Request for Leave Form before taking leave in accordance with Article L17. Where an emergency prevents prior notification of the need for leave, a teacher shall notify the supervisor verbally as soon as possible of the leave which has been taken, and confirm the leave in writing to the supervisor. The Board reserves the right to request additional documentation to substantiate leaves in Article L17. The employee shall not be entitled to leave under Article L17 during the period of scheduled inactive employment.

LEAVE CATEGORY**LIMIT IN DAYS**

- | | |
|---|--------------------------|
| 1. Serious illness of spouse or equivalent, parent, child, grandchild, sibling, mother or father-in-law, foster child or total dependent
(Note: This article is invoked in emergency situations or serious illness and is confined to one day per illness. If circumstances require more than one day an application should be made under Article L17.2) | 1 day
per occurrence |
| 2. Death of those mentioned in (1) | 5 days
per occurrence |
| 3. Death of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, or grandparents | 3 days
per occurrence |
| 4. Funeral of relative or friend not mentioned above | 1 day
per occurrence |

Note: Days under #2-4 may be taken for all observances and rituals associated with one's religious/cultural beliefs such as but not limited to funeral services, memorial services, visitation and/or ceremonies where only available during working hours.

It is understood that bereavement days will be taken consecutively, immediately following the death unless special circumstances require an exception with prior approval authorized by the Superintendent of Human Resources or designate. Approval of bereavement requests will not be unreasonably withheld.

For #1-4 biological, adoptive, and step relationships or relationships through marriage will be recognized as equivalent to those identified above unless specifically included in another leave category.

- | | |
|---|---|
| 5. Quarantine or other orders by health authorities | Period certified
by health
authorities |
| 6. (a) Court appearance and other tribunals if not a party to the action, but if summoned as a witness. | Period
required by
Court/tribunal/
hearing |
| (b) Court appearance and other tribunals party to the action | 1 day per
occurrence
(additional days at
cost of supply if used) |
| 7. (a) Hearing of court appearance for the Ontario College of Teachers, if not party to the action, but if summoned as a witness | Period required
for hearing/court |

(b) Hearing of court appearance for the Ontario College of Teachers party to the action	Period required for hearing/court
8. Jury Duty	Period required by the court
9. Adoption or birth of child	2 days per Occurrence
10. Adoption or birth of grandchild	1 day per occurrence
11. Attending summer courses leading to a teaching certificate that commence prior to the end of the school year.	Period required by the faculty
12. Writing University or similar Examinations and attending one's own Graduation	1 day per occurrence
13. Religious Holy Days	2 days per Board Policy

Note: Additional time may be granted by the Superintendent of Human Resources or designate when required for traveling.

L17.2 Leaves shall be granted, by the Superintendent of Human Resources or designate, up to a maximum of three (3) school days or six (6) half days per year to attend to personal, legal or family emergencies **and or matters** that could not be conducted on other than school time.

L17.3 Teachers shall be entitled to up to two (2) personal leave days or four (4) half days each year. The teacher does not have to provide the principal with a reason for absence. These days shall not be unreasonably withheld and shall not be used to extend any other type of leave, i.e. Christmas or March break, summer holiday and/or statutory holidays (Thanksgiving, Easter, and Victoria Day weekends). Exceptions may be approved by the Superintendent of Human Resources or designate. These days will be allowed without loss of salary, sick leave, benefits, experience, or seniority. The teacher's timetable shall not be covered internally by on calls and/or supervisions and the teacher shall reimburse the Board \$160.00 per leave day.

The teacher shall make such a request to the Principal at least five (5) school days in advance of the leave date. Exceptions to the notice period may be approved by the Principal.

L17.4 Miscellaneous Leaves

Miscellaneous leave may be granted by the Superintendent of Human Resources or designate to a teacher without loss of salary, sick leave, benefits, experience, or seniority but with the teacher assuming the cost of the occasional teacher if required and called to replace the teacher on leave. Such leaves shall be granted for the purpose of:

- (1) attending summer courses leading to a bona fide degree that commence prior to the end of the school year;
- (2) attending a university course required for admission to an Ontario College of Education;
- (3) attending meetings, conventions or other conferences of a political party or OSSTF;

- (4) attending a graduation of member of the immediate family.
- (5) special circumstances for reasons approved by the Superintendent of Human Resources or designate

L17.5 Leaves may also be granted or extended under this Article to accommodate special circumstances **(e.g. domestic violence)** for reasons approved by the Superintendent of Human Resources or designate.

L17.6 Leave of Absence for Federation Duties

- (a) The Union may have at its discretion the number of full-time equivalent teachers relieved from teaching duties at no cost or loss to the individuals concerned as is approved by the membership. Salary is based on the teacher's permanent position. The Union will reimburse the Board for salary, allowances and benefit costs that are applicable to the lowest paid teacher.
- (b) The Board shall excuse from teaching duties members of the Bargaining Unit Negotiation Committee, at no cost or loss to the individuals concerned, to attend negotiation sessions with the Board. The Union will reimburse the Board for any occasional teacher required and employed by the Board to cover the absence.
- (c) At the request of the Bargaining Unit President, the Board shall excuse from teaching duties, at no cost or loss to the individuals concerned, members of the Bargaining Unit who must be absent during working hours to carry out Union related business provided the Union reimburses the Board for the cost of any replacement teacher required.
- (d) A teacher elected or appointed to a position with Provincial OSSTF shall be granted an unpaid leave of absence.
- (e) **(i) The Board shall endeavor to invoice the union for reimbursement costs within twelve (12) months after the date that the cost is incurred.**

(ii) The Board shall invoice the union for reimbursement costs related to the time-release officers no later than September of the next school year.

ARTICLE L18 – LEAVES OF ABSENCE – EXTENDED

- L18.1 (a) Leaves of absence without pay for a period up to one year may be granted by the Board on the recommendation of the Superintendent responsible for staffing to a permanent teacher at the time the application is made. Such recommendation will be made by the Superintendent responsible for staffing provided the system is not adversely affected.
- (b) A teacher shall apply in writing to the Superintendent responsible for staffing for a leave of absence without pay not later than October 15 for a leave of absence beginning January 31, in semestered schools, and not later than April 1 for a leave beginning September 1. Requests for other start dates will be considered by the Board in cases of emergency on compassionate grounds.

- (c) A leave of absence granted by the Board may be extended for further periods provided the teacher's request for such an extension complies with the appropriate deadlines of Article L18.1 (b).
- (d) If a teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision not later than April 1 for the following September and not later than November 30 for the following January.
- (e) The teacher may at their expense maintain their employee benefits. The responsibility for making these arrangements rests with the teacher.
- (f) **Within one (1) month of receiving a request for a leave under Article 18.01, the Board will notify, in writing, the teacher whether the leave is approved or denied. In the event that a request is denied, the Board shall explain the reason for the denial in the written notification to the employee.**
- (g) **An employee engaged in military service or elected to political office who requests a leave to perform these duties shall be granted a leave of absence. Upon completion of their duties/term and notwithstanding transfers in Article L11, the employee shall return to the position they held prior to the leave of absence, at the same location, if the job still exists. The employee shall continue to accumulate seniority while on a leave to perform military duties or serve a term of political office.**

- L18.2 (a) Applications by full-time teachers to teach fractional timetables, e.g., a half timetable or one semester in a year, may be granted by the appropriate Superintendent, provided there are qualified teachers in the system available to teach the remainder of the full timetable.

The Board agrees that applications made under this article can be recognized as part of a position-sharing program.

- (b) For the purpose of placing teacher on the seniority list only, in accordance with seniority, the seniority of those teachers who are on fractional timetables will be calculated as if they were working full-time.
- (c) Written application of full-time teachers requesting fractional timetables must be submitted to the Principal no later than October 15 for the second semester of the following year and no later than the Tuesday before March Break for the following school year.
- (d) Teachers requesting to return to full timetable teaching must apply in writing to the Principal no later than the Tuesday before March Break to be effective in the following school year. Such teachers will be treated as full-time teachers and the provision of Surplus/ Redundancy Articles will apply in the same fashion as they do to other full-time teachers.

L18.3 Deferred Salary Leave Plan

- (a) Description
 - (i) The Deferred Salary Leave Plan is an "X" over "Y" plan where "Y" is 3, 4, 5, 6 or 7 and "X" is 0.5 or 1 less than "Y".

The plan has been developed to afford teachers the opportunity of taking one semester or one (1) academic year leave of absence with pay by spreading "X" year's salary payments over a continuous "Y" year period.

Example: One (1) academic year leave of absence with pay spreading over six ("X") year's salary payments over a continuous seven ("Y") year period.

Example Calculations:

(a)	Teach "x" years	Over "y" years	Estimated % salary
(b)	2.5	3	83.333%
(c)	3	4	75%
(d)	4	5	80%

- (ii) A teacher wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- (b) Eligibility
 - (i) Any teacher having three (3) years seniority with the Board is eligible to participate in the plan.
 - (ii) Any teacher returning from leave shall remain in the employ of the Board for a period of time at least equal to the period of time the teacher was on leave. The year of leave cannot be taken in the year prior to retirement as stipulated in the *Income Tax Act*.
 - (iii) Throughout the period of leave of absence, the teacher can not receive any salary or wages from the Board other than the amount by which the teacher's salary under the plan was deferred.
- (c) Application
 - (i) A teacher must make written application to the Superintendent **responsible for secondary staffing** on or before **April 1** requesting permission to participate in the plan.
 - (ii) Written acceptance, or denial, of a teacher's request, with explanation, will be forwarded to the teacher by April **30** in the school year the original request is made.
 - (iii) Approval of individual requests to participate in the plan shall rest solely with the Board. The total number of leaves granted to be taken in any one school year shall not exceed ten (10) percent of the occasional teachers' cap as outlined in the OSSTF District 9 Secondary Occasional Teachers' Collective Agreement.
 - (iv) A teacher who has been denied a leave request under L18.3 (c) (iii) shall be allowed to submit another X/Y plan within two (2) weeks of the receipt of the denial.
- (d) Salary Prior to the Year of Leave
 - (i) During the years of the plan prior to taking the leave, a teacher will be paid X over Y of their proper grid salary and applicable allowances including COLA. The remaining 1 over Y of annual salary and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.

- (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.
 - (iii) A teacher will be provided with an annual statement of their leave plan account each September; however, a teacher does not have access to or a right to the funds in the leave plan account until the year of leave or withdrawal from the leave plan.
- (e) Benefits During Participation in the Plan
- (i) The Board will pay 100% of its share of the teacher's employee benefit costs in the non-leave years of the plan.
 - (ii) Teachers will pay 100% of the employee benefit costs during the year of leave.
- (f) The amount received by a teacher during the year of leave will be the amount accumulated in the individual leave plan account. The amount of interest accrued to the end of each calendar year shall be reported for tax purposes in that year and paid by the end of February in the subsequent calendar year as per CRA rules.
- (g)
- (i) On return from leave, a teacher will be assigned to their same position (including position of responsibility), or if due to declining or changing enrolment patterns said position no longer exists, such teacher will be governed by the appropriate terms of this Agreement.
 - (ii) A teacher participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
 - (iii) During the Y year, the Board will deduct and remit amounts to OTPP as required by the Teachers' Pension Act.
 - (iv) Should a teacher die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the teacher's beneficiary as indicated on the group life certificate.
 - (v) No one will be granted leave under this plan who has been on sabbatical leave and has not fulfilled all of the requirements of their previous leave.
 - (vi) A teacher declared redundant while on the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days or withdrawal from the plan.
 - (vii) A teacher may withdraw from the plan any day prior to taking their leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the teacher within sixty (60) days of notification of their desire to leave the plan.

- (h) (i) The teacher may, at their discretion, defer the leave for one (1) semester or one (1) year. The Board will be notified in writing at the time of application or prior to April 1 of the year in which the leave was to occur.
- (ii) A deferral pursuant to Article L18.3 (h) (i) shall not result in a leave commencing later than six (6) years after the date of the first deferral of salary.
- (iii) No variations to the plan as outlined above will be entertained by the Board.

ARTICLE L19 – WORKPLACE SAFETY AND INSURANCE

Note: Subject to Central Terms [C7.10 page 14](#) and [Letter of Agreement #6 page 50](#)

- L19.1 (a) It is agreed that when a teacher is injured during the performance of their duties and is unable to perform such duties and receives approval for a temporary loss of earnings benefits under the Workplace Safety and Insurance Act, or receives approval for a permanent disability pension and is unable to work, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received.
- (b) Teachers who receive payment under Article L19.1 (a) will receive the Board's contribution to benefits.
- (c) **An employee required to attend a Workplace Safety and Insurance Board or Workplace Safety and Insurance Tribunal hearing of any kind, which has been initiated by the Board, shall be granted a leave and provide an occasional teacher at no cost to the bargaining unit. There shall be no reprisals of any kind taken against any employee due to their participation in a hearing.**
- L19.2 It is understood and agreed that Article L19.1 (a) will apply until the time limit specified in the central terms, after which the teacher will receive the Workplace Safety and Insurance Act benefits.
- L19.3 The Board agrees to consult with OSSTF-TBU in its efforts to establish modified work for an employee covered by this agreement as part of WSIB's Early and Safe Return to Work Guidelines.
- (a) The Board will provide the President or designate notification of Return to Work as soon as possible:
- Name of Worker
 - Location
 - Date of Return to Work
 - Type of Accommodation
- (b) **The Union will be consulted to determine if a return to work meeting is necessary, particularly if the accommodation affects one or more members of the Bargaining Unit or will result in outcomes that constitute violations of the Collective Agreement, such as those involving any administrative accommodations or any partial return to work.** When return to work meetings are deemed necessary the WSIB Officer will include the Union in meetings of workplace accommodation.

- (c) The Board will provide such information, as referenced in Article L19.4 (a) by email transmission to the TBU President or designate, during the normal reporting process.
- (d) **The Bargaining Unit and the member will receive a copy of the return to work plans before the member returns to work.**

ARTICLE L20 – OCCUPATIONAL HEALTH AND SAFETY

- L20.1 The Employer 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. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- L20.2 The Board shall provide for the safety and health of its employees during **the course of their employment**. Suggestions received from the Union regarding dangerous conditions shall be investigated and, if found to be hazardous, all reasonable effort shall be made to effect a correction.
- L20.3 (a) In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. In accordance with the above, the Board will notify the TBU President or designate as soon as is reasonably possible, when an employee is taken by ambulance to hospital. All attempts will be made to do this by the end of the workday.
- (b) An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.
- L20.4 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee shall be brought to the attention of the Joint Health and Safety Committee.
- L20.5 The Bargaining Unit President or designate will be provided a copy of the report prepared by the Health and Safety Officer for the Health and Safety committee co-chairs which includes all lost time injury reports and injuries requiring medical attention within **four (4)** days. Information about all injuries of Bargaining Unit members will be provided to the Bargaining Unit President or designate at the end of each month.
- L20.6 (a) The employer shall provide an occasional **teacher** when required to cover classes for up to a full day while each teacher worksite representative performs the required inspection of a secondary school each month during the school year according to the representative's schedule.
- (b) Notwithstanding L20.6 (a) the Mason Education Centre shall be provided up to a half day each month when required to cover classes.
- (c) Representatives can request additional time to ensure a complete inspection is done each month if needed.

- (d) The teacher is entitled to an occasional teacher when required to cover classes for up to a half day for each quarterly JHSC meeting including preparation time for the meeting.

L20.7 Teachers who require safety boots shall be notified by their Principal of the procedure for reimbursement.

ARTICLE L21 – LOCAL GRIEVANCE / ARBITRATION

- L21.1 (a) A “grievance” is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
 - (b) A “party” shall be defined as:
 - (i) a Bargaining Unit;
 - (ii) The Board.
 - (c) “days” shall mean regular work days unless otherwise indicated.
- L21.2 A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage in this grievance and arbitration procedure.

L21.3 Procedure – Informal Stage

Any dispute to be recognized as a grievance may first be discussed by the teacher with the Principal within ten (10) days of the time when the grievor should reasonably be expected to be aware of the relevant fact. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One

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

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Collection Agreement;
AND
- (ii) a statement of the facts to support the grievance; AND
- (iii) the relief sought; AND
- (iv) the signature of the duly authorized official of the Bargaining Unit.

Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director’s Council. The Director’s council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

L21.4 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

L21.5 Policy and Group Grievance

- (a) The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One.
- (b) A Board grievance shall be filed with the President of the Bargaining Unit at Step Two. The President of the Bargaining Unit, after discussing the grievance with the Bargaining Unit Executive, shall provide a response in writing within ten (10) days after receipt of the grievance.

L21.6 Arbitration

Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration.

The notice shall be delivered to the other party within fifteen (15) school days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or board affected by it.

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

The single Arbitrator shall have the powers as outlined in the Labour Relations Act 1996.

Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

L21.7 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L21.8 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

L21.9 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without

loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

L21.10 Cost of Arbitration

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

Other costs incurred by each party shall be the responsibility of that party.

L21.11 Should the processing or investigation of a grievance require that a grievor or Bargaining Unit Representative be released from regular duties to meet with an O.S.S.T.F. Provincial Staff person or legal counsel, the TBU President or designate shall seek prior approval from Human Resources. The employee shall be released from regular duties without loss of salary, in lieu of vacation, benefits, seniority etc. and there will be no deduction from their sick leave or personal leave credits. All efforts will be made to schedule such meeting outside of instructional hours. The employee will complete a Request for Leave Form citing this Article and submit it to Human Resources. Approval from Human Resources shall not be unreasonably denied.

L21.12 If an employee(s) is party to, or required to appear as a witness, in a grievance heard at mediation and/or arbitration the employee(s) will not lose salary, in lieu of vacation, benefits, seniority etc. and there will be no deduction from their sick leave or personal leave credits. All efforts will be made to schedule such meeting outside of instructional hours. The employee will complete a Request for Leave Form citing this Article and submit it to Human Resources. Approval from Human Resources shall not be unreasonably denied.

L21.13 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Collective Agreement.

ARTICLE L22 –WORKING CONDITIONS

L22.1 Class Size

(a) The following class size limits shall not be exceeded except as provided within this article.

CATEGORY	CLASS LIMIT
Grades 9 and 10 Academic (D)	30
Grades 11 and 12 Univ. / College (M)	30
Grades 11 and 12 Univ. (U)	32
Grades 9 to 12 Open (O)	27
Grades 9 and 10 Applied (P)	22
Grades 11 and 12 College (C)	28
Grades 9 and 10 Locally Dev. (L)	18
Grades 11 and 12 Workplace (E)	21
Technology	
Comm. Tech, Tech. Design, Comp. Engineering	26
Grades 9-12 Tech-Other	21

MAPS - noncredit bearing / Remedial Reading	14
MAPS – credit bearing	15
English as a Second Language / English Literacy Development-All	15
Sheltered ESL Courses in Other Departments	20
Credit Recovery	16
STEPS (Special Education Self-Contained)	10

Cooperative Education

<u>Semestered Courses</u>	
1 section	30 credits
2 sections (am only or pm only)	60 credits
3 sections	96 credits

4-Credit Co-op

These totals apply if the majority of the Co-op teacher's timetable is 4-credit students

1 section	36 credits
2 sections (am or pm only)	72 credits
3 sections	108 credits

<u>Non-semestered Courses</u>	
Annual Maximum (based on full time co-op teacher)	192 credits (pro-rated for part time co-op based on number of sections)
Per "semester" maximum (Sept-Jan & Feb – June)	96 credits

Note: In the event that the co-op teacher must supervise in excess of 38 students during the pre-placement, and integration component, an occasional teacher shall be provided for the time period during which this supervision is required.

- (i) Any 3 credit or 4 credit co-op students should be assigned to the full time Co-op teacher when possible.

- (ii) In the absence of a full time Co-op teacher, or, a full Co-op assignment is split between teachers, 3 credit or 4 credit Co-op students should be assigned to the Co-op teacher with the greatest number of co-op sections when possible.
- (b) In classes where more than one (1) level is being delivered, the lower maximum class size shall apply.
- (c) For teachers of Instrumental Music classes only, exceptions to sub- articles within L22.1 (a) and (b) may be made with the mutual consent of the Board and the teacher **up to a maximum of forty-eight (48) students**. The Board shall notify the Union of all exceptions agreed to by the Board and the teachers.
- (d) In the event that a new course code or new program is created that is not listed in L22.1, the Board agrees to consult with the Union regarding class size prior to implementation when possible.

Note: Subject to Central Terms C14.00 pages 21-22 and Letter of Agreement #3 pages 27-29

- (e) (i) **e-Learning courses delivered by teachers in the Board shall have a maximum class size limit of thirty-five (35).**
- (ii) **e-Learning sections shall be considered equal to a regular classroom section for the purposes of curriculum hours delivered, unassigned time for preparation and marking, lunch, and other APAs.**
- (iii) **e-Learning sections shall count towards a teacher's preference and they will belong to the teacher's homeschool for staffing purposes.**
- (f) **Notwithstanding L22.1(f)(i) e-Learning sections in Workplace, Locally Developed, and Applied Level courses shall adhere to the class size limits in L22.1(a).**

L22.2 The Board shall review staffing at the end of the second week of each term. The class size limits shall be achieved by October 31st for first semester (and non- semester schools) and by March 31st for second semester.

L22.3 Teachers shall be assigned a workload as follows:

- (a) Full-time teachers are to be assigned a maximum of six (6) periods per year. For semestered schools, teachers are to be assigned a maximum of three (3) periods per semester. Where a teacher is teaching a combination of semester courses and an early morning full-year course, the teacher may be assigned to teach 3.5 classes in one semester and 2.5 classes in another semester with the mutual consent of the Teacher and the Bargaining Unit. It is understood that the majority of other professional duties will be assigned in the semester with the lighter course load when the teacher requests this accommodation. It is further understood that this will not be a violation of the equitable distribution provisions as outlined in Article L22.4 (c).

- (b) **Due to mid-year staffing, it is possible a teacher is given 3.5 classes in second semester without having the balanced schedule in first semester. If this is the case and the teacher is willing and accepts the timetable, they will receive the equivalent additional pay equal to half (0.5) of one period at their grid rate for the time that the extra period is taught in one semester.**
- (c) Part-time teacher workload shall be pro-rated to that of the teachers defined in Article L22.3 and L22.4, and shall be scheduled immediately prior to or immediately after the Teacher's assigned classes.

L22.4 Additional Professional Assignments-APAs (On-Calls/Supervision)

- (a) In addition to the workload identified in L22.3 (a):

Teachers may be assigned up to 50 other professional duty half semestered periods, (full periods in non-semestered schools) per year to include on-call, supervision and student mentoring. Up to 22 of these half periods may be used for on-calls.

- (b) Unassigned time shall be available to the teacher for preparation and marking. **Unassigned time shall be available to the teacher on a daily basis and notwithstanding any other APAs shall be, at a minimum, equal to half of an instructional period.**
- (c) Teachers may be assigned on-calls, supervision, or student mentoring time up to a maximum of two separate half semestered periods (full periods in non-semestered schools) per week.

On call duties, assigned within each school period, shall be equitably distributed, throughout each semester, (or at the midpoint and the end of the year in non-semestered schools) amongst those teachers assigned to that on call/prep period.

Supervision duties, assigned within each school period, shall be equitably distributed, throughout each semester, (or at the midpoint and the end of the year in non-semestered schools) amongst those teachers assigned to that on call/prep period.

Access to the distribution records at each school shall be made available to the respective Branch President, if requested, on a monthly basis.

Exceptions may be made with the consent of the Board, the teacher and the Bargaining Unit.

- (d) Notwithstanding Article L22.3 (c) and L22.4 (c) above, teachers assigned a full timetable in STEPS programs will only be assigned other professional duties within the STEPS program not to exceed the maximum number of half periods as found in Article L22.4 (a).
- (e) Teachers assigned on an on-call supervision in the areas of technological studies, physical education, science and family studies (cooking and sewing) will be provided with seat work for the students by the absent classroom teacher unless qualified teachers are assigned.
- (f) Exceptions to L22.4 (c) may be made with the consent of the Board, the teacher and the Bargaining Unit. Itinerant teachers and teachers with schedules split between two schools in the same day shall be exempt from on-calls and scheduled supervisory duties.

(g) Coop Teacher Coverage

Principals will arrange that co-op teachers are not assigned emergency coverage or on-calls during the pre-placement period and the integration component. During the pre-placement period and during the integration component, if a Co-op teacher's responsibilities prevent them from their entitlement to unassigned time, the practice of the co-op teacher having the option of requesting coverage for at least one period per day (2 periods in a non-semestered school) shall continue. The practice of providing an Occasional Teacher shall continue for situations where the Co-op teacher's assignment includes a majority of 4-credit students (e.g; OYAP, 4 credit).

(h) STEPS Teacher Exam Coverage

Teachers who have less than a full timetable in STEPS Programs shall be provided with occasional teacher coverage (half day maximum) for the STEPS period(s) on the day(s) for which they must supervise their own exam for a non-STEPS class.

Other Working Conditions

L22.5 Each teacher shall be entitled to a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 11:00 a.m. and 1:00 p.m. or where not possible, during the 40 minutes preceding or following the scheduled lunch period.

L22.6 The teachers with schedules split between two schools shall have a preparation period immediately before or after lunch at one of the schools to facilitate both the forty minute lunch and travel time.

L22.7 The Board appreciates the voluntary work performed by secondary teachers in providing extra-curricular activities to students.

L22.8 The length of the school year shall be the minimum required under the Education Act.

L22.9 The Board shall not distribute a teacher's phone number or address (including e- mail) to students (or family members of students) without the consent of the teacher.

L22.10 The Board agrees to consult with the union prior to implementing any new record-keeping/reporting technology to be used by teachers.

L22.11 The Board agrees to communicate electronically the inclement weather procedure to all staff annually.

L22.12 (a) Teachers shall not be required to perform their assigned duties at any time which falls outside the designated school year.

(b) Guidance counselors who are requested and agree to work outside the designated school year shall be provided equivalent lieu time to be scheduled with mutual agreement of the Principal. This Agreement will not be unreasonably withheld and shall not be used to extend any other type of leave, i.e. Christmas or March Break, summer holiday and/or statutory holidays (Thanksgiving, Easter, and Victoria Day weekends). This agreement shall be arranged in writing before the teacher works outside of the school year.

L22.13 Credit Recovery and Credit Rescue Workload:

- (a) The instruction of a student in credit recovery is primarily the duty of the credit recovery teacher.
- (b) The professional opinion of the subject teacher is the primary source for credit recovery **and credit rescue** placement.
- (c) Where credit recovery is recommended, the subject teacher shall provide:
 - The course completion form/credit recovery profile
 - A breakdown of expectations the student achieved/did not achieve
 - Breakdown of marks for the course (mark book printout or equivalent) and students' final grade
- (d) **Where credit rescue at the end of the course is recommended, the subject teacher shall provide the work needing to be assessed in order to achieve the credit.**
- (e) **Credit recovery will not include the delivery of credits in any subjects restricted by the Education Act and Regulation 298 (such as Technological Education, French or Special Education) unless the teacher assigned to credit recovery has at least a minor qualification in the subject area in order to assess the student's work.**
- (f) The Board agrees to consult with the Union regarding Credit Recovery prior to the implementation of a policy.

L22.14 Reporting

- (a) **In addition to the required Provincial Report Cards, the school may only require up to one additional progress report during each course.**
- (b) **In establishing a date for final mark submission to the office, a minimum of forty-eight (48) hours from the time of a course's final evaluation will be allowed for teachers to submit their marks. Exceptions to accommodate special circumstances for June reporting may be made by the Principal in consultation with the teacher.**
- (c) **If a Principal exercises their right to change a mark submitted by a teacher, that Principal will notify the teacher of the details surrounding the mark change.**

ARTICLE L23 – PROFESSIONAL DEVELOPMENT

Sabbatical Leave

- L23.1 A teacher may apply for sabbatical leave for any length of time from five (5) school days up to but not exceeding one (1) term or semester.
- L23.2 A teacher, in order to apply for sabbatical leave for an entire term or semester, must have been in the employ of the Board or its predecessor board for six (6) years. No such restriction shall be imposed for leaves of less than one school term or semester.

- L23.3 The applicant must undertake a sabbatical program acceptable to the Director of Education and the Bargaining Unit President.
- L23.4 A teacher shall give a commitment in writing, in a form approved by the Board, to continue to teach for the Board for a period of one (1) school year after returning from a sabbatical leave of twenty (20) school days. Should the teacher voluntarily leave at an earlier date, the monies advanced, at the discretion of the board, shall be repaid on a pro rata basis over a period of time not to exceed three (3) years.
- L23.5 The teacher will receive their regular salary, allowances and benefits during the sabbatical leave.
- L23.6 The teacher shall receive the annual salary increment to which **they are** entitled during the sabbatical leave.
- L23.7 Suspended for the currency of this Agreement
Up to three full-time equivalent teacher work schedules in any school year shall be allowed for sabbatical leaves for Bargaining Unit members.
- L23.8 A teacher for whom no position can be found in either the regular day school or the permanent supply pool may be granted a sabbatical leave, if eligible, for the purpose of retraining to qualify for another teaching position with the Board. The number of such sabbatical leaves shall not exceed one half of the number allowable per year by the Board. Should all sabbatical leaves for the year be allocated when a teacher eligible for a sabbatical leave opts for one under this article, sabbatical leaves will be borrowed from the allotment of the following year.
- L23.9 Applications for such sabbatical leaves must be forwarded to the Director of Education as soon as possible. Applications shall be approved or denied by mutual agreement of the Director of Education or designate and the bargaining unit President.
- L23.10 Other Long Term Leaves
In the event that the Board requests that a teacher take a course in a particular area due to a lack of qualified teachers in that area;
- (a) The Board shall pay the actual costs of all fees and materials required;
 - (b) The Board shall assume the cost of transportation to and from the location of the course and lodging and meals for the duration of the course;
 - (c) The Board shall provide a replacement teacher if required;
 - (d) Such leave shall not result in loss of salary, benefits, seniority, teaching experience or sick leave credits;
 - (e) Upon return from the leave the teacher shall be assigned to the teacher's previous position or an equivalent position if the previous position no longer exists.
- L23.11 Professional Development Fund
- (a) A professional development fund will be established and funded by the Board and administered by the Professional Development Committee. The Professional Development Committee will be struck each year beginning in May to tentatively approve

applications for the fall and shall consist of four teacher representatives of the federation to be selected by the federation, and the Superintendent of Education-Program and Instructional Services or their designate. The following conditions will apply to the professional development fund.

- (i) the amount of money will be determined by the Board after consultation with the Union and will take into consideration the available funding, the needs and the priorities of the secondary system.
 - (ii) the professional development fund will be available to all teachers including Adult Day School teachers and will be utilized for leaves of not more than five (5) consecutive days' duration.
- (b) The parties agree that the guidelines for the Professional Development fund shall include the following:
 - 1. The Committee will review the guidelines on an annual basis
 - 2. All decisions of the committee shall be made on the basis of consensus. If consensus cannot be reached, the President of the Teachers' Federation may make an appeal to Director's Council. After the appeal, a final decision will be made by the Director's Council.
 - 3. Teachers may access the fund for more than one PD activity provided that the total amount accessed from all activities does not exceed the maximum allowable limits stipulated in the guidelines.

L23.12 Professional Development Days

The Board and the Union agree to discuss at a Joint Relations Meeting in the fall of each year, before the first discussion meeting between the Board consortium partners, the preferences for the timing of Professional Development Days from each party for the next school year.

- L23.13 The Board agrees to advocate for a school year calendar that allows for the scheduling of Professional Development Days on a Friday shortly following the Parent-Teacher Interviews in order **to** facilitate the provision of the afternoon off in lieu of the time spent at Parent-Teacher Interviews.
- L23.14 The Board agrees to consultation with the OSSTF-TBU on the proposed school year calendar in a timeframe that allows the union to respond with concerns before the final decision on the calendar is made i.e. in time for changes to be implemented if the Board agrees.
- L23.15 The Board will advocate that a PD day be scheduled at the end of the first semester. This PD day will occur with a minimum of one half day for self-directed professional development.

ARTICLE L24 – MILEAGE

- L24.1 Teachers whose employment responsibilities require them to drive their own vehicles during working hours shall receive mileage compensation in accordance with Board Policy for the distance traveled in exercising their employment responsibilities.
- L24.2 Teachers with daily assignments in more than one location shall receive mileage compensation in accordance with Board Policy for the distance traveled between Board locations.
- L24.3 Teachers of the out-of-school component of Cooperative Education shall receive mileage compensation in accordance with Board Policy for distances traveled in the performance of their duties as Cooperative Education teachers.
- L24.4 Teachers who are required to perform any of their job duties, attend a meeting or a Professional Development Activity at another work location are entitled to and shall be reimbursed as per the Board's Policy and Regulation (i.e. Expenses (Staff) – Conferences, Workshops, Meetings, Travel) for any distance traveled in addition to the distance between their residence and their place of work. Mileage expense reports are required to be submitted for reimbursement of such expenses.**

ARTICLE L25 – CONTINUING EDUCATION

- L25.1 Any person performing duties in Continuing Education for which a teaching certificate is required limited to teaching credit courses to Continuing Education in the adult day, summer, upgrading, night school and home study programs shall be a member of District 9, OSSTF, hired for a fixed term and shall be subject to the terms and conditions of this Agreement.

L25.2 Rate of Pay

- (a) Basic Salary – this amount includes vacation pay (4%) and statutory holidays (3%).

The following rates shall apply:

- (i) for a teacher who has taught less than four (4) credits or the equivalent in upgrading courses

Effective August 31, 2019	\$45.60
Effective September 1, 2019	\$46.06
Effective September 1, 2020	\$46.52
Effective September 2, 2021	\$46.99

- (ii) after a teacher has taught four (4) credits or the equivalent in upgrading courses

Effective August 31, 2019	\$49.23
Effective September 1, 2019	\$49.72
Effective September 1, 2020	\$50.22
Effective September 2, 2021	\$50.72

(iii) for Distance Education Marking, the following rates shall apply:

Effective August 31, 2019	\$7.78 for each grade 9/10 lesson
Effective August 31, 2019	\$8.89 for each grade 11/12 lesson
Effective September 1, 2019	\$7.86 for each grade 9/10 lesson
Effective September 1, 2019	\$8.98 for each grade 11/12 lesson
Effective September 1, 2020	\$7.94 for each grade 9/10 lesson
Effective September 1, 2020	\$9.07 for each grade 11/12 lesson
Effective September 1, 2021	\$8.02 for each grade 9/10 lesson
Effective September 1, 2021	\$9.16 for each grade 11/12 lesson

- L25.3 Teaching assignments in the Summer School and Night School programs shall be filled
- (i) by seniority of applicants who have involuntarily been declared redundant and are not in the supernumerary pool, then
 - (ii) by seniority of applicants who have had their timetable involuntarily reduced and are teaching less than a full time assignment in the regular day school program, then
 - (iii) will be posted internally to members of OSSTF before they are posted outside the system.
- L25.4 Article L22 class size maximums shall apply to Summer School and Night School classes by the last day of class.**
- L25.5 Night School positions will be posted, at a minimum, twice a year. A posting in June for first semester and a posting in November for second semester.**
- L25.6 A Night School teacher shall not be assigned more than two (2) different courses without consultation between the Board and the teacher.**
- (a) A course shall be defined as one subject at one grade and one level.**
 - (b) Changes to a teacher's assigned courses shall not be made after a period of two (2) weeks from the initial start date of the class.**

ARTICLE L26 - BOARD/UNION JOINT RELATIONS

- L26.1 (a) The Board and the Bargaining Unit of District 9 shall establish a committee to be known as the Joint Relations Committee (J.R.C.), composed of up to four (4) representatives of the Board and up to four (4) representatives of the Bargaining Unit of District 9. Board representatives may include senior management, employees from Human Resources or other departments and Principals. Union representatives may include time release officers, other Executive members and Branch Presidents. The J.R.C. shall meet at least once monthly.

- (b) The schedule of these meetings for the school year will be established by September 15th of each school year. It is understood and agreed that these dates may be subject to change to accommodate special circumstances. Additional meetings may be held with mutual consent. The J.R.C. does not in any way form part of the grievance or arbitration procedures set forth in this Agreement and no matter which is the subject matter of a grievance which has been initiated under Article L21 or arbitration initiated under Article L21 shall in any event be the subject of discussion at a meeting of the Joint Relations Committee.
 - (c) If there are any problems with an item discussed at a J.R.C. meeting, the parties may agree to invite Trustees to participate in the discussions.
 - (d) An agenda will be submitted by each party **forty-eight (48)** hours prior to the scheduled meeting and only those items on the agenda will be discussed, unless otherwise agreed to by the parties.
 - (e) The Board agrees to discuss, at a J.R.C. meeting, any newly proposed Board policy or Ministry of Education initiative that affects the working conditions of members of the Bargaining Unit. Such consultation will occur after the Board becomes aware of the required changes, prior to implementation when possible.
- L26.2 (a) No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without negotiating them and submitting such changes to ratification by the parties.
- (b) Should the Board make any alterations in its policies that affect the salaries or working conditions of a member or members of District 9, the Board shall inform the District 9 President of its intent to make such changes **providing notice and reasonable grounds, in writing**. Within one (1) week of being so informed, the District 9 President shall inform the Secretary of the Board of their desire to address the Board on the proposed alterations at the next regularly scheduled meeting, stating whether the teacher's address will be in public or in camera, and provided that such notice is given in accordance with the Board's policy regarding presentation. Such alterations may not be made without informing the District 9 President and allowing the teacher or their designate to address the Board at the next regularly scheduled meeting.
 - (c) Notwithstanding the above, all matters contained in this Agreement are arbitrable in accordance with the terms of this Collective Agreement.
- L26.3 Where the employer is consulting with the Union regarding a new initiative or changes to policies or practices that affect other Bargaining Units, the Board shall arrange one collective meeting for all affected parties.
- L26.4 The Superintendent of Human Resources shall meet with the Bargaining Unit Grievance Officers, at least once per semester, to discuss grievances. These meetings will be scheduled by September 15th for first semester and February 15th for second semester. Additional meetings may be held with mutual consent. Likewise, if these meetings are deemed unnecessary, they may be cancelled with mutual consent.**

- L26.5 (a) 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 action has potentially brought about changes to the terms and conditions of those originally described by the parties in the collective agreement, the parties shall meet within fifteen (15) days of the written request of either party for such meeting.
- (b) The intent of the meeting is to resolve the impacts to the Collective Agreement with mutual consent.

ARTICLE L27 – PERSONNEL FILES / CONFIDENTIAL RECORDS

L27.1 Personnel Files

- (a) The only recognized personnel file of a teacher shall be maintained in the Human Resources Department of the Board.
- (b) Teachers will receive a copy of any Board-initiated reprimand or disciplinary action which is entered in the employee's personnel file with a copy sent to the T. B. U. President.

- L27.2 (a) Following the written request of a teacher for an appointment, the Board shall make available for review, during normal business hours, all information in their **personnel** file. Such review shall be in the presence of a member of the Human Resources Department.
- (b) The teacher may be accompanied by a Federation representative.
- (c) Upon written authorization by the teacher, a Federation representative shall have access to the teacher's file.
- (d) The teacher may copy any material contained in their file.
- (e) If the teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the Superintendent of Human Resources, or designate, within a reasonable time from the receipt of a written request by the teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or designate, shall, at the written request of the teacher, notify all persons who received a report based on the inaccurate information of any amendments.
- (f) A **teacher** may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter (**i.e.** Letter of Concern, Letter of Expectation, Record of Meeting) removed from the **teacher's** personnel file after two **(2)** years if that **teacher** has had no additional related letters placed into the file since the date of the letter in question.
- The appropriate Superintendent shall respond in writing, within ten **(10)** school days **that the request shall be granted.**
- (g) A teacher may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter (**i.e.** Letter of Discipline, Letter of Suspension) removed from the teacher's personnel file after two **(2)** years, if that teacher has had no additional related letters placed into the file since the date of the letter in question.

The appropriate Superintendent shall respond in writing, within ten (10) school days if the request will be granted or denied. The Superintendent shall provide the reason for the denial.

L27.3 Criminal Background Check

- (a) The District School Board shall ensure that all records and information (including offence declarations and Canadian Police Information Centre (C.P.I.C.) 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) The Board shall not release any information about a 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.
- (c) **Access to such records and information shall be confidential and strictly limited to the employee, the Superintendent of Human Resources and the Human Resources Officers assigned to the bargaining unit.**

L27.4 Medical Records

The Board shall ensure that all medical records and information are stored in a secure location and in a completely confidential manner. No information from a **teacher's** medical records shall be given to any person or party unless the teacher has provided written consent. **Access to such records and information shall be confidential and strictly limited to the employee, the Superintendent of Human Resources and the Human Resources Officers assigned to Disability Management and WSIB.**

L27.5 Surveillance

- (a) Security cameras, **or other electronic surveillance (e.g., video, audio)** in the workplace will not be used for the purposes of monitoring **work performance of teachers**.
- (b) There will be no **security cameras** or surveillance (**e.g., video, audio, digital**) placed where **teachers** have a reasonable expectation of privacy.
- (c) **Notwithstanding the Board's Video Surveillance Policy and Regulation, teachers shall not be surveilled or recorded. Any surveillance or recording outside of the Board's Video Surveillance Policy and Regulation shall not be used for discipline of any teacher.**

ARTICLE L28 – TEACHER PERFORMANCE APPRAISAL

L28.1 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisal.

L28.2 All differences between the parties arising from the interpretation, application, administration, or alleged violation of *Part X.2 of the Education Act* or any regulation, guideline, rule or policy under it, including any question as to whether a matter is arbitrable, are grievable in accordance with the grievance/arbitration provisions of this collective agreement.

Notwithstanding time limits for filing a grievance in the provisions of this collective agreement,

O.S.S.T.F. may grieve any aspect of the performance appraisal procedure or **the Summative Report Form**.

- L28.3 Following the receipt of an unsatisfactory teacher performance appraisal, the principal shall advise the teacher that they may seek union representation for future meetings **which are part of or result from the performance appraisal process**, including the development of the improvement plan, if they so wish. When a teacher receives an unsatisfactory performance appraisal, the Board, with the permission of the teacher, will forward a copy of the report to the Bargaining Unit President.
- L28.4 The Board and the Principal shall not impose any requirements in a teacher's Annual Learning Plan in addition to those that are outlined in the Teacher Performance Appraisal Technical Requirements Manual.**
- L28.5 If possible, the performance appraisal shall be based on the teacher's areas of specialization (Major subject preference) unless the teacher requests otherwise.
- L28.6 A teacher shall be given at least 48 hours notice before a classroom observation occurs unless scheduled earlier by mutual consent.**
- L28.7 The Board shall disclose to the Bargaining Unit, in September of each school year, the names of members who are in their performance appraisal year. Omissions shall not result in a grievance. This does not preclude the Board from initiating an appraisal at any time for performance reasons.
- L28.8 A Teacher that is assigned e-Learning sections shall be evaluated only by the principal or vice-principal at the school in which the Teacher is staffed.**
- L28.9 The teachers with schedules split between two schools shall choose the school at which their performance appraisal will be done.**

ARTICLE L29 – SICK LEAVE AND ATTENDANCE MANAGEMENT

Note: *Subject to Central Terms C9.00 pages 16-19, Appendix B pages 23-24 and Letter of Agreement #1 page 25*

- L29.1 The Board may require that an employee submit the medical certificate. An absence of more than five (5) consecutive working days must be certified by a medical practitioner. The cost of medical certificates will be incurred by the teacher except for the following situations.
- (a) For absences of five (5) days or less, the cost of any medical certificate shall be incurred by the Board.
 - (b) Where a medical certificate has been provided to the Board specifying a length of time for an absence, the Board shall incur the cost of any further medical certification the Board requests within the time frame identified on the original certificate except where a teacher returns earlier than the date identified in the original certificate.

- (c) Any time the Board requests an independent medical opinion from the teacher, the cost of such opinion will be incurred by the Board.

L29.2 The Union acknowledges that medical documentation can be requested by the Board to substantiate an absence, however, such requests shall be made with regard to the individual circumstances of each absentee.

L29.3 The Board will consult with the Bargaining Unit regarding changes to its policy on Attendance Management.

L29.4 A teacher shall have the right to OSSTF representation at any meeting which is part of an attendance management system.

ARTICLE L30 - STATE OF EMERGENCY PROVISIONS

L30.1 Should there be a regional, provincial, or national emergency declared by any agency with authority to so-declare, and the Board deviates from the spirit or intent of the collective agreement for a duration that is greater than seven (7) school days, the Board shall consult in good faith with the bargaining unit about the temporary changes.

L30.2 Emergency deviations in the following areas (but not limited to) shall be made in agreement with the Bargaining Unit President:

- (a) Reporting
- (b) Calendar changes (including exam periods)
- (c) Learning Delivery Models
- (d) Working Conditions
- (e) Health and Safety
- (f) Staffing
- (g) Leaves

L30.3 The Board shall ensure that teachers are able to complete any necessary emergency-related PD during the paid work day. The Board shall make every effort to provide this PD prior to the implementation of any emergency provisions.

L30.4 If student learning shifts to virtual or remote learning that is a temporary measure the Board shall ensure the following:

- (i) Teachers shall use Board-approved online learning platforms during virtual or remote learning.
- (ii) Teachers shall be provided with technology required for virtual or remote learning and shall have access to technical support.

(iii) Teachers shall be provided with Professional Development on an ongoing basis for virtual or remote learning.

L30.5 Should virtual or remote learning become a condition of employment during the emergency period, the Board shall comply with all requirements mandated by Canada Revenue.

L30.6 Any temporary measure put into place during the emergency, may continue with mutual agreement.

L30.7 In the event that the emergency lasts longer than one school year, the Board and the Union shall review the temporary provisions that were agreed to before the commencement of the next school year.

ARTICLE L31 – DURATION

Note: Subject to Central Terms C2.1 page 6, and the School Board Collective Bargaining Act

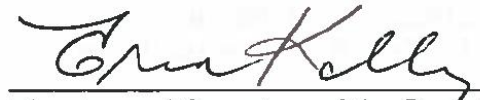
- L31.1 Part A and Part B of this document form a single Collective Agreement for the Duration as set out in Section C2.00 of the Central Terms (Part A).
- L31.2 Subject to the Ontario Labour Relations Act, no changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- L31.3 The Board agrees to print this Collective Agreement and provide **two (2) copies (Branch President and Staff Room)** to each secondary school and an additional copy to each alternative location where TBU members are assigned. The Board also agrees to make a copy of this Collective Agreement electronically available to TBU members.

DATED AT WINDSOR, ONTARIO, THE 6th DAY OF NOVEMBER, 2020.


**FOR THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**



Chairperson of the Board



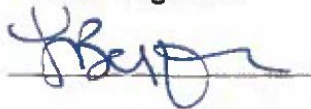
Director and Secretary of the Board



Treasurer



Lead Negotiator



Negotiator



Negotiator



Negotiator

**FOR THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
DISTRICT 9 - WINDSOR**



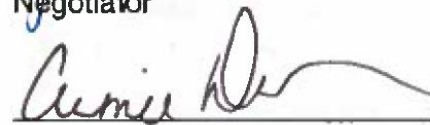
President, O.S.S.T.F. District 9



Lead Negotiator



Negotiator



Negotiator



Negotiator

THIS APPENDIX WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

APPENDIX L - A

VESTED RETIREMENT GRATUITY

Note: Subject to Central Terms C6.00 page 10, Appendix A page 16 and Letter of Agreement #6 pages 31-35.

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:

1. **Cumulative Sick Leave Credit System**

- (a) A teacher transferring from another system shall begin his or her service with the Board with the cumulative sick leave credit from other systems.
- (b) Teachers shall be granted twenty (20) days sick leave credit on September 1 of each school year.
- (b) Sick leave credits shall accumulate from year to year to a maximum of 250 days. A teacher may accumulate additional days in the amount of 50% of the unused portion in any school year.
- (c) Accumulation for part-time teachers shall be on a pro-rata basis.
- (d) A deduction shall be made in cumulative sick leave credits amounting to the number of days which a teacher is absent through illness and for which that teacher is paid, in any year, which is in excess of twenty (20).
- (e) All years of service with the Board and its predecessor Board(s), except during leave of absence and sabbatical leave, will be included when calculating the cumulative sick leave credit of a teacher.
- (f) In a situation of a school closure, no member will lose pay or sick leave credits.

2. **Retirement Allowance at Time of Retirement with Pension or Death**

- (a) In case of retirement with pension or death while in the employ of the Board, the Board shall pay an allowance to a maximum of 50% of the teacher's salary as follows:
 - (i) in the case of retirement with pension, payment shall be made to the teacher provided that the teacher has at least ten (10) years' service with the Board or its predecessor board(s);

- (ii) in the case of death, payment shall be made to the teacher's beneficiary.
- (b) The amount of retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times \frac{C}{2}$$

A – Cumulative sick leave at superannuation or death.

B - Years of service with the Board or its predecessor(s). Fractional years shall be counted as full years for this calculation effective September 2001.

C – Annual salary at superannuation or death except for teachers on an indefinite leave of absence as provided for in this Appendix L- A. For full-time teachers who in the last five (5) years of service choose to be employed on a fractional timetable basis, the retirement allowance shall be based on the annualized rate of salary. For the purpose of calculating the retirement gratuity, the annual salary shall not exceed the salary of a teacher when the teacher is eligible for a 70% pension (35 years).

- (c) An employee at retirement has the option of receiving payment of the retirement gratuity in the year of retirement or split between the year of retirement and the following calendar year.
- (d) The retirement gratuity of teachers on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board.
- (e) Teachers who meet the collective agreement definition for retirement and are in the last calendar year within which they are eligible for the commuted value of their pension, and take the commuted value of their pension, are deemed upon their retirement to be retired with pension and are eligible for their retirement gratuity in accordance with this Appendix L- A of the collective agreement.

APPENDIX L - B

EMPLOYEE BENEFITS

Note: *Subject to Central Terms C7.00 pages 10-15 and [Letter of Agreement #4 pages 42-49](#).*

The Board will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

1. **Hospital and Medical Insurance Plans**

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above Ontario Health and/or the Workplace Safety Insurance Plan.
- (b) The Board will pay the full premium cost of:
an extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family;
- (c) The Board will pay 90% of the premium costs of:
a generic prescription plan for employees and their dependents. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs. The dispensing fee will be capped at \$6.50 per prescription.

2. **Group Life Insurance Plan**

- (a) The Board will pay the full premium cost of a group life insurance plan which provides term coverage (for each teacher) equivalent to two times the teacher's salary not to be less than \$95,000. Coverage will be reduced to \$10,000 at age 65 and will cease at age 70.
- (b) Optional group life insurance will be offered to the teachers at their expense. The maximum optional group life insurance will be \$250,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier. Coverage will terminate at the end of the month of retirement or age 65, whichever is earlier.
- (c) In the event of a teacher becoming totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement whichever comes earlier.
- (d) Optional dependents life insurance will be offered to the teachers at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

3. Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services:

exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontics services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).

The dental plan shall provide for a nine (9) month recall visit.

- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% coinsurance. The teachers will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for Subsections (a) and (b) above will be \$1,800; \$2,500 effective September 1, 2009.

- (c) The Board will pay 100% of the premium cost for orthodontics for dependents up to age 18 (50% coinsurance to a lifetime maximum of \$2,500).

4. Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$300.00; effective September 1, 2009, \$450 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses, laser surgery, eye exams or any combination thereof. The full benefit is available at two year intervals to commence from the date of the most recent purchase made under the vision care plan.

5. While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave in accordance with #11 of this Appendix or while on WSIB in accordance with Article 19, the Board will continue to pay the portion of the premiums of the benefits outlined in # 1-4 of this Appendix.

6. Within sixty (60) days of the signing of this Agreement, or as soon thereafter as possible, District 9 will be provided with copies of all insurance policies negotiated between the Board and carrier related to employee benefits provided for in this Appendix.

7. Retirement Benefits

- (a) Teachers who retire prior to the age of 65 and their spouses, will have the option to participate, until the age of 65, in the Extended Health, Dental and Vision benefits provided for active teachers. The provision of such benefits will be at no cost to the Board. The premiums will be established by the insurance carrier based on the claims cost experience of the retired teachers. These premiums will be adjusted annually to reflect any surplus or deficit in the prior year with respect to actual claim cost versus the estimated premiums paid by the retired teachers.

Annually, the parties shall meet to review membership in the retiree benefit plan and data regarding experience for the past year.

- (b) To maintain participation and coverage under the Agreement, the retired teacher must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired teacher shall supply the Board with a void cheque from their bank account. Deductions will be made from the teacher's account on the first banking day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.
- (c) The following conditions will apply for retired teachers to be enrolled in benefits identified above.
 - (i) The teacher must elect to retain coverage within 31 days of retirement date otherwise coverage shall be cancelled.
 - (ii) If the teacher withdraws from coverage at any time prior to age 65, the teacher shall be in-eligible to re-enroll in the coverage.
- 8. The spouse of a deceased teacher may retain membership in the group benefit plans to which the teacher belonged at the time of death. The spouse may retain such membership until such time as they attain the age of 65 years and shall pay the full premium cost to maintain such participation under the group contracts.
- 9. The benefits provided in # 1-4 of this Appendix shall be in accordance with those stipulated in the respective insurance policies.
- 10. If a teacher is absent from work for more than a full school year because of illness, accident or injury, they shall continue to accumulate seniority during that absence but shall not accumulate credit for service, experience or sick leave. Such a teacher will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the teacher proves satisfactorily to the Board that they are able to return to work or until the teacher is superannuated.
- 11. Long Term Disability
 - (a) The Board shall administer payroll deductions for the Long Term Disability plan established by the Bargaining Unit.
 - (b) Participation in the plan shall be a condition of employment for all employees currently participating in the plan and any newly hired employees as long as the member is eligible to receive benefits from such an LTD plan.
 - (c) Employees will pay the full premium of the LTD plan. Employees may withdraw from the plan for the period, length of which is the waiting period, prior to the confirmed retirement date or the date when the employee qualifies for an unreduced pension.
 - (d) A teacher on sick leave shall be required to apply for Long Term Disability benefits and shall not be allowed to use sick leave credits other than for the waiting period, not to exceed 6 calendar months, in respect of the same illness if he or she is approved for LTD benefits. If a teacher who is a member of the LTD plan is denied LTD benefits but is unable to return to teaching, the teacher may use sick leave credits beyond the waiting period until he or she has completed the school year in which he or she reaches age 65 or is eligible for a minimum pension of 66% whichever comes first.

Notwithstanding the above, a teacher who is not eligible to be a member of the LTD plan will not be allowed to use sick leave credits for illness beyond 6 calendar months.

- (e) A teacher receiving benefits through the Workplace Safety and Insurance Act for permanent disability will be required to apply for LTD benefits for the purpose of top-up only and if eligible would not use sick leave credits for top-up.

12. All members shall be entitled to full coordination of benefits.
13. The Board agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under the existing policy. In case of change in carrier, the Board shall provide the Union with copies of all new Master Policies.
14. For active employees over the age of 65, Out of Country Travel insurance will be no longer be available. If the total cost of benefits for an active employee over the age of 65 is greater than that of an active employee under the age of 65, the employee will be invoiced for the difference.
15. If a teacher on a leave in excess of one month wishes to remain on the Board benefit plan, the teacher will be invoiced for the full-cost of the benefit premiums for the period the employee is on the extended leave.
16. Benefits Delivery Model
 - 1) It is understood that if the union seeks to withdraw from the Board benefit plan that they will enter into discussions with the Board. Parties agree that any such action will have no monetary increase for the Board.
 - 2) Upon written request of the Bargaining Unit, the Board shall provide any requested information necessary in order to assist the Bargaining Unit to make decisions regarding proposing changes to improve benefits and/or changes to the benefits delivery model. It is understood that the nature of the disclosure will be similar, but not limited to, the information provided by the Board in a public procurement process.
17. Notwithstanding the above, the Master Policy is the true and full record of all benefit coverage.

LETTER OF AGREEMENT # L1

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

RE: SECTIONS OFFERED

The parties agree that the Board shall provide the Union with readily available information to enable the parties to run a simulation using weighting factors to determine distribution of teachers to schools and sections offered to each department per school.

Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:



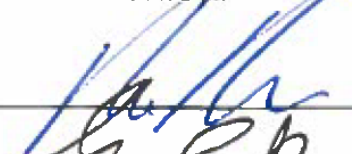






R. Tice





FOR THE UNION:











LETTER OF AGREEMENT # L2

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND


THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION


RE: MARKBOOK

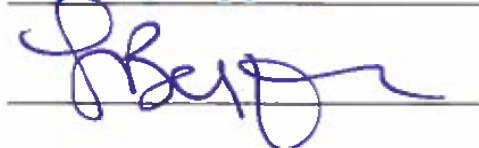
1. The Board and the Union recognize Markbook as an appropriate record keeping/reporting technology to maintain teacher records and to report such records.
2. Each school will provide sufficient computers, equipped with Markbook, to ensure teacher access for mark entering.
3. **The Board will continue to offer Markbook training to teachers.**
4. **If the Board decides to change to a new software program for reporting purposes, teachers shall be provided with training, on paid time, no less than one (1) month before such reports are due to be submitted.**
5. **Whichever software the Board decides to use for reporting, teachers shall be provided access to the downloadable software no later than the first week of school.**


Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:











- B. Tice _____



FOR THE UNION:














LETTER OF AGREEMENT # L3

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

RE: WECSSAA

1. The Board and the Union agree that should a Department Head be awarded the position of WECSSAA Secretary Treasurer, they shall be permitted to retain their Headship and count the release time as sections in the department for the purposes of staffing.

Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:



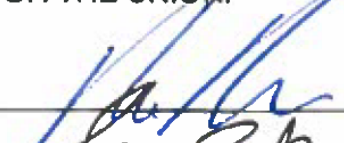






B. Tice





FOR THE UNION:











LETTER OF AGREEMENT # L4

BETWEEN

**The Greater Essex County District School Board
(hereinafter “the Board”)**

And

**Ontario Secondary School Teachers’ Federation, District 9, Teacher Bargaining Unit
(hereinafter “the Union”)**

RE: WESTERN SECONDARY SCHOOL

1. Notwithstanding the changes to Article L22.1 Class Size, the Board shall continue to adhere to the following class size limits until the closure of Western Secondary School:
 - a. Grade 9-12 Non Tech (O.P.E.C.) courses shall have a class size of 21.
 - b. Grades 9-12 Tech courses shall have a class size maximum of 19.
 - c. MAPS (My Achievement Pathway to Success) non-credit courses shall have a class size maximum 14.
 - d. Cooperative Education:
 - 1 section: 24 credits
 - 2 sections: 52 credits
 - 3 sections: 88 credits
 - e. 4 Credit Co-op
These totals apply if the majority of the Co-op teacher’s timetable is 4 credit students
 - 1 section: 33 credits
 - 2 sections (am or pm only): 67 credits
 - 3 sections: 100 credits
2. Notwithstanding the changes to Article L15.3 Department Structure and Department Headships, the Board and the Union shall continue to adhere to the following department structures and headships until the closure of Western Secondary School:
 - a. Western will be allocated Major Department Heads in:
 - i. MAPS
 - ii. Pure and Applied Science
 - iii. Guidance
 - iv. Physical Education and Student Activities

- v. English and Social Sciences will be one department with a Major and a Minor Department Head
 - vi. Technological Education will have a Major and two Minor Department Heads
- b. An additional Minor Headship shall be assigned to the MAPS program where it exceeds 50 sections.

Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:



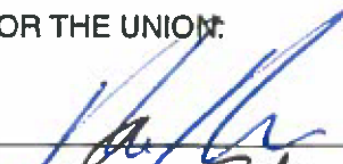












FOR THE UNION:











LETTER OF AGREEMENT # L5

BETWEEN

**The Greater Essex County District School Board
(hereinafter "the Board")**

And

**Ontario Secondary School Teachers' Federation, District 9, Teacher Bargaining Unit
(hereinafter "the Union")**

**RE: COMMITTEE TO EXAMINE LEAVE OF ABSENCE REQUESTS AND ALTERNATIVE USES
OF TOP-UP DAYS**

A committee comprised of up to four (4) Board and four (4) OSSTF representatives will be formed. The committee will hold their first meeting no later than sixty (60) school days following ratification. The committee will examine the following:

1. Article L18 Leaves of Absence – Extended, to allow teachers to access single unpaid days throughout the school year.
2. STLDP Top-Up days

The committee will make recommendations to implement for a trial period in the 2021-2022 school year.

Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:











FOR THE UNION:

