

COLLECTIVE AGREEMENT

BETWEEN

**DISTRICT SCHOOL BOARD
ONTARIO NORTH EAST**

AND

**DISTRICT 1, ONTARIO NORTH EAST
OF THE
ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION**

September 1, 2019 – August 31, 2022

CONSISTING OF:

PART A – CENTRALLY AGREED TERMS

PART B – LOCALLY AGREED TERMS

TABLE OF CONTENTS

OSSTF TEACHERS – PART A: CENTRAL TERMS

C1.00	STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT	3
C1.1	Separate Central and Local Terms	3
C1.2	Implementation	3
C1.3	Parties	3
C1.4	Single Collective Agreement	3
C2.00	LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL	3
C2.1	Term of Agreement	3
C2.2	Amendment of Terms	3
C2.3	Notice to Bargain	3
C3.00	DEFINITIONS	4
C4.00	CENTRAL LABOUR RELATIONS COMMITTEE	4
C5.00	CENTRAL GRIEVANCE PROCESS	4
C5.1	Definitions	5
C5.2	Central Dispute Resolution Committee	5
C5.3	The grievance shall include	6
C5.4	Referral to the Committee	6
C5.5	Voluntary Mediation	6
C5.6	Selection of the Arbitrator	7
C6.00	CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER	7
C7.00	BENEFITS	7
C7.1	ELHT Benefits	7
C7.2	Eligibility and Coverage	7
C7.3	Funding	8
C7.4	Full-Time Equivalent (FTE) and Employer Contributions	8
C7.5	Benefits Committee	9
C7.6	Privacy	9
C7.7	Benefits not provided by the OSSTF ELHT	9
C7.8	Benefits for Daily Occasional Teachers	9
C7.9	Payment in Lieu of Benefits	10
C7.10	WSIB Top-Up	10
C7.11	Long-Term Disability (Employee Paid Plans)	11

C8.00 STATUTORY LEAVES OF ABSENCE/SEB	11
C8.1 Family Medical Leave or Critical Illness Leave	11
C9.00 SICK LEAVE	12
C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers).....	12
a) Sick Leave Benefit Plan	12
b) Sick Leave Days	12
c) Short-Term Leave and Disability Plan (STLDP)	12
d) Eligibility and Allocation	13
e) Short-Term Leave and Disability Plan Top-up	14
f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment	14
g) Administration	15
C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT	15
C11.00 MINISTRY/SCHOOL BOARD INITIATIVES	15
C12.00 OCCASIONAL TEACHERS AND PA DAYS	16
C13.00 PROVINCIAL FEDERATION RELEASE DAYS	16
C14.00 E-LEARNING	17
APPENDIX A – RETIREMENT GRATUITIES	18
A. Sick Leave Credit-Based Retirement Gratuities	18
B. Other Retirement Gratuities	18
APPENDIX B – ABILITIES FORM	19
LETTER OF AGREEMENT #1 RE: Sick Leave.....	21
LETTER OF AGREEMENT #2 RE: Status Quo Central Items.....	22
LETTER OF AGREEMENT #3 RE: Central Items That Modify Local Terms	23
LETTER OF AGREEMENT #4 RE: Qualifications Evaluation Council of Ontario (QECO)	26
LETTER OF AGREEMENT #5 RE: Provincial Working Group – Health and Safety	27
LETTER OF AGREEMENT #6 RE: Online Reporting Tool for Violent Incidents	28
LETTER OF AGREEMENT #7 RE: Half Day of Violence Prevention Training	29
LETTER OF AGREEMENT #8 RE: Combined Teachers’ Bargaining Units.....	30
LETTER OF AGREEMENT #9 RE: Long Term Disability Administration	31
LETTER OF AGREEMENT #10 RE: Employee Life and Health Trust (ELHT) Committee	33
LETTER OF AGREEMENT #11 RE: Pilot on a Streamlined Arbitration Process Model	34
LETTER OF AGREEMENT #12 RE: E-Learning Implementation Committee	35
LETTER OF AGREEMENT #13 RE: E-Learning Alternative Models	36
HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY	37

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%

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: ☐ Yes ☐ 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:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ 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: ☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (<i>please specify</i>):	Standing: ☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (<i>please specify</i>):	Sitting: ☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (<i>please specify</i>):	Lifting from floor to waist: ☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: ☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (<i>please specify</i>):	Stair Climbing: ☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td>☐ Gripping</td> <td>☐ Gripping</td> </tr> <tr> <td>☐ Pinching</td> <td>☐ Pinching</td> </tr> <tr> <td>☐ Other (<i>please specify</i>):</td> <td>☐ Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	☐ Gripping	☐ Gripping	☐ Pinching	☐ Pinching	☐ Other (<i>please specify</i>):	☐ Other (<i>please specify</i>):
Left Hand	Right Hand										
☐ Gripping	☐ Gripping										
☐ Pinching	☐ Pinching										
☐ Other (<i>please specify</i>):	☐ Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

☐ Bending/twisting repetitive movement of (please specify):	☐ Work at or above shoulder activity:	☐ Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	☐ Yes ☐ No ☐ Yes ☐ No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Following Directions: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Decision- Making/Supervision: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Multi-Tasking: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Memory: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Social Interaction: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	Communication: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>				
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: ☐ 6-10 days ☐ 11- 15 days ☐ 16- 25 days ☐ 26 + days			Have you discussed return to work with your patient? ☐ Yes ☐ No	
Recommendations for work hours and start date (if applicable): ☐ Regular full time hours ☐ Modified hours ☐ Graduated hours			Start Date: dd mm yyyy	
Is patient on an active treatment plan?: ☐ Yes ☐ No				
Has a referral to another Health Care Professional been made? ☐ Yes (optional - please specify): _____ ☐ No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? ☐ Yes ☐ 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 STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

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

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B – LOCALLY AGREED TERMS

Table of Contents

Preamble	1
ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - PURPOSE AND EFFECTIVE PERIOD	3
ARTICLE 3 - RECOGNITION.....	3
ARTICLE 4 - STATUTORY RESPONSIBILITY	4
ARTICLE 5 - REASONABLE EXERCISE OF RIGHTS.....	4
ARTICLE 6 - WORKLOAD	4
6.01 Teaching Assignment.....	4
6.02 Additional Professional Assignments (APA)	5
6.03 Class Size	6
6.04 Dual Credit Courses	6
6.05 Other Workload	6
6.06 Blended Courses/Classrooms	7
ARTICLE 7 - E-LEARNING	7
ARTICLE 8 - GRID PLACEMENT	8
ARTICLE 9 - SALARY SCHEDULE AND ALLOWANCES	9
9.01 Salary Grids:	9
9.03 Credit for Elementary and Secondary Teaching Experience.....	10
9.04 Related Industrial or Trade Experience	11
9.05 Business and Professional Experience.....	11
9.06 Documentation	11
9.07 Records.....	11
9.08 Department Heads (Positions of Added Responsibility).....	12
9.09 Board, Regional or District Positions	13
9.10 Allowances for Degrees	14
9.11 Allowance for Additional Qualifications	14
9.12 Conferences.....	14
9.13 Alternative Education	14
9.14 Summer School.....	14
9.15 Independent Study	14
9.16 Night School.....	14
9.17 Continuing Education	14
9.18 Correspondence (ILC).....	15
ARTICLE 10 - METHOD OF PAYMENT.....	15
10.11 OSSTF Dues.....	16

ARTICLE 11 - PD FUND	16
ARTICLE 12 - BENEFITS	16
12.03 Long Term Disability (LTD) Insurance Plan	17
ARTICLE 13 - LEAVES OF ABSENCE	17
13.02 Deductions from Sick Leave Allocation.....	17
13.03 Absence Covered by Workplace Safety Insurance Board (WSIB)	18
13.04 Leave for Medical Appointments	18
13.05 Bereavement and Serious Illness Leave	18
13.06 Compassionate Leave of Absence	18
13.08 Leave for Personal Business.....	19
13.09 Leave for Examinations	19
13.10 Yearly Leave for OSSTF Officers	19
13.11 Leave for Grievance, Arbitration, and/or Mediation.....	19
13.12 Other Leaves Requested by the Bargaining Unit.....	20
13.13 Leave for the Birth of a Child	20
13.14 Emergency Leave	20
13.15 Inclement Weather	20
13.16 Quarantine	20
13.17 Other Paid Leaves.....	20
ARTICLE 14 - STATUTORY LEAVES OF ABSENCE	20
14.01 Leave for Jury or Witness Duty	20
14.02 Pregnancy Leave	20
14.03 Supplemental Employment Benefits (SEB) Plan	21
14.04 Adoption Leave	22
14.05 Parental Leave	22
ARTICLE 15 - RETIREMENT GRATUITY & RETIREMENT SAVING PLAN	24
15.01 Sick Leave Credit Gratuity.....	24
15.02 Group Retirement Savings Plan	24
ARTICLE 16 - VACANCIES	24
16.01 Vacancies	24
16.02 Posting of Vacancies.....	25
ARTICLE 17 - STAFF GENERATION AND ALLOCATION	26
17.01 Secondary Schools Staffing Committee	26
17.02 In School Staffing	26
17.05 External Hiring.....	26
ARTICLE 18 - SENIORITY, TRANSFER, SURPLUS, DISPLACEMENT, REDUNDANCY AND RECALL PROCEDURES.....	27
18.01 Seniority	27
18.08 Teacher Exchange	28
18.09 Teacher Transfers.....	28

18.10	Administrative Initiated Transfers	28
18.11	Surplus Declaration	29
18.17	Displacement Process.....	29
18.27	Redundancy	30
18.28	Recall	31
18.29	Other Options.....	31
18.29.10	IMPORTANT DATES (FOR REFERENCE)	32
ARTICLE 19 - PERSONNEL FILES		32
ARTICLE 20 - MEDICAL PROCEDURE.....		33
ARTICLE 21 - HEALTH AND SAFETY		33
ARTICLE 22 - DEFERRED SALARY LEAVE PLAN		33
22.01	Purpose.....	33
22.02	Description	34
22.03	Qualifications.....	34
22.04	Application	34
22.05	Approval or Denial.....	34
22.06	Conditions	34
ARTICLE 23 - GENERAL		35
ARTICLE 24 - SHORT TERM REPLACEMENT OF A PRINCIPAL OR VICE PRINCIPAL...35		
24.01	Teacher-in-Charge (TIC)	35
24.04	Temporary Assignments as Principals and Vice Principals.....	36
ARTICLE 25 - CRIMINAL BACKGROUND CHECK		36
ARTICLE 26 - TEACHER PERFORMANCE APPRAISAL		36
ARTICLE 27 - DATA FOR NEGOTIATIONS		37
ARTICLE 28 - UNION ACCESS.....		38
ARTICLE 29 - GRIEVANCE AND ARBITRATION PROCEDURE		38
29.08	Informal Stage.....	38
29.09	Grievance Procedure	39
29.10	Grievance Mediation	39
29.11	Arbitration.....	39
29.12	Single Arbitrator Default	40
29.13	Board of Arbitration Selection.....	40
ARTICLE 30 - JUST CAUSE.....		40
ARTICLE 31 - TERMINATION OF EMPLOYMENT		41
APPENDIX A - Sick Leave Gratuities Plans and Entitled Teachers.....		42
SIGNATURE PAGE		48

Preamble

Except as specifically provided herein, the words and phrases used in this Agreement shall be ascribed the meaning provided for in the Education Act as amended from time to time, and the Regulations thereto and shall be interpreted consistently with the provisions of the said Statutes and Regulations.

ARTICLE 1 - DEFINITIONS

- 1.01 BARGAINING UNIT** shall be defined as the Teacher Bargaining Unit, District 1, Ontario North East, of the Ontario Secondary School Teachers' Federation (OSSTF).
- 1.02 BOARD or EMPLOYER** shall be defined as District School Board Ontario North East.
- 1.03 CAMPUS** shall be defined as an alternate work site associated with a school, including but not limited to, PACE, and all Section 23 locations.
- 1.04 COMBINED CLASS** shall be defined as a class having multi-grade and/or multi-level courses assigned within a single period.
- 1.05 CONTINUING EDUCATION TEACHER** means a Teacher employed to teach an education course or class established in accordance with the regulations for which membership in the Ontario College of Teachers is required by the regulations.
- 1.06 CREDIT** is granted in recognition of completion of a course within the time stipulated by the Ministry of Education and Training for the granting of a credit.
- 1.07 DAY** shall be defined as school day unless otherwise indicated.
- 1.08 DEPARTMENT HEAD** shall be defined as a Teacher who has been appointed to be in charge of an **organizational** unit.
- 1.09 DISCIPLINE** shall be defined as a suspension without pay, loss of pay for disciplinary purposes, or a letter of reprimand from the Board or Supervisory Officer or Principal or Vice Principal, or a letter of reprimand which is copied to a Supervisory Officer or the Teacher's Personnel File or to the Teacher.
- 1.10 DISPLACEMENT** shall be defined as the transfer of the most junior Teacher who is not declared redundant, to a vacancy in a school or entity which was created by the declaration of redundancy.
- 1.11 ENTITY** shall be defined as:
- a. École Secondaire Cochrane High School and Iroquois Falls Secondary School
 - b. Englehart High School and Timiskaming District Secondary School
 - c. Roland Michener Secondary School and Timmins High and Vocational School
 - d. Hearst High School
 - e. Kapuskasing District High School
 - f. Kirkland Lake District Composite School

- 1.12** **GRIEVANCE** shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning this Collective Agreement.
- 1.13** **OCCASIONAL TEACHER** shall be defined as a member of the OSSTF District 1 Occasional Teacher Bargaining Unit.
- 1.14** **ORIGINATING SCHOOL** shall be defined as the school, including any campuses, from which a Teacher has been transferred voluntarily, transferred, displaced, declared redundant, or been granted a leave of absence.
- 1.15** **OSSTF** shall be defined as the Ontario Secondary School Teachers' Federation.
- 1.16** **PARTY** shall be defined as either the Bargaining Unit or the Board.
- 1.17** **PERIOD** shall be defined as the block of time or time allocation required by the Ministry of Education and Training for one credit.
- 1.18** **PREDECESSOR BOARDS** shall be defined as Cochrane – Iroquois Falls, Black River – Matheson Board of Education, Hearst Board of Education, Kapuskasing-Smooth Rock Falls and District Board of Education, Kirkland Lake Board of Education, Timiskaming Board of Education, and Timmins Board of Education.
- 1.19** **REDUNDANT TEACHER** shall be defined as one who is in excess of the projected staffing allocation in the system.
- 1.20** **SCHOOL** shall be defined as a secondary school which includes Ecole Secondaire Cochrane High School, Englehart High School, Hearst High School, Iroquois Falls Secondary School, Kapuskasing District High School, Kirkland Lake District Composite School, Roland Michener Secondary School, Timiskaming District Secondary School, and Timmins High and Vocational School.
- 1.21** **SCHOOL DAY** shall be defined as an instructional day, Professional Activity day, Professional Development day, or examination day.
- 1.22** **SEMESTER** shall be defined as approximately half the instructional days including any examination, Professional Development, or Professional Activity days of the school year.
- 1.23** **SENIORITY** shall be the length of continuous service with the District School Board Ontario North East or a Predecessor Board as a Bargaining Unit (OSSTF) Teacher from the first day worked after being hired.
- 1.24** **SPOUSE** shall be defined as the legally married spouse of the Teacher, a same-sex partner or a person who cohabits with the Teacher in a common-law relationship.
- 1.25** **STUDENT CONTACT** shall be defined as a Teacher having contact with one student in one credit in one semester or equivalent. Portions of this will be recognized for partial credit.
- 1.26** **SUPERVISION** shall be defined as duties carried out in assigned time.
- 1.27** **SURPLUS TEACHER** shall be defined as one who is in excess of the staff complement adopted by the Board for an Entity.

- 1.28** **SYSTEM** shall be defined as all secondary schools under the jurisdiction of the Board.
- 1.29** **TEACHER** shall be defined as a member of the Teacher Bargaining Unit.
- 1.30** **VACANCY** is defined as a position left vacant as a result of the promotion, secondment, transfer, retirement, resignation or death of a Teacher.

ARTICLE 2 - PURPOSE AND EFFECTIVE PERIOD

- 2.01** It is the intent and purpose of the Parties to this Agreement:
- 2.01.1** to maintain the existing harmonious relations between the Board and the Bargaining Unit;
 - 2.01.2** to recognize the mutual value of joint discussions in all matters referred to in this Collective Agreement; and
 - 2.01.3** to set forth harmoniously the conditions of employment together with the salaries and the allowances which govern the Teachers who are covered by the Agreement;
 - 2.01.4** to provide for the prompt and fair disposition of grievances;
 - 2.01.5** to encourage effectiveness in the operation of our schools.
- 2.02** The Collective Agreement becomes effective upon ratification by both parties and shall remain in effect from September 1, 2019 to August 31, 2022.
- 2.03** Notwithstanding the period of notice stipulated in Section 59 of The Labour Relations Act, either Party may notify the other within the period of one hundred and eighty (180) days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications, of this Collective Agreement.
- 2.04** Any amendment to or variation in procedures specifically set out in the terms of the Collective Agreement shall be in writing and by mutual consent of the Board and the Union.
- 2.05** There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the Ontario Labour Relations Act.
- 2.06** The ratified Collective Agreement shall be posted on DocuShare within two weeks of being proofed by the Bargaining Unit.

ARTICLE 3 - RECOGNITION

- 3.01** The Employer recognizes the Ontario Secondary School Teachers’ Federation (“OSSTF”) as the exclusive bargaining agent authorized to negotiate on behalf of its members employed to teach by the District School Board Ontario North East 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.

- 3.02** The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of OSSTF.
- 3.03** The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor, or duly authorized representative to assist, advise, or represent Teachers in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.04** The Bargaining Unit recognizes the right of the Employer to consult with their professional management and to obtain other such additional outside assistance as the Employer considers appropriate.
- 3.05** The Employer further recognizes the right of OSSTF to represent a Teacher at any meeting when corrective counselling or formal discipline is being administered or a meeting where there is a reasonable possibility of disciplinary action being taken.

ARTICLE 4 - STATUTORY RESPONSIBILITY

- 4.01** The Employer agrees to abide by the Education Act, the Employment Standards Act, the Ontario Human Rights Code, and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder.

ARTICLE 5 - REASONABLE EXERCISE OF RIGHTS

- 5.01** The Employer and the Bargaining Unit agree that their rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory, and consistent with the Collective Agreement and the prevailing statutes.

ARTICLE 6 - WORKLOAD

- 6.01** [Teaching Assignment](#)
- 6.01.1** Each full-time Teacher will be assigned core responsibilities of 6 periods out of 8 periods.
- 6.01.2** No Teacher identified under 6.01.1 shall be assigned more than 3 periods per day per semester. Of the 3 periods of eligible programs, no more than 2 half-credit courses may be assigned without the mutual consent of the Principal, the Teacher and the Bargaining Unit President or designate.
- 6.01.3** Notwithstanding Article 6.01.2 the In-School Staffing Committee may consider and approve special program (e.g. 4-credit packages) needs in reviewing instructional assignments. Such assignments shall require the consent of the Teacher.
- 6.01.4** Of the 6 periods assigned, no more than two (2) non-semestered, year-long 1.0 credit courses may be assigned without the mutual consent of the Principal, the Teacher and the Bargaining Unit President or designate.

6.02 Additional Professional Assignments (APA)

- 6.02.1 Each full-time Teacher may also be assigned up to the following maxima of “Additional Professional Assignments” which includes some combination of on-calls, supervisions, student mentoring and/or Teacher mentoring based on seventy-five (75) minute periods as outlined below:

Additional Professional Assignments

# of Periods Assigned	FTE Status	Half-periods of on-calls, Supervision, Student/Teacher Mentoring
1	0.167	9
2	0.333	19
3	0.5	28
4	0.667	37
5	0.833	47
6	1	56

- 6.02.2 Teachers may be assigned a maximum of 27 on-calls per school year.
- 6.02.3 Workload, on-call, supervision and mentorship duties assigned to part-time Teachers shall be prorated in accordance with the ratio that the Teacher’s entitlement bears to that of a full-time Teacher as outlined in 6.02.1.
- 6.02.4 All on-calls, supervision and mentoring shall be equitably assigned and performed within the instructional day. To be clear, the Principal may assign hall/bus supervision before the start of classes and after the end of classes. Any scheduling of on-calls/supervision and mentoring performed outside of the instructional day shall be with the consent of the Teacher affected, the Principal, and the Bargaining Unit President or designate.
- 6.02.5 Supervision may include supervision required during the lunch period, before school, study hall and after school bus supervision.
- 6.02.6 On-call, supervision and mentorship assignments will be for no more than one-half (1/2) period.
- 6.02.7 A Teacher will not be assigned more than two (2) on-calls or supervisions in one week. Such assignments shall be equitably timetabled and performed within the instructional day.
- 6.02.8 Except in the case of an emergency situation, Teachers shall be notified of any on-call assignments a minimum of 30 minutes prior to the commencement of regularly scheduled classes. It is understood that a message in the Teacher’s mailbox or an email message constitutes notification.
- 6.02.9 Emergency shall be defined as an unforeseen circumstance occurring during that school day.
- 6.02.10 Supervision time will be equitably allocated.
- 6.02.11 Supervision, or on-calls may be blocked in consultation with the Branch President or designate.

- 6.02.12 A Teacher who has completed two (2) on-calls or supervisions in the week may be assigned an on-call or a supervision in an emergency situation which arises during that School Day; such on-call or supervision will count towards the total number of on-calls or supervisions.
- 6.02.13 Teachers who have physical education qualifications noted on their Ontario Teacher's Qualifications Record Card may be assigned supervision of a gymnasium during the supervision specified in 6.02.
- 6.02.14 Notwithstanding 6.02.13, by mutual consent, a Teacher may agree to supervision of a gymnasium during the supervision specified in 6.02.
- 6.02.15 No Teacher shall be assigned on-calls in any Technological Studies, Family Studies, or Science courses with the expectation of delivering practical instruction.
- 6.02.16 Records of on-calls and supervision assignments will be kept, and will be reviewed by the Branch President or designate and the Secondary Schools Staffing Committee. The records shall be made available, five times per year, upon request by the Branch President or designate.

6.03 **Class Size**

- 6.03.1 The Principal, in consultation with the Branch President or designate, shall determine the deployment of teaching staff to program using the school's allocation to classroom, Services classes, guidance, library and special education. This shall be accomplished in ways which meet the needs of students in the school. The following Class Size maximums shall also be met by the end of the fourth week of each semester:

Effective September 1, 2019

6.03.1.1 Academic/University	29
6.03.1.2 Open/University-College/College	26
6.03.1.3 Applied/Workplace	24
6.03.1.4 Technical (Construction/Manufacturing/Transportation)	20
6.03.1.5 Essential (Locally Developed)	15
6.03.1.6 Co-operative Education	20

- 6.03.2 Notwithstanding 6.03.1, individual classes may exceed the maximum by no more than 15%, provided that the Teacher's aggregate maximum for the semester does not exceed the maxima by 5%.
- 6.03.3 The length of the school day shall not exceed seven and one-half (7 ½) hours. This does not preclude a Teacher's voluntary participation in school extra-curricular activities.

6.04 **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 in the Board pursuant to this Collective Agreement and/or any class-size regulation.

6.05 **Other Workload**

- 6.05.1 No teacher shall be assigned administrative duties normally performed by management except as per Article 24 (Short Term Replacement of a Principal or Vice-Principal).

- 6.05.2 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:45 AM and 2:00 PM.
- 6.05.3 No Teacher shall be assigned more than 150 consecutive minutes of instructional time and/or supervision without a minimum ten (10) minute break.
- 6.05.4 Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. Extra-curricular activities shall not be assigned to any Teacher.
- 6.05.5 Time during the school day not assigned in accordance with 6.01 and 6.02 shall be available to the Teacher for preparation and marking.
- 6.05.6 During examination days, Teachers who are not assigned to supervise examinations may mark examinations at home, but must be accessible by telephone to the Principal and be able to return to School to assist students during regular school hours.
- 6.06** **Blended Courses/Classrooms**
- 6.06.1 Blended classes are taught live by a Teacher in their home School. Students in the home school attend the live classroom while students in the connected School(s) attend online at the same time.
- 6.06.2 Blended class sizes will follow those listed in 6.03.
- 6.06.3 The Board shall not make recordings of Teachers teaching blended classroom courses without the Teacher's consent.

ARTICLE 7 - E-LEARNING

- 7.01** A class enrolled in a course for a secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the provisions as outlined in Article 6 (Workload). Student FTE assigned to such classes shall be used to generate the FTE Teachers within the Bargaining Unit.
- 7.02** All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the Teacher assigned to the electronic classroom.
- 7.02.1 A Teacher teaching electronically delivered courses shall work the same Days as any other classroom Teacher, and shall not be expected to extend into non-school hours.
- 7.02.2 A Teacher teaching electronically delivered courses shall be attached to a School for staffing purposes.
- 7.02.3 A Teacher teaching electronically delivered courses shall have a timetable that includes APA's, preparation time and a lunch period.
- 7.03** A Teacher teaching electronically delivered courses shall be assigned a work location in the Teacher's secondary school.
- 7.03.1 E-learning courses shall not be combined with regular day school courses.

- 7.04** A Teacher teaching electronically delivered courses to students in another location shall correspond with students only through a Board server. The Board shall supply the Teacher with an email address.
- 7.05** A Teacher teaching electronically delivered courses shall report to school board personnel only and shall be evaluated by a principal or vice-principal and/or a supervisory officer employed by the Board.
- 7.06** A Teacher teaching electronically delivered courses shall be subject to the workload provisions set out in Article 6 (Workload).
- 7.07** The Board shall not make recordings of Teachers teaching courses by electronically delivered curriculum without the Teacher's consent.
- 7.08** The Board agrees to provide the Bargaining Unit President or designate with information pertaining to enrolment, staffing and the credit courses offered by electronically delivered curriculum.

ARTICLE 8 - GRID PLACEMENT

- 8.01** No newly hired Teacher will be placed at a salary level different than that being paid to a Teacher of the incumbent staff having the same or equal certification rating, qualifications, experience and responsibility.
- 8.02** A Teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount of salary as outlined in Article 8 (Grid Placement).
- 8.03** In order to receive retroactive pay to September in any school year for a change in category or allowances, a Teacher must:
- 8.03.1 Have successfully completed the necessary course requirements for change by August 31 preceding the school year,
- 8.03.2 Have notified the Board, in writing by December 1st of the school year that he/she has applied or will be applying for a certification rating statement, indicating the category change expected; and
- 8.03.3 Have submitted the necessary category rating statement to the Board by May 31 of the school year.
- 8.04** In order to receive retroactive pay to January 1, in any school year for a change in category or allowances, a Teacher must:
- 8.04.1 Have successfully completed the necessary course requirements for the change by December 31 of the school year;
- 8.04.2 Have notified the Board, in writing by February 28 of the school year that he/she has applied for or intends to apply for a certification rating statement, indicating the category change expected; and
- 8.04.3 Have submitted the necessary category rating statement to the Board by May 31 of the school year.

- 8.05** Where, if applicable, no proof of category is submitted, the Teacher will be placed in Category 1, until an original Qualifications Evaluation Council of Ontario (QECO) Statement of Evaluation is submitted.
- 8.05.1** Should any delay in obtaining the documentation required in accordance with articles 8.03 and 8.04 be caused by the Qualifications Evaluation Council of Ontario (QECO), or the College of Teachers, all relevant correspondence may be forwarded to the Director of Education or designate with a request for special consideration. Correspondence should demonstrate that the Teacher took all necessary steps to obtain the required documentation in a timely manner.
- 8.05.2** The granting of any special request for an exception to the foregoing shall be at the sole discretion of the Director of Education or designate.
- 8.06** Category definitions shall be those set out in the current Qualifications Evaluation Council of Ontario (QECO) Certification Regulations. In order to receive salary beyond the Category 1 Level, an original QECO Statement of Evaluation must be submitted. Future amendments to the QECO Certification Regulations, which are approved by OPSBA and agreed to by the Board, will become effective the following school year. Nothing in this provision shall be construed to give it retroactive salary application. OSSTF Certification Rating Statements prior to 2021 will be honoured.

ARTICLE 9 - SALARY SCHEDULE AND ALLOWANCES

9.01 Salary Grids:

Effective September 1, 2019

1% Increase

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	49,546.17	1,905.6221	51,350.22	1,975.0087	55,823.81	2,147.0696	58,851.58	2,263.5222
1	52,336.08	2,012.9260	54,375.13	2,091.3510	59,427.61	2,285.6774	62,707.57	2,411.8297
2	55,127.41	2,120.2850	57,397.16	2,207.5831	63,029.98	2,424.2300	66,569.30	2,560.3577
3	57,914.44	2,227.4786	60,422.06	2,323.9254	66,640.95	2,563.1133	70,425.29	2,708.6652
4	60,701.48	2,334.6723	63,444.09	2,440.1575	70,250.48	2,701.9415	74,281.29	2,856.9727
5	63,498.55	2,442.2517	66,466.13	2,556.3896	73,852.85	2,840.4941	78,144.45	3,005.5558
6	66,282.71	2,549.3352	69,485.30	2,672.5114	77,465.24	2,979.4325	82,000.45	3,153.8633
7	69,076.91	2,656.8044	72,514.50	2,789.0191	81,071.91	3,118.1504	85,860.74	3,302.3362
8	71,865.38	2,764.0532	75,532.23	2,905.0858	84,675.71	3,256.7582	89,718.17	3,450.6988
9	74,652.42	2,871.2468	78,554.27	3,021.3179	88,288.11	3,395.6966	93,574.16	3,599.0063
10	77,440.89	2,978.4956	81,582.03	3,137.7705	91,891.91	3,534.3043	97,433.03	3,747.4240
11	81,282.55	3,126.2520	84,664.25	3,256.3173	95,497.15	3,672.9672	101,293.32	3,895.8969

Effective September 1, 2020

1% Increase

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	50,041.64	1,924.6783	51,863.73	1,994.7587	56,382.05	2,168.5403	59,440.09	2,286.1574
1	52,859.44	2,033.0553	54,918.88	2,112.2645	60,021.89	2,308.5341	63,334.65	2,435.9480
2	55,678.68	2,141.4878	57,971.13	2,229.6589	63,660.28	2,448.4723	67,234.99	2,585.9612
3	58,493.59	2,249.7534	61,026.28	2,347.1646	67,307.35	2,588.7444	71,129.55	2,735.7518
4	61,308.49	2,358.0190	64,078.54	2,464.5590	70,952.98	2,728.9609	75,024.10	2,885.5424
5	64,133.53	2,466.6743	67,130.79	2,581.9535	74,591.37	2,868.8990	78,925.89	3,035.6113
6	66,945.54	2,574.8285	70,180.15	2,699.2365	78,239.90	3,009.2268	82,820.45	3,185.4019
7	69,767.68	2,683.3724	73,239.64	2,816.9093	81,882.63	3,149.3320	86,719.35	3,335.3595
8	72,584.04	2,791.6937	76,287.55	2,934.1367	85,522.47	3,289.3258	90,615.35	3,485.2058
9	75,398.94	2,899.9593	79,339.81	3,051.5311	89,170.99	3,429.6536	94,509.91	3,634.9964
10	78,215.29	3,008.2805	82,397.85	3,169.1482	92,810.83	3,569.6474	98,407.36	3,784.8983
11	82,095.38	3,157.5145	85,510.89	3,288.8805	96,452.12	3,709.6968	102,306.25	3,934.8559

Effective September 1, 2021

1% Increase

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	50,542.05	1,943.9251	52,382.36	2,014.7063	56,945.87	2,190.2257	60,034.49	2,309.0190
1	53,388.03	2,053.3858	55,468.07	2,133.3871	60,622.11	2,331.6195	63,967.99	2,460.3075
2	56,235.47	2,162.9027	58,550.84	2,251.9555	64,296.88	2,472.9570	67,907.34	2,611.8208
3	59,078.53	2,272.2510	61,636.54	2,370.6363	67,980.43	2,614.6319	71,840.84	2,763.1093
4	61,921.58	2,381.5992	64,719.32	2,489.2046	71,662.51	2,756.2505	75,774.34	2,914.3978
5	64,774.87	2,491.3410	67,802.10	2,607.7730	75,337.29	2,897.5880	79,715.15	3,065.9674
6	67,615.00	2,600.5768	70,881.95	2,726.2289	79,022.30	3,039.3191	83,648.65	3,217.2559
7	70,465.36	2,710.2062	73,972.04	2,845.0784	82,701.46	3,180.8253	87,586.54	3,368.7131
8	73,309.88	2,819.6106	77,050.43	2,963.4781	86,377.69	3,322.2190	91,521.50	3,520.0578
9	76,152.93	2,928.9589	80,133.21	3,082.0464	90,062.70	3,463.9501	95,455.00	3,671.3463
10	78,997.45	3,038.3633	83,221.83	3,200.8397	93,738.94	3,605.3438	99,391.43	3,822.7473
11	82,916.33	3,189.0896	86,366.00	3,321.7693	97,416.64	3,746.7938	103,329.32	3,974.2044

9.01.1 The annual increment structure is set out in 9.01. The effective date for all increment changes shall be the first day of September in each year.

9.02 The salary of a part-time Teacher shall be calculated in accordance with the following formula:

$$S = (G + M) \times D/Y \times FTE$$

S = Salary

G = Grid Salary (including 9.04 and 9.05)

M = Allowances for Degrees (if applicable)

D = Number of School Days employed in the semester

Y = Number of School Days in a school year

FTE = Teacher's full-time equivalent status (as per 6.01.1)

9.03 Credit for Elementary and Secondary Teaching Experience

9.03.1 Credit shall be given for all full-time and part-time teaching experience in elementary and secondary schools in Canada.

- 9.03.2 Experience on contract less than a complete year shall be pro-rated as a decimal of a year, correct to one decimal place, computed as: Number of school days of experience divided by number of school days in school year, accumulated at the end of each school year.
- 9.03.3 When accumulated experience equals or exceeds 0.6, placement on the salary schedule shall be at the next year of experience the following September.
- 9.03.4 When accumulated experience is less than 0.6, placement on the salary schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent of experience times the grid interval. For example, 4.2 years shall be grid salary for 4 years plus 0.2 x (grid interval between 4 years and 5 years in the appropriate category).
- 9.03.5 Part-time teaching experience will be pro-rated as a decimal of full-time teaching.
- 9.03.6 When in the judgement of the Director of Education or designate, other teaching experience as deemed valid equivalent of teaching experience in Secondary and/or Elementary schools in Ontario, the allowance shall be set in accordance with the grids set forth in 9.01 and the Bargaining Unit shall be notified.
- 9.04** [Related Industrial or Trade Experience](#)
- 9.04.1 Related Industrial or Trade Experience above the requirements for entrance to an Ontario Faculty of Education shall be paid as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as a full year with the seven (7) year maximum without retroactivity of payment.
- 9.05** [Business and Professional Experience](#)
- 9.05.1 Business and Professional Experience either acquired after graduation from a university or other acceptable post-secondary school of learning, or acquired above requirements for entrance to an Ontario Faculty of Education shall be as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as one (1) year within the seven (7) years maximum without retroactivity of payments.
- 9.06** [Documentation](#)
- 9.06.1 The onus shall be on a newly hired Teacher to produce verification of the types of experience set forth in sections 9.04 and 9.05 within four (4) months of the effective date of hiring.
- 9.06.1.1 At the point of hiring, the Board shall inform each newly hired Teacher of the necessity of producing the verification set forth in 9.06.1.
- 9.07** [Records](#)
- 9.07.1 Upon hiring a Teacher, the Board shall inform the Teacher how to access their Collective Agreement on DocuShare.
- 9.07.2 The Board shall provide to the Teacher a statement which indicates for each type of allowance granted:
- 9.07.2.1 The total number of years and/or part-years accepted by the Board at the time of hiring and the dollar rate per year that was granted and

- 9.07.2.2 The total number of years and/or part-years documented by the Teacher under each type of allowance whether granted or not.
- 9.07.3 The Board shall send Teachers a written acknowledgement of any changes in qualifications.
- 9.07.4 The Board may not reduce the allowance as specified in 9.04 and 9.05 once a Teacher is hired or first given an assignment. Allowances for experience will in no way pierce the grid maximum category.
- 9.08** **Department Heads (Positions of Added Responsibility)**
- 9.08.1 A Teacher appointed to a Department Head position shall hold Specialist Qualifications in at least one of the areas of the organisational unit. Should no Teacher hold the required Specialist Qualification, the Teacher appointed shall obtain such qualifications within one school year. Should the appointed Teacher fail to obtain the required Specialist Qualification after one school year, the position will be re-posted.
- 9.08.2 A Teacher in a Department Head position must have at least one permanent section per semester at that School on their timetable.
- 9.08.2.1 In the event that no permanent Teacher applies for the position, a Teacher at the School in an LTO assignment may apply for the position. It is understood that the Department Head position held by the LTO Teacher will end upon the completion of their LTO assignment.
- 9.08.3 **Interviews**
- An Interview Team of at least two persons, who shall be Superintendents, Secondary Principals or Vice Principals, shall conduct the interviews for positions of Department Heads.
- 9.08.4 **Term of Appointment**
- Each appointment for a Department Head position (Major and Minor Heads) shall have a term of three (3) years, beginning on August 31, 2020.
- 9.08.5 **Designation**
- The designation of the positions allotted to each School will be equitable and determined by the school Principal and Branch President, after consultation with the teaching staff. Final approval shall be made by the Regional Superintendent of Education.
- 9.08.6 There shall be the equivalent of twenty-four (24) Major Department Heads in Schools.
- 9.08.7 The Board may create extra Department Head positions. Consultation shall occur with the Bargaining Unit President or designate prior to such creation.
- 9.08.8 It is understood that two (2) Minor Department Heads equals one (1) Major Department Head.
- 9.08.9 A School shall have a minimum of one (1) Minor Department Head.

9.08.10**Department Head Allocation**

9.08.10.1 The allocation of Department Heads shall be as follows:

School	Major Dept. Heads
École Secondaire Cochrane High School	1.5
Englehart High School	1.5
Hearst High School	0.5
Iroquois Falls Secondary School	1.5
Kapuskasing District High School	1.5
Kirkland Lake District Composite School	3.5
Roland Michener Secondary School	2.5
Timiskaming District Secondary School	5.5
Timmins High and Vocational School	5.5

9.08.10.2 Notwithstanding 9.08.10.1, given the distinct needs at PACE, there shall be one (1) distinct Minor Department Head at PACE as part of 9.08.6.

9.08.11 School principals may organize Schools using any combination of Department Heads (Major or Minor) providing it is in accordance with 9.08.8 and 9.08.10.1.

9.08.12 On or before June 30 of each year, the Superintendent of Business and Finance, will calculate the amount designated in the Grants for Student Needs for payment of the allowances to Major or Minor Department Heads in secondary schools for the following school year.

9.08.12.1 The number of Major Department Heads for the Board will be determined by dividing the amount of funding designated for department heads from the Grants for Student Needs by the allowance for a Major Department Head, rounded up to the nearest whole number for the 3-year cycle.

9.08.12.2 The allowance for a Major Department Head will be as follows:

September 1, 2019	\$4,250.14 (1% increase)
September 1, 2020	\$4,292.64 (1% increase)
September 1, 2021	\$4,335.57 (1% increase)

It can pierce the maximum applicable grid salary.

9.08.12.3 Minor Department Heads shall receive one half the allowance of Major Department Heads.

9.09 Board, Regional or District Positions

9.09.1 Board, Regional or District positions may be created. Examples of these positions are, but not limited to, coaches, leads, contacts, district SERT. These are positions that are not assigned to a specific school.

- 9.09.2 Each Teacher holding a District SERT position shall be paid the following allowance:
- | | |
|-------------------|--------------------------|
| September 1, 2019 | \$7,804.52 (1% increase) |
| September 1, 2020 | \$7,882.56 (1% increase) |
| September 1, 2021 | \$7,961.39 (1% increase) |
- 9.09.3 A Teacher at an alternate worksite who is in charge of alternative education (PACE) shall be paid 110% of category 4 maximum as outlined in 9.01.
- 9.10** [Allowances for Degrees](#)
- 9.10.1 The allowance for a Master's Degree from an Ontario University or equivalent university shall be as outlined here below. It can pierce the maximum applicable grid salary.
- | | |
|-------------------|--------------------------|
| September 1, 2019 | \$1,383.70 (1% increase) |
| September 1, 2020 | \$1,397.54 (1% increase) |
| September 1, 2021 | \$1,411.51 (1% increase) |
- 9.11** [Allowance for Additional Qualifications](#)
- 9.11.1 Effective Sept.1/2017, the Board shall provide \$360 upon successful completion of any additional qualifications (AQ/ABQ/Masters) course. This allowance applies once per completed course and once per school year. It is understood that to qualify for this funding, approval must be granted by the Director of Education or designate.
- 9.12** [Conferences](#)
- 9.12.1 The Board shall reimburse the Teacher for all reasonable expenses, in accordance with Board policy, connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher at the request of the Board.
- 9.13** [Alternative Education](#)
- 9.13.1 Alternate and Adult Education Teachers who teach in regular classes are to be paid in accordance with 9.01.
- 9.14** [Summer School](#)
- 9.14.1 Summer School Teachers are to be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01.
- 9.15** [Independent Study](#)
- 9.15.1 Teachers who teach by independent study shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01.
- 9.16** [Night School](#)
- 9.16.1 Teachers who teach at night school shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01.
- 9.17** [Continuing Education](#)
- 9.17.1 Teachers who teach continuing education credits shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01. It is understood Continuing Education Teachers do not qualify for insured benefits as outlined in Article 12 (Benefits).

9.18 Correspondence (ILC)

9.18.1 Teachers who mark correspondence courses shall be paid according to the following:

	Sept. 1 2019	Sept. 1 2020	Sept. 1 2021
9.18.1.1 20 lessons (grades 9 & 10)	\$12.01	\$12.13	\$12.25
9.18.1.2 20 lessons (grades 11 & 12)	\$16.81	\$16.98	\$17.15
9.18.1.3 Mid-term and final exams	\$31.45	\$31.53	\$31.85

ARTICLE 10 - METHOD OF PAYMENT

10.01 Full-time Teachers, part-time Teachers and Teachers on reduced assignment who are allocated an equal number of periods in each semester shall be paid their annual salary in equal instalments every second Thursday between September 1 and August 31. This is usually 26 pay periods, but on occasion will correspond to 27 pay periods.

10.02

10.02.1 Part-time Teachers and Teachers on reduced assignments who are allocated periods in only one semester shall be paid in equal payments on the same dates as full-time Teachers during that semester.

10.02.2 Part-time Teachers and Teachers on reduced assignments shall have the option to be paid their annual salary in equal payments on the same dates as the full-time Teachers during the school year providing that some of their teaching duties are in the first semester.

10.02.3 For a part-time Teacher, salary, sick leave allocation and any other entitlements that are not specified in other provisions of this Collective Agreement shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment of 6.0 classes and 0.67 equivalent programs not to exceed 1250 minutes.

ASSIGNMENT	FTE STATUS
1 class	17%
2 classes	33%
3 classes	50%
4 classes	67%
5 classes	83%
6 classes	100%

10.03 Where a Teacher works only a part of the school year, the Teacher shall be paid a salary in the proportion that the number of days which the Teacher works bears to the total number of work days in the school year.

10.04 Teachers taking any approved leave of absence shall have the option of receiving any salary owing up to the last day worked as a lump sum payment or equal payments during the summer months as per the pay schedule. A Record of Employment (ROE) will be issued after the last payment.

10.05 Retroactive pay as a result of change in category or change in teaching assignment or promotion or resolution of grievance(s) or the signing of a memorandum of agreement shall be paid to the Teacher(s) within forty-five (45) calendar days.

- 10.06** Teachers who leave the employ of the Board will be paid any salary owing up to the last day worked.
- 10.07** Payment by each Teacher for statutory deductions and benefits determined by the Bargaining Unit shall be made in equal deductions.
- 10.08** Unless unforeseen circumstances occur, the Board shall provide the pay information slip to each Teacher at least one day prior to the day on which the direct deposit of the pay is made.
- 10.09** Each time there is a change in pay calculations (due to category change, FTE change, mid-year leave or return from leave, mid-year resignation or retirement), Teachers shall be provided with a copy of the calculation indicating how their new pay has been calculated, with the exception of the annual incrementing process.
- 10.10** For the purposes of reporting hours worked for Employment Insurance (EI), the Board shall record each full work day as 8 hours worked.
- 10.11** [OSSTF Dues](#)
- 10.11.1 On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 10.11.2 The OSSTF dues deducted in 10.11.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance Number, annual salary, salary for the period, and the amounts deducted.
- 10.11.3 Dues specified by the Bargaining Unit no later than June 30 of the preceding school year, if any, shall be deducted on each pay date and remitted to the Treasurer of OSSTF District 1 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance Number, annual salary, salary for the period, and the amounts deducted.
- 10.11.4 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 11 - PD FUND

- 11.01** Effective Sept.1 2017, the Board shall provide the Bargaining Unit with \$25,000 annually to be used at the Bargaining Unit's discretion to fund Teacher-initiated professional development opportunities.

ARTICLE 12 - BENEFITS

- 12.01** The Board shall assume the costs and administration of statutory benefits for all Teachers.

- 12.02** The Board will notify OTIP for all newly hired Teachers, to allow them to register in the benefits plan.
- 12.03** [Long Term Disability \(LTD\) Insurance Plan](#)
- 12.03.1 All Teachers shall participate in the Long Term Disability Insurance as a condition of employment subject to the terms of the OSSTF LTD plan administered by OTIP.
- 12.03.2 One hundred percent of the premium for the Long Term Disability plan shall be paid by the Teacher.
- 12.03.3 The Board neither is the policyholder of the Long Term Disability contract nor shall be liable should a claim for Long Term Disability be denied. To be clear, differences arising under the LTD contract are not capable of being differences between the parties and cannot, therefore, be the subject matter of a grievance.

ARTICLE 13 - LEAVES OF ABSENCE

- 13.01**
- 13.01.1 When a Teacher is granted a leave of absence for a period of two (2) years or less, the Teacher shall return to the teaching staff at the same position he/she left provided it still exists. Otherwise he/she may return to an alternate position for which he/she is qualified at the discretion of the Board in consultation with the Bargaining Unit President and the Principal concerned. The provision applies only if during the leave of absence, the Teacher informs the Board by April 1 preceding the end of the leave of absence, of his/her decision to return to this educational system.
- 13.01.2 Notwithstanding 13.01.1, a Teacher on a leave of absence may request to extend the leave on or before April 1 preceding the end of the leave of absence.
- 13.01.3 When a Teacher is elected to political office (Federal or Provincial) or to Provincial office of OSSTF, he/she will be granted upon request a leave of absence. When the Teacher returns, he/she shall be given the first opportunity for a teaching position for which he/she is qualified in any secondary school under the jurisdiction of the Board where an opening exists, provided that by April 1 preceding the end of the leave of absence the Teacher informs the Board of his/her desire to return to this educational system.
- 13.01.4 Qualified teaching experience for the purposes of Article 9 (Salary Schedule and Allowances) will not accrue for a Teacher who is granted a leave of absence in accordance with 13.01.1 or 13.01.2.
- 13.01.5 A Teacher who has been granted a leave of absence according to 13.01.3 will be exempt from the provisions of this clause. When a Teacher is granted a leave of absence for a period of more than two (2) years, the Teacher shall be given the first opportunity for a teaching position for which he/she is qualified, in any secondary school under the jurisdiction of the Board where an opening exists, provided that by April 1 preceding the end of the leave of absence, the Teacher informs the Board of his/her decision to return to this educational system.
- 13.02** [Deductions from Sick Leave Allocation](#)
- 13.02.1 Absence over five (5) school days may be certified by a qualified chiropractor, medical or dental practitioner.

- 13.02.2 Notwithstanding 13.02.1, the Director of Education or designate may require, given reasonable grounds, a Teacher to submit a certificate for a period of absence fewer than five (5) days from a Board-designated medical practitioner.
- 13.02.3 The Board will pay the cost of any medical certificate from the Board's designated medical practitioner requested by the Board with reasonable grounds.
- 13.02.4 Deduction for absence because of illness, emotional or physical disability shall be calculated to the nearest quarter of a day.
- 13.03** [Absence Covered by Workplace Safety Insurance Board \(WSIB\)](#)
- 13.03.1 A Teacher shall have the right to use their sick leave allocation, on a pro-rated basis, to supplement their salary award by the Workplace Safety Insurance Board, provided that the combined sums do not exceed their regular salary for the period of the award.
- 13.04** [Leave for Medical Appointments](#)
- 13.04.1 Five (5) days per year shall be provided for absences for medical appointments and shall not be deducted from their sick leave allocation. These shall be calculated to the nearest quarter of a day.
- 13.05** [Bereavement and Serious Illness Leave](#)
- 13.05.1 Provided that the Teacher has given verbal notification to the Principal or designate prior to the taking of the leave, the Teacher will be granted absence from duty because of bereavement or serious illness in the Teacher's immediate family up to, but not exceeding five (5) school days on each occasion, with pay and benefits outlined in Article 12 (Benefits). For example, leave will be granted to accompany an immediate family member, suffering from a serious illness, to an out of town appointment/procedure with a medical specialist providing the Teacher submits a doctor's certificate attesting to the purpose of the visit.
- 13.06** [Compassionate Leave of Absence](#)
- 13.06.1 Compassionate leave is leave which is granted to a Teacher because of a crisis in the immediate family or a personal crisis. A leave of this nature will usually cover extraordinary circumstances that are beyond the individual member's control and which require that individual's personal and immediate attention.
- 13.06.2 Exclusive of absence due to sickness, the Board through the Director of Education or designate may grant Compassionate leave up to a maximum of five (5) days with pay and benefits under Article 12 (Benefits) for any individual request. Compassionate leave may be received consecutively and in addition to the number of days granted in 13.05.1.
- 13.07**
- 13.07.1 For the purpose of article 13.05 and 13.06, "immediate family" shall be defined as the Teacher's:
- spouse, fiancé(e)
 - child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, grandchild, foster child, ward
 - parent, parent-in-law, grandparent, guardian, dependent family member
 - aunt, uncle, niece, nephew

13.07.2 However, there may be exceptional situations where the Teacher may be granted leave, subject to the approval of the Director of Education or designate.

13.08 Leave for Personal Business

13.08.1 Exclusive of absence due to sickness, the Board will grant three (3) personal leave days annually without loss of salary, experience, seniority, or benefits to a Teacher, upon request to the Principal.

13.08.2 Whenever possible, five (5) days notice shall be given.

13.08.3 Except for unusual circumstances, personal leave days shall not be used immediately preceding or immediately following school breaks – Christmas and March Break.

13.09 Leave for Examinations

13.09.1 Leave of absence for one day without loss of pay, experience, seniority, and benefits under Article 12 (Benefits) will be granted to a Teacher to write an examination, written to improve his/her professional or academic qualifications.

13.10 Yearly Leave for OSSTF Officers

13.10.1 Upon written application to the Board by the Bargaining Unit, the Board through the Director of Education or designate will grant leave for OSSTF Business.

13.10.2 The Bargaining Unit shall notify the Board of the names of Teachers to receive such OSSTF leave.

13.10.3 The Board shall hire Occasional Teachers to replace a Teacher on leave for OSSTF Business.

13.10.4 Provided the Board receives notification by May 31 in the preceding school year, the Board will grant leave for designated member(s) of the Bargaining Unit for OSSTF duties without reduction in pay, allowances, benefits, increment, experience, seniority, or sick leave allocation. The cost incurred of these long-term leaves will be borne by the Bargaining Unit who shall reimburse the Board at the cost of Category 2 minimum for two full-time equivalent Teachers. The balance of approved long-term leaves shall be reimbursed at the actual cost of salary and benefits.

13.10.4.1 The Bargaining Unit shall reimburse the Board for any additional salary allocations, as determined by the Bargaining Unit.

13.10.5 Leaves referred to above shall be without reduction in pay, allowances, benefits, increment, experience, seniority or sick leave allocation.

13.10.6 The Teacher(s) on leave for OSSTF Business shall retain all rights outlined in this Collective Agreement as though he/she/they were teaching full-time.

13.11 Leave for Grievance, Arbitration, and/or Mediation

13.11.1 All Teachers required for grievance, arbitration, and/or mediation shall be granted leave without reduction in pay, allowances, benefits, increment, experience, seniority, or sick leave allocation. The Board shall provide and the Bargaining Unit shall pay for Occasional Teachers to replace the said Teachers.

- 13.11.2 There shall be no reprisals of any kind taken against any person(s) because of participation in negotiations, grievance, arbitration, and/or mediation, or because of the carrying out of OSSTF duties.
- 13.12** [Other Leaves Requested by the Bargaining Unit](#)
- 13.12.1 All other Bargaining Unit requested leaves as approved by the Director of Education or designate shall be without reduction in pay, allowances, benefits, increment, experience, seniority, or sick leave allocation. The Board shall provide, and the Bargaining Unit shall pay for, Occasional Teachers to replace said Teachers. Approval of such leaves shall not unreasonably be withheld, provided advanced notice of at least one week is given when possible.
- 13.13** [Leave for the Birth of a Child](#)
- 13.13.1 A Teacher shall be granted a leave of two (2) days without loss of salary, benefits, experience or seniority upon the birth of the child.
- 13.14** [Emergency Leave](#)
- 13.14.1 If a Teacher is unavoidably detained due to unforeseen circumstances, the Board may grant an emergency leave without loss of salary, benefits, experience or seniority.
- 13.14.2 The Teacher shall notify the school of the delay as soon as reasonably possible.
- 13.15** [Inclement Weather](#)
- 13.15.1 A Teacher who is unavoidably detained or unable to report to work from their domicile because of inclement weather shall be granted leave without loss of salary, benefits, experience or seniority.
- 13.16** [Quarantine](#)
- 13.16.1 Leave with pay and without loss of benefits, experience or seniority shall be granted to a Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.
- 13.17** [Other Paid Leaves](#)
- Any other paid leave may be granted at the sole discretion of the Director of Education or designate.

ARTICLE 14 - STATUTORY LEAVES OF ABSENCE

- 14.01** [Leave for Jury or Witness Duty](#)
- 14.01.1 Leave of absence shall be granted without deduction of salary, experience, seniority, and benefits under Article 12 (Benefits) when a Teacher is required to serve on a jury or as a subpoenaed witness in any proceeding.
- 14.02** [Pregnancy Leave](#)
- 14.02.1 Pregnancy Leave means leave taken for purpose of giving birth and/or recovering therefrom. A pregnant Teacher shall be entitled to Pregnancy Leave on a no pay basis as provided for in this Agreement.
- 14.02.2 A pregnant Teacher who intends to take Pregnancy Leave shall notify the Board of the dates on which she intends to leave and return to active employment. The actual dates of leaving and returning may be altered for medical reasons.

- 14.02.3
- 14.02.3.1 A Teacher returning from Pregnancy Leave to active employment shall be reinstated to the position which she held prior to Pregnancy Leave. The Teacher may agree to accept an alternate position offered by the Board.
- 14.02.3.2 Notwithstanding 14.02.3.1, the Teacher returning from Pregnancy Leave is subject to Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures).
- 14.02.4 The timing and length of the Pregnancy Leave will be in accordance with the relevant clause in The Employment Standards Act currently in force.
- 14.02.5 The Board will continue to pay the benefits for a Teacher on Pregnancy Leave in accordance with Article 12 (Benefits) and insured benefits will be provided in accordance with the Employment Standards Act.
- 14.03** **Supplemental Employment Benefits (SEB) Plan**
- 14.03.1 The Board shall provide for Teachers, 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.
- 14.03.2 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 14.03.3 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.
- 14.03.4 Teachers not eligible for Employment Insurance benefits or the SEB plan will receive 100% of salary from the Board for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- 14.03.4.1 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.
- 14.03.5 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.
- 14.03.6 If a Teacher begins pregnancy leave while on an approved leave from the Board, the above maternity benefits provisions apply.
- 14.03.7 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- 14.03.8 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.
- 14.03.9 Notwithstanding 14.03.1 – 14.03.8 above, the pre-existing benefit from the 2008-12 Collective Agreement shall continue as follows:

- 14.03.9.1 For Pregnancy Leave only, the top-up will provide for one hundred percent (100%) of the Teacher's regular salary for the one (1) week waiting period, and the difference between what the Teacher received from E.I. and their regular wage for a maximum of a further thirteen (13) week period following the birth of the child.
- 14.03.9.2 In the event that the disruption in benefits caused by unpaid period(s) described above (i.e. summer, March Break, etc.) would result in a benefit to the Teacher of less than eight (8) weeks of 100% salary, the balance, to a maximum of eight (8) weeks of 100% salary (including the one (1) week waiting period) shall be payable after that unpaid period.
- 14.03.10 Nothing in this Article shall remove from the Teacher any of the rights to which she is entitled to under the provisions of the Employment Standards Act or this Collective Agreement.
- 14.03.11 The Board shall not intimidate, discipline, suspend, layoff, dismiss or impose a penalty on the Teacher because the Teacher is or will become eligible to take, intends to take or takes Pregnancy Leave.
- 14.04** **Adoption Leave**
- 14.04.1 Adoption Leave shall be granted without pay. The timing and length of the adoption leave shall be the same as 14.02.4.
- 14.04.2 A Teacher who intends to take Adoption Leave shall notify the Board of the dates on which the Teacher intends to leave and return to active employment.
- 14.04.3 Subject to Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures), a Teacher returning from Adoption Leave shall be reinstated to the position which he/she held prior to Adoption Leave. The Teacher may agree to accept an alternative position offered by the Board.
- 14.04.4 A Teacher on Adoption Leave may continue to benefit from the Benefit Plans in accordance with Article 12 (Benefits).
- 14.04.5 A Teacher shall be granted a leave of three (3) days without loss of salary upon the availability of a child to be adopted by him/her.
- 14.04.6 The Board shall provide for Teachers on Adoption Leave a supplemental employment benefits plan approved by the Canada Employment and Immigration Commission in accordance with this article.
- 14.04.6.1 This plan will pay an allowance equal to ninety-five percent of the Teacher's normal weekly earnings during the first two (2) weeks of adoption leave, which includes the one (1) week waiting period for Employment Insurance Adoption Benefits.
- 14.04.6.2 In order to qualify for the allowance stipulated in 14.04.6.1, the Teacher must be eligible and make application for Employment Insurance benefits prior to the allowance being payable.
- 14.05** **Parental Leave**
- 14.05.1 The definition of Parent and Parental Leave shall be the same as The Employment Standards Act of Ontario.
- 14.05.1.1 A Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of the child is entitled to Parental Leave.

- 14.05.1.1.1 The timing and length of the Parental Leave will be in accordance with the relevant clause in The Employment Standards Act currently in force.
- 14.05.1.2 The leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 14.05.1.3 The Board will continue to pay the benefits for a Teacher on Parental Leave in accordance with Article 12 (Benefits) and insured benefits will be provided in accordance with the Employment Standards Act.
- 14.05.2
- 14.05.2.1 Application for this leave must be made in writing to the Director of Education at least two (2) weeks prior to the date the leave is to begin.
- 14.05.2.2 This notice does not apply in the case of a Teacher who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- 14.05.2.3 The Parental Leave described in 14.05.1.1 begins on the day the Teacher stops working.
- 14.05.2.4 The Teacher must then give the Board written notice that the Teacher wishes to take leave within two (2) weeks after the Teacher stops working.
- 14.05.3 Upon request, Parental Leave may be extended for a period of up to two (2) years.
- 14.05.3.1 During an extended Parental Leave, a Teacher shall not be entitled to any benefits except those explicitly granted by 14.05 or any related Act or Regulation.
- 14.05.3.2 The Board shall pay 95% of the Teacher's salary for the first two weeks of Parental Leave, providing it is not an extension of a Pregnancy Leave.
- 14.05.4 The Board shall not pay the benefits contribution for the period of extended leave under 14.05.3, nor shall the Bargaining Unit be liable for benefits during this extended leave.
- 14.05.5 The Board shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on the Teacher because the Teacher is or will become eligible to take, intends to take or takes Parental Leave.
- 14.05.6 The Teacher who has given notice to begin Parental Leave as per 14.05.2.1 may change the notice to an earlier date if the Teacher gives the Board at least two (2) weeks written notice before the earlier date.
- 14.05.6.1 The Teacher who has given notice to begin Parental Leave as per 14.05.2.1 may change the notice to a later date if the Teacher gives the Board at least two (2) weeks written notice before the leave was to begin.
- 14.05.6.2 The Teacher who has given notice to end Parental Leave may change the notice to an earlier date if the Teacher gives the Board at least four (4) weeks written notice before the earlier date.
- 14.05.6.3 The Teacher who has given notice to end Parental Leave may change the notice to a later date if the Teacher gives the Board at least four (4) weeks written notice before the date leave was to end.

- 14.05.7 The Board shall permit a Teacher to return to the duties the Teacher most recently held with the Board or to a comparable position should that one no longer exist at the end of the Parental Leave with no loss of seniority rights or benefits accrued prior to the commencement of the Parental Leave.
- 14.05.7.1 Notwithstanding this provision, the Teacher is subject to Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures).
- 14.05.7.2 The Teacher shall continue to accrue seniority and experience during Parental Leave except during extended periods granted under 14.05.3.
- 14.06** A Teacher returning to active teaching duties, with the Board, after a leave of absence shall be entitled to their sick leave allocation.
- 14.07** A Teacher returning to active teaching duties, with the Board, after a leave of absence shall be entitled to the same seniority rights that he/she would accumulate at the rate he/she enjoyed prior to leaving. This excludes a Teacher who applies for leave to other jobs that offer similar security of employment. A Teacher granted such leave shall not be eligible for any increment or increase in salary that would have been received had the leave not been taken. A Teacher granted such leave and the Bargaining Unit President will sign an agreement stating the duration of the leave and whether seniority rights will accrue or not during the leave prior to the taking of the leave.

ARTICLE 15 - RETIREMENT GRATUITY & RETIREMENT SAVING PLAN

15.01 [Sick Leave Credit Gratuity](#)

- 15.01.1 All Teachers hired prior to September 1, 1998 shall continue to receive the retirement gratuity as specified in the Collective Agreement which was negotiated between the former Bargaining Unit and Predecessor Board. The applicable provisions and the list of Teachers who receive the provisions will be listed in Appendix A (Sick Leave Gratuity Plans and Entitled Teachers).

15.02 [Group Retirement Savings Plan](#)

- 15.02.1 The Board shall make a contribution of \$3500 to the Group Retirement Savings Plan on behalf of each Teacher hired effective or after September 1, 1998. The Teacher shall receive the contribution after two continuous school years of employment. The calculation of service is to commence from September 30, or February 28, of the semester of hire. No current or past Teacher shall be eligible to receive this amount from the Board more than once.
- 15.02.2 The Bargaining Unit shall determine the carrier and plan design for the Group Retirement Savings Plan.

ARTICLE 16 - VACANCIES

16.01 [Vacancies](#)

- 16.01.1 Qualified Teachers shall receive a response to applications submitted for posted positions.

- 16.01.2 The Board shall make every reasonable effort to interview qualified Teachers who apply for posted positions.
- 16.01.3 The Board may decide not to fill a vacancy for the sole reason that the full-time equivalent student enrolment on October 31 for that school is twenty-two full-time equivalent students less than the projected full-time equivalent student enrolment.
- 16.01.4 The Board shall provide the Bargaining Unit President or designate with all relevant information prior to the decision outlined in 16.01.3.
- 16.02** [Posting of Vacancies](#)
- 16.02.1 No Teacher position shall be advertised externally until all qualified Teachers as identified in Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures) have been placed either by transfers and/or by reorganization of the Schools' timetables or have refused the position to be advertised.
- 16.02.2 A job posting will be required for any period of absence in excess of 60 Days.
- 16.02.2.1 All vacancies for secondary school positions shall be advertised at the designated area in each School and the Board website for three (3) school days prior to external posting.
- 16.02.2.2 With the agreement of the Bargaining Unit President or designate, external posting may run concurrently with internal advertising.
- 16.02.2.3 All postings shall be sequentially numbered and shall include the following:
- 16.02.2.3.1 date of issue;
 - 16.02.2.3.2 date of closure;
 - 16.02.2.3.3 School or region;
 - 16.02.2.3.4 vacancy advertised including but not limited to the number of periods and subject areas;
 - 16.02.2.3.5 the course codes for the periods being posted;
 - 16.02.2.3.6 the name of the person to whom the application should be directed;
 - 16.02.2.3.7 If the position is less than full-time, the posting must so indicate;
 - 16.02.2.3.8 If the posting is for a position of responsibility, the posting must indicate whether there are sufficient teaching periods available for the position to be full-time;
 - 16.02.2.3.9 Vacancies will be specified as a Teacher or Occasional Teacher position at the time of posting. Specific term assignments will be noted in the posting.
- 16.03** The Bargaining Unit President will receive a copy of posting for all vacancies.
- 16.04** All postings shall be emailed to all Teachers currently on the seniority list and to the Bargaining Unit President or designate.

ARTICLE 17 - STAFF GENERATION AND ALLOCATION

17.01 Secondary Schools Staffing Committee

- 17.01.1 A District School Board Ontario North East Secondary Schools Staffing Committee shall be composed of the three Supervisory Officers, the Superintendent of Human Resources and three representatives from the Bargaining Unit selected by the Bargaining Unit.
- 17.01.2 The Committee shall meet prior to the date for the declaration of surplus to share information on staffing allocation procedures and consider any operational concerns with the interpretation or application of the surplus provisions of Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures).
- 17.01.3 The Committee shall review the communications procedures expected at the school level with the school Principal.
- 17.01.4 The Committee shall review the list of surplus staff.
- 17.01.4.1 The Committee shall review the list of redundant staff.
- 17.01.4.2 The Staffing Committee shall review the distribution of classroom Teachers within schools at least twice during the school year, at the request of either party.
- 17.01.5 The Committee shall meet as required above or at any other times as requested by either party.
- 17.01.5.1 The Committee shall monitor the application of the workload provisions.
- 17.01.6 The Committee shall review by May 15th the Projected Student Enrolment and the application to staffing as it pertains to the determination of the staff complement.

17.02 In School Staffing

- 17.02.1 The Principal and Branch President or designate shall review the administration and application of the staffing provisions contained in the Collective Agreement and the method of staffing the School during the school year, including the allocation of instructional time (teaching assignments) and supervision responsibilities, prior to the Teachers being informed of such allocation.

17.03 The Principal and Branch President or designate will review the allocation of instructional time at least three (3) times during the school year, at the request of either party.

17.04 The Principal and Branch President or designate shall review the timetables of teaching staff by September 30th and March 1 of each year and forward unresolved issues to the Secondary Schools Staffing Committee.

17.05 External Hiring

- 17.05.1 Provided that there is no redundant Teacher who is qualified in accordance with the Education Act and Regulations as amended, for the vacancy, the Board shall hire a non-redundant Teacher with less than a full-time assignment who is qualified for the position in accordance with the Education Act and Regulations as amended and who has applied for the position within the dates specified in the posting.

- 17.05.2 The Board may hire externally for any teaching position(s) provided that no redundant Teacher or no non-redundant Teacher with less than a full-time assignment, who has applied, is qualified for the position in accordance with the Education Act and Regulations as amended.
- 17.06** Teams assembled for the purpose of interviewing candidates for positions in OSSTF Bargaining Units shall not include OSSTF members.
- 17.07** The Board shall supply the Bargaining Unit President or designate with the following, on an annual basis:
- 17.07.1 An updated list of Teachers and newly hired Teachers including their F.T.E., on or before September 30 and on or before February 28.
- 17.07.2 A list of F.T.E.'s as of October 31, on or before November 30.

ARTICLE 18 - SENIORITY, TRANSFER, SURPLUS, DISPLACEMENT, REDUNDANCY AND RECALL PROCEDURES

- 18.01** [Seniority](#)
- The Board shall develop a list of all Teachers with the Board in order of their acquired seniority as of October 31 and as of March 1.
- 18.02** Any approved absence including layoff with recall rights shall not be considered an interruption of continuous secondary service.
- 18.03** In determining the length of continuous service with the Board, each year of part-time teaching shall be considered a full year of continuous service for that part-time assignment.
- 18.04** Notwithstanding 1.23, for persons engaged to teach under the authority of a Letter of Permission, seniority shall not accrue during the term of the teaching assignment unless the Teacher is granted an Ontario Teacher's Certificate and then the seniority will be retroactive to the beginning of the continuous assignment.
- 18.05** The seniority list shall be emailed to all Teachers currently on the seniority list and to the Bargaining Unit President no later than October 31 and March 1 of each school year.
- 18.06**
- 18.06.1 The list shall be rank ordered such that the most senior Teacher is at the top of the list and the most junior is at the bottom.
- 18.06.2 Teachers hired on or after January 1, 1998 shall be added to the seniority list based on the date and time of hiring.
- 18.07** Should a tie in rank ordering occur based on the first day of continuous secondary experience, or in the case of Teachers hired on or after January 1, 1998, the date and time of hiring, the following criteria shall be used to break the tie:

- 18.07.1 additional years of secondary teaching experience with the Board or its Predecessor Boards;
- 18.07.2 additional years of elementary teaching experience with the Board or its Predecessor Boards;
- 18.07.3 additional years of teaching experience in Ontario;
- 18.07.4 additional years of teaching experience in Canada;
- 18.07.5 additional years of teaching experience outside of Canada;
- 18.07.6 category placement; or
- 18.07.7 by lot conducted by the Director of Education or designate and the Bargaining Unit President or designate.
- 18.07.8 In applying the above criteria, the steps shall be applied in order as required until the tie is broken.
- 18.07.9 The Teacher shall be responsible for providing the appropriate documentation acceptable to the Board for any teaching experience outside the Board or its Predecessor Boards.
- 18.08** **Teacher Exchange**
- 18.08.1 Teachers who wish to be considered for an exchange with a Teacher in another secondary school for the following semester must inform the Director of Education or designate in writing no later than three (3) months prior to the end of the semester.
- 18.08.2 A request for exchange shall include a list of:
- 18.08.2.1 qualifications;
- 18.08.2.2 the areas in which the Teacher has taught, but for which the Teacher is not qualified; and
- 18.08.2.3 the areas in which the Teacher would like to teach.
- 18.08.3 All such requests as per 18.08 shall remain on file with the Regional Superintendent(s) of Schools or designate(s) for a school year.
- 18.09** **Teacher Transfers**
- 18.09.1 Any transfer which is mutually agreeable to the Teacher and the Director of Education or designate may be arranged at any time.
- 18.10** **Administrative Initiated Transfers**
- 18.10.1 Administrative initiated transfers are those recommended to meet curriculum-based or program needs as determined by the appropriate Regional Superintendent of Schools.
- 18.10.2 Administrative initiated transfers outlined in 18.10.1 shall not be used as a disciplinary measure.
- 18.10.3 Administrative initiated transfers shall occur only within Entities.
- 18.10.4 Any Teacher who is subject to an administrative initiated transfer shall be notified as soon as possible but no later than June 7 of the preceding school year.

- 18.10.4.1 Any Teacher who is subject to an administrative initiated transfer shall not suffer any loss of allowances for the remainder of their headship term.
- 18.10.4.2 Upon request, the Teacher subject to an administrative initiated transfer shall be granted an interview with the Regional Superintendent of Schools. The Teacher shall have the right to Bargaining Unit representation during this meeting.
- 18.10.5 When a Teacher is subject to an administrative initiated transfer from a School in one municipality to a School in another municipality within the Entity, the Board will pay the Teacher an allowance of one thousand one hundred dollars (\$1,100) per semester, while at the new School.
- 18.10.6 A Teacher who is transferred within the Entity formed by Roland Michener Secondary School and Timmins High and Vocational School shall not be entitled to the allowance outlined in 18.10.5.
- 18.11** [Surplus Declaration](#)
- 18.11.1 In schools that are staffed in excess of staff complement, adopted by the Board, the least senior Teachers who are not qualified in accordance with the Act and Regulations as amended, or who do not have teaching experience, university background or related work experience in the subject areas required to staff the schools, shall be declared surplus to the School.
- 18.11.2 Notwithstanding 18.11.1, the least senior Teachers within the Entity shall be declared surplus to the Entity and the staffing of the Schools within the Entity shall be adjusted to reflect the requirements of staffing.
- 18.12** Teachers on any approved leave shall appear on the staff list of the originating School or Entity.
- 18.13** The principal concerned shall notify in writing a Teacher who is to be declared surplus no later than May 15. Such notification is to be preceded by an interview with the Teacher in the presence of the Branch President or designate concerned.
- 18.14** The Bargaining Unit President shall be provided with all relevant information regarding surplus declarations such as projected enrolment, preliminary staffing allocation, and current seniority list, prior to the declarations.
- 18.15** A Teacher who is declared surplus and has been placed in another School or Entity shall have the right to return to a teaching position for which he/she is qualified in accordance with the Education Act and Regulations as amended which become available at the School or Entity from which the Teacher was declared surplus within a school year of the placement.
- 18.16** In order to facilitate the staffing process, known vacancies for Board, Regional or District positions shall be posted by May 1 and filled by May 31 for the following school year.
- 18.16.1 All Teachers may apply for new Board, Regional or District positions.
- 18.17** [Displacement Process](#)
- 18.17.1 Surplus Teachers, Teachers who are currently on the recall list and Teachers in jeopardy of being displaced in the process shall have the opportunity to participate in the displacement process.

- 18.18** Should any position at a Teacher's Entity become available after the surplus procedure has been completed and prior to the end of the displacement process, such a position shall be given, on the basis of seniority to a Teacher who was declared surplus provided the Teacher is qualified or can become qualified in accordance with the Education Act and Regulations as amended by the effective date of the commencement of the position.
- 18.19** The principal of the school shall adjust staffing within the school to accommodate the displacement so that the most junior qualified Teacher in the system who is not declared redundant can be displaced.
- 18.20** Notwithstanding 18.19, should the qualifications held by the staff of the school not meet the qualifications required by the Education Act and its Regulations as amended to fill the vacancy, then the next most junior qualified Teacher in the system who is not declared redundant in the system will be displaced.
- 18.21** The number of displacements shall be kept to a minimum.
- 18.22** The vacancy options sheet shall be provided to all Teachers involved in the displacement process.
- 18.23** Teachers shall have at least 72 hours to make their choice known on the vacancy options sheet.
- 18.24** All Teachers participating in the displacement process shall have the right to release a partial timetable at their originating School in order to select an increased FTE workload at another School, that is available on the vacancy options sheet, without losing any part of their FTE status. To be eligible to increase their FTE in this manner, a Teacher must choose a position that will increase their FTE by at least 0.33.
- 18.25** A Teacher may elect to refuse a position on the vacancy options sheet, based on travel/geography, to be declared redundant, and be placed on the recall list.
- 18.26** Teachers shall have the right to OSSTF representation throughout the displacement process.
- 18.27** [Redundancy](#)
- 18.27.1 Should a reduction in staff become necessary, the least senior Teachers who are not qualified in accordance with the Education Act and Regulations as amended, or who do not have teaching experience, university background or related work experience in the subject areas required to staff the schools, shall be declared redundant.
- 18.27.2 Such Teachers shall be informed of their redundancy in writing by the Board no later than June 7.
- 18.27.3 The number of qualified Teachers declared redundant by the Board shall not exceed the total reduction of staff, based on the staffing complement adopted by the Board.
- 18.27.4 Reductions in qualified Teachers shall start at the bottom of the Seniority List with the least senior Teacher and proceed up the ranked list, subject to the displacement process.

- 18.27.5 The Board shall continue to pay the benefits contribution until August 31 of the year in which the Redundant Teachers are declared redundant.
- 18.27.6 The Bargaining Unit President or designate shall be provided with all relevant information prior to declaration of redundancy.
- 18.28** [Recall](#)
- 18.28.1 The Board shall recall redundant Teachers to vacancies on the basis of seniority and qualifications in accordance with the Education Act and Regulations as amended.
- 18.28.2 The Board shall establish and maintain a recall list of all Teachers declared redundant.
- 18.28.3 Teachers who have been declared redundant shall, for a period no longer than two (2) consecutive school years, be recalled to vacancies based on seniority and be reinstated as though there had been no interruption in service.
- 18.28.4 Notwithstanding 18.28.3, the Teacher who is being recalled must be qualified in accordance with the Education Act and Regulations as amended for the position for which he/she is being recalled.
- 18.28.5 When a position becomes available, the Board shall contact the Teacher being recalled by Board email. The recall notice (which includes the Teacher's name) shall also be emailed to the Bargaining Unit President.
- 18.28.6 The Bargaining Unit President shall also be provided with a copy of all recall positions being offered.
- 18.28.7 The Teacher must respond within five (5) calendar days of the date of the email.
- 18.28.8 A Teacher has the right to refuse recall to a position offered by the Board, other than in the originating School or within the originating Entity, without prejudice to the Teacher's recall rights.
- 18.28.9 A position offered within the originating Entity that the Teacher is qualified to teach and that fits within the Teacher's current permanent assignment that is not responded to or refused will result in the Teacher being removed from the recall list for the portion of the FTE that was offered.
- 18.29** [Other Options](#)
- 18.29.1 Redundant Teachers shall have the right to become Occasional Teachers without losing recall rights.
- 18.29.2 Redundant Teachers shall have the right to continue their seniority as an Occasional Teacher, without loss of seniority rights.
- 18.29.3 Redundant Teachers on the Recall List shall be placed in order of seniority and qualifications into positions to replace a Teacher who has died during a school year.
- 18.29.4 Redundant Teachers shall have the first right to classes in continuing education and summer school provided they are qualified in accordance with the Education Act and Regulations as amended.

- 18.29.5 Redundant Teachers shall have the right to severance pay of four (4%) percent of the sum of their salaries, including grid placement and all allowances, for up to a maximum of the previous five (5) years of service.
- 18.29.6 The Redundant Teacher shall decide whether to go on the Recall List or accept the severance pay and communicate his/her decision in writing to the Director of Education or designate on or before the last school day in June.
- 18.29.7 The Parties agree that the acceptance of a severance allowance terminates all Employer-Teacher obligations.
- 18.29.8 Should the Redundant Teacher decide to accept the severance pay outlined in 18.29.5, it shall be paid on or before Aug 31.
- 18.29.9 Redundant Teachers shall have the right to request and have granted a total of two (2) days leave singularly or consecutively without loss of pay, benefits, sick leave allocation, experience, or seniority for scheduled job interview(s).
- 18.29.10 **IMPORTANT DATES (FOR REFERENCE)**

DATE	EVENT	ARTICLE REFERENCE
Anytime	Teachers can indicate their desire to transfer	18.09
by Oct. 31	Seniority list emailed to all Teachers	18.05
by Oct. 31	Indicate desire for a Teacher exchange for next Semester	18.08.1
by February 28	Applications for Deferred Salary Leave Plan due	22.04.1
by March 1	Seniority list emailed to all Teachers	18.05
by March 30	Indicate desire for a Teacher exchange for next Semester	18.08.1
by April 1	Teachers on leave notify Board if they are returning	13.01.1; 13.01.2
by May 1	Postings for known vacancies for district, regional & Board positions	18.16
before May 15	Staffing committee meets regarding surplus	17.01.2
by May 15	Staffing committee meets regarding student enrolment and staffing	17.01.6
by May 15	Surplus Teachers are notified	18.13
by May 31	Board, regional and district positions are filled	18.16
by June 4	Surplus and redundant Teachers are provided with a list of all available positions (vacancy options sheet)	18.23
by June 7	Teachers subject to administrative transfer are notified	18.10.4
by June 7	Redundant Teachers are notified	18.27.2
by the last school day in June	Redundant Teachers can choose to accept severance pay	18.29.6
by August 31	Redundant Teachers who selected severance pay shall receive it	18.29.8
September 1	Benefits end for redundant Teachers	18.27.5

ARTICLE 19 - PERSONNEL FILES

- 19.01 A Teacher shall have access to his/her personnel file maintained by the Director of Education or designate at the Board office.

- 19.02** Upon prior written request to Human Resources, an employee will be provided with a copy of their personnel file. The file will be copied and the employee will pick up the file at the Board Office (Schumacher or New Liskeard), with a signature upon pickup.
- 19.03**
- 19.03.1 Where a Teacher disputes the accuracy or completeness of any such information, other than the evaluation report, the Teacher shall do so in writing.
- 19.03.2 This information shall be added to the Teacher's file.
- 19.04** Upon written request of the Teacher to the Superintendent of Human Resources, documents contained in the Teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file three (3) years after their date of issue, unless further similar disciplinary action has occurred in that period.
- 19.05** Notwithstanding 19.04, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in a Teacher's file.

ARTICLE 20 - MEDICAL PROCEDURE

- 20.01** No Teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury or liability for negligence.

ARTICLE 21 - HEALTH AND SAFETY

- 21.01** 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.
- 21.02** The Bargaining Unit's representative(s) to the Joint Health and Safety Committee shall be reimbursed by the Employer for any approved expenses incurred while the representatives are performing their duties.
- 21.03** The Employer shall respond to all recommendations made by the Joint Health and Safety Committee within twenty-one (21) calendar days.
- 21.04** The Employer agrees to develop explicit policies and procedures to deal with violence. The policy shall address the prevention of violence, the management of violent situations, and support to Teachers who have faced violence.

ARTICLE 22 - DEFERRED SALARY LEAVE PLAN

- 22.01** [Purpose](#)
- 22.01.1 The purpose of the Leave with deferred salary is to allow the Board to give experienced Teachers a period of "revitalization" outside the teaching profession while at the same time permitting young Teachers to gain experience in their absence. This plan may be viewed as a job-sharing plan.

22.02 Description

- 22.02.1 Leave with deferred salary is sometimes known as the “Four Year Over Five Plan”, in which the participant works four years at 80% of gross salary in return for a one year leave at approximately the same rate, in this case, a greater or lesser number of years may be utilised in the calculation. In effect, “Four Years Over Five Years” becomes X years over (X+1) years.

22.03 Qualifications

- 22.03.1 The Teacher must have three (3) years of continuous service with the Board prior to the start of the one (1) year leave. However, a Teacher who has had a sabbatical leave shall not become eligible until he/she shall have fulfilled all obligations imposed by that leave.

22.04 Application

- 22.04.1 A Teacher must make written application to the Board, through the appropriate Supervisory Officer on or before February 28 of any year, in which is described the applicant’s proposal with respect to a Deferred Salary Plan and the timing of the leave of absence.

22.05 Approval or Denial

- 22.05.1 The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial, with explanation, shall be delivered to the applicant not later than May 30 following the date of application.

22.06 Conditions

- 22.06.1 The leave of absence shall commence on the first day of the first semester or the first day of the second semester.
- 22.06.2 The deferred salary shall be placed in trust with the Board’s bank and interest earned thereby shall accrue to the benefit of the trust in accordance with the Trustee Act. Throughout a Teacher’s participation in the plan, the control of the trust shall be vested solely in the Board on behalf of the participant.
- 22.06.3 During the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the participant in the same manner as would his/her salary were he/she not on Leave of Absence.
- 22.06.4 A participant may withdraw from the plan at any time prior to March 15 preceding the commencement of the Leave of Absence. Upon withdrawal, the sum accumulated in the trust including accrued interest thereon, shall be paid to the participant within sixty (60) days following delivery to the appropriate Supervisory Officer, of written notification of withdrawal.
- 22.06.4.1 A declaration of redundancy shall be deemed to be a written notice of withdrawal and the above terms will apply.
- 22.06.4.2 Notwithstanding 22.06.4.1, the Teacher may request a suitable repayment schedule of the sum accumulated in the trust including accrued interest thereon in no more than two (2) lump sums, and in not more than two (2) calendar years, including the year of withdrawal.
- 22.06.5 In case of the death of a participant prior to commencement of the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date

of death. In the case of the death of a participant during the Leave of Absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the death.

- 22.06.6 The Teacher, on return from leave, will be assigned to his/her same school (including Department Head positions).
- 22.06.6.1 The Teacher, on return from leave, will be subject to the provisions of Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures).
- 22.06.7 The Teacher on returning from the year of leave will be credited with seniority as if the Leave of Absence had not been granted. He/she will not gain a (1) year on the salary grid.
- 22.06.8 No restrictions may be placed on the Teacher by the Board regarding his/her activities during the leave save and except any restrictions that may exist in the Income Tax Act.
- 22.06.9 The Bargaining Unit agrees that the replacement Teacher will be hired for the duration of the leave of absence only and will not be subject to retention procedures.
- 22.06.10 The Teacher is responsible to apply to the Teachers' Pension Plan and make all arrangements for the leave. The Board will not be responsible for any loss of cumulative years in the Teachers' Pension Plan as a result of the leave.
- 22.06.10.1 Teachers' Pension Plan deductions are to be continued during the leave.
- 22.06.11 One semester leaves are conditional upon the availability of a suitable replacement Teacher.

ARTICLE 23 - GENERAL

- 23.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Superintendent of Human Resources and the Bargaining Unit President or designate.
- 23.02 The Bargaining Unit President or designate shall be notified of all postings, appointments, hirings, lay-offs, re-hirings, and terminations of employment.
- 23.03 The Board shall post the current Collective Agreement on Docushare.

ARTICLE 24 - SHORT TERM REPLACEMENT OF A PRINCIPAL OR VICE PRINCIPAL

- 24.01 [Teacher-in-Charge \(TIC\)](#)
Should a Teacher agree to replace a Principal, the Teacher shall be paid for the period of replacement 1/200 of the minimum salary for a Principal each day or part thereof in lieu of his/her per diem salary as a Teacher provided there is no reduction in the Teacher's salary.

- 24.02** Should a Teacher agree to replace a Vice Principal, the Teacher shall be paid for the period of replacement 1/200 of the minimum salary for a Vice Principal each day or part thereof in lieu of his/her per diem salary as a Teacher provided there is no reduction in the Teacher's salary.
- 24.03** A Teacher-in-Charge shall be replaced by an Occasional Teacher.
- 24.04** **Temporary Assignments as Principals and Vice Principals**
- 24.04.1** Any Teacher, who applies for and who is granted or seconded to a supervisory position not covered by this Collective Agreement, shall not be deemed to have his/her continuous service with the Board as a Bargaining Unit (OSSTF) Teacher interrupted, provided that the length of that appointment does not extend past one school year.
- 24.04.2** During the length of the appointment, the Teacher shall have dues deducted in accordance with Article 10 (Method of Payment) and shall have the rights and benefits stipulated by this Collective Agreement other than those contained in Article 9 (Salary Schedule and Allowances).
- 24.04.3** The Teacher shall neither evaluate nor discipline any Teacher during his/her term in the supervisory position.
- 24.04.4** A Teacher may access the provisions stipulated in 24.04.1 for a maximum of 194 Days during their employment with the Board.
- 24.04.5** Teachers may waive their right to 24.04.1 by signifying their intention in a letter to the Bargaining Unit President.

ARTICLE 25 - CRIMINAL BACKGROUND CHECK

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

ARTICLE 26 - TEACHER PERFORMANCE APPRAISAL

- 26.01** **EVALUATION** under this section shall mean an assessment of a Teacher's work by a Supervisory Officer of the Board, or the Principal or Vice Principal who is a member of the College of Teachers, for the purpose of determining the quality of job performance.
- 26.02** Any criteria established by the Board for evaluation of Teachers or modifications to existing procedures shall be developed in consultation with the Bargaining Unit.
- 26.03** The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.

- 26.04** All differences between the parties arising from the interpretation, application, administration, or alleged violation of Part 31.02 of the Education Act or any regulation guideline, rule or policy under it, including any question as to whether a matter is arbitrable or 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, OSSTF may grieve any aspect of the performance appraisal procedure or an unsatisfactory performance appraisal report of a Teacher who has been placed on review.
- 26.05** Any Teacher who is being formally evaluated shall be evaluated in a fair and equitable manner and shall receive a written copy of the evaluation in a timely manner.
- 26.06** A Teacher shall not discipline or evaluate other Teachers.
- 26.07** A Teacher in a Department Head position shall not perform any aspect of Teacher Performance Appraisal.
- 26.08** A Teacher Performance Appraisal will not occur during the first two (2) weeks or the last two (2) weeks of a semester, except where required by a mandatory timeline or at the mutual agreement of the parties.
- 26.09** In accordance with the Education Act, the Teacher Performance Appraisal legislation does not include a continuing education Teacher.
- 26.10** A Teacher shall be provided a minimum of forty-eight (48) hours' notice before a classroom observation. In the event of a cancellation of the observation, the observation may occur as soon as the next instructional day.
- 26.11** When a Teacher receives an unsatisfactory Teacher Performance Appraisal, the Board shall advise the Bargaining Unit President of that fact and the date, time and location of the post-observation meeting, so as to allow the Bargaining Unit President or designate to attend to offer the Teacher assistance.
- 26.12** When a Teacher receives an unsatisfactory Teacher Performance Appraisal, the Board, with the written permission of the Teacher, will forward a copy of the report to the Bargaining Unit President.

ARTICLE 27 - DATA FOR NEGOTIATIONS

- 27.01** The Board will make a reasonable effort to provide the following information to the Bargaining Unit if requested during or the four weeks preceding negotiations:
- 27.01.1 A statement of the current operating budget;
- 27.01.2 A statement of the current operating expenditures;
- 27.01.3 A hard copy of the Estimates and the revised Estimates.

ARTICLE 28 - UNION ACCESS

- 28.01** The Board shall provide the Branch President access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.
- 28.01.1** The Union shall be allowed to carry out union business on the Board's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing membership meetings, executive meetings and conferences between union representatives and members providing it is at no additional cost to the Board, the instructional program is not interrupted and the Bargaining Unit is not in a legal position to strike.
- 28.01.2** The Board shall provide the Bargaining Unit with access to the Board's internal mail (including fax and electronic mail) services in order to conduct Union business provided the Bargaining Unit is not in a legal position to strike. If extra costs are incurred, the Union shall reimburse the Board.
- 28.02** The Union shall have access to its members for Union business at all Schools and workplaces provided that this does not interrupt the instructional program.

ARTICLE 29 - GRIEVANCE AND ARBITRATION PROCEDURE

- 29.01** A Teacher shall have the right to have present a representative from OSSTF to assist the Teacher at any stage of this grievance and arbitration procedure.
- 29.02** There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this Agreement.
- 29.03** Time restrictions may be extended if mutually agreed in writing. Failure of one party to comply with the time limits or any agreed upon extension of one party to comply with the agreed upon extension shall result in the grievance proceeding to the next step.
- 29.04** Grievances initiated and being processed under previous Collective Agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the Collective Agreement under which the grievance was initiated.
- 29.05** The time limits stipulated in 29.09 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such a grievance may be initiated at any time up to and including August 31 during the current school year.
- 29.06** Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.
- 29.07** Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.
- 29.08** [Informal Stage](#)
- 29.08.1** A Teacher, with the concurrence of the Bargaining Unit, may, within twenty (20) days of the Teacher becoming reasonably aware of the occurrence giving rise to

the grievance, initiate a complaint with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after receipt of the complaint.

29.09 **Grievance Procedure**

29.09.1 In the case of a grievance by the Bargaining Unit, the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

29.09.2 If the reply of the Principal or immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, the Bargaining Unit shall initiate a written grievance within twenty (20) days to the Superintendent of Human Resources or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

29.09.2.1 A copy of the written grievance shall be sent to the Director of Education or designate.

29.09.3 The grievance shall contain:

29.09.3.1 a description of how the alleged dispute is in violation of the Collective Agreement; and

29.09.3.2 the clauses in the Collective Agreement alleged to be violated; and

29.09.3.3 the relief sought; and

29.09.3.4 the signature of the duly authorized official of the Bargaining Unit.

29.09.4 If the reply of the Superintendent of Human Resources or designate is unacceptable to the Bargaining Unit, it shall, within ten (10) days of the receipt of the reply, so notify the Director of Education or designate who shall, after consultation with the Board, answer the grievance in writing within the (10) days after the next meeting of the Board.

29.09.5 If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, it shall then apply for arbitration within twenty (20) days of the receipt of the reply.

29.10 **Grievance Mediation**

29.10.1 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by requesting the appointment of a Settlement Officer in accordance with Section 48.5 of the Ontario Labour Relations Act, 1995.

29.10.2 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to request a settlement officer.

29.10.3 Upon written notification of either party to the other party indicating that the party no longer agrees to the use of a settlement officer, the timelines in the grievance procedure shall continue from the point at which they were frozen.

29.11 **Arbitration**

29.11.1 The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration.

29.12 **Single Arbitrator Default**

- 29.12.1 The grievance shall be submitted to a mutually agreed upon single Arbitrator. Should the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party.

29.13 **Board of Arbitration Selection**

- 29.13.1 Either party may desire a Board of Arbitration to hear the grievance. Such desire shall be communicated to the other party upon written request. The written request shall contain the name of the first party's appointee to a Board of Arbitration.
- 29.13.2 The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Board of Arbitration.
- 29.13.3 Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.
- 29.13.4 If the two appointees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour upon the request of either party.

- 29.14** The single Arbitrator or Board of Arbitration shall have the powers specified in section 48 of the *Labour Relations Act, 1995*.

- 29.15** The Arbitrator or Board of Arbitration shall not be authorized make any decision inconsistent with any Act or Regulation thereunder or the provisions of this Collective Agreement, or to alter, modify, or amend any part of this Collective Agreement.

- 29.16** Should the investigation or processing up to the hearing of a grievance require that the grievor(s) or Bargaining Unit representative(s) or witnesses be released from his/her regular duties, he/she shall be released without reduction in salary, allowances, benefits, increment, experience, or sick leave allocation.

- 29.17** The Bargaining Unit shall pay for the cost of any Occasional Teacher(s) if necessary.

- 29.18** Each Party shall bear the fee and/or expense of its appointee to the arbitration board, and any fees and/or expenses of the chairman shall be borne equally by the Parties.

- 29.19** Each Party shall bear its own expenses respecting appearances at hearings of the Board of Arbitration. The Bargaining Unit shall pay for the cost of any Occasional Teacher(s) if necessary.

- 29.20** No person may be appointed as an Arbitrator or member of a Board of Arbitration who has been involved in any attempt to negotiate or settle the grievance.

ARTICLE 30 - JUST CAUSE

- 30.01** No Teacher shall without just cause given in writing, be demoted, suspended, discharged, transferred, or otherwise formally disciplined.

- 30.02** Every Teacher has a right to equal treatment with respect to employment and promotion without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, gender, age, sexual orientation, marital status, family status, or handicap.

ARTICLE 31 - TERMINATION OF EMPLOYMENT

- 31.01** Notwithstanding Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures), a Teacher may resign provided the Teacher has given the Board notice in writing two weeks prior to the date of resignation.
- 31.02** The Board shall have the right to terminate the employment of a Teacher for cause provided the Board has given the Teacher notice in writing two weeks prior to the date of termination.
- 31.03** Nothing herein prevents a Teacher and the Board from mutually agreeing to the Teacher's resignation at any time.

APPENDIX A - SICK LEAVE GRATUITY PLANS AND ENTITLED TEACHERS

A.01 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Cochrane-Iroquois Falls, Black River-Matheson Board of Education, and the Secondary Teachers in its employ.

5.3 RETIREMENT

5.3.1 SICK LEAVE CREDIT GRATUITY

5.3.1.1 Sick Leave Credit days accumulate at the rate of twenty (20) days per school year less days absent for sickness with no accompanying loss of salary to a maximum of two-hundred and twenty (220) days.

5.3.1.2 Upon termination of employment after five (5) or more years of continuous service with the Board and not qualifying under 5.3.2, a Teacher shall be entitled to a sick leave credit gratuity subject to the following:

5.3.1.2.1 that the Teacher is leaving the Secondary teaching profession in Ontario;

5.3.1.2.2 that he/she is not entering employment where his/her Accumulated Sick Leave Credits are transferable;

5.3.1.2.3 that he/she has not been dismissed for a cause (this does not include Surplus Teachers);

5.3.1.2.4 that to receive maximum gratuity, the Teacher shall have been employed fifteen (15) continuous years with the Board.

5.3.1.3 The Sick Leave Credit Gratuity shall be equal to his/her salary on the Grid for one-third ($\frac{1}{3}$) of the number of days standing to his/her credit in Accumulated Sick Leave, and, in any event, not in excess of one-third ($\frac{1}{3}$) year earnings on the Grid received by him/her immediately prior to termination of the employment with the Board or \$9,000, whichever is the lesser.

5.3.1.4 This gratuity shall be calculated as follows based on a maximum accumulation of two-hundred (200) days:

$$G = \frac{ASL}{3} \times \frac{\text{Annual Grid Salary}}{200} \times \frac{\text{Years with the Board (maximum 15)}}{15}$$

where ASL = Accumulated Sick Leave Credit Days to be surrendered.

G = Sick Leave Credit Gratuity (max. \$9,000)

5.3.1.5 The gratuity shall be payable on January 30 or September 30, which ever date follows termination of employment.

5.3.2 RETIREMENT GRATUITY PLAN

5.3.2.1 Upon retirement from the teaching profession after five (5) or more years' continuous service with the Board, a Teacher shall be entitled to a Retirement Gratuity based on the following:

5.3.2.1.1 A retiring Teacher is defined as a Teacher who ceases to be employed by the Board and who is eligible to receive Teacher's Superannuation payments as a

determinant qualifier that the Teacher has permanently retired; or a Teacher who is retiring after being judged by a qualified medical practitioner at the date of cessation of employment to be physically or mentally incapable of earning a living as a Teacher.

- 5.3.2.1.2 The Board shall pay up to one-half ($\frac{1}{2}$) a year's salary (salary at time of retirement) or \$18,000, whichever is the lesser, to a Teacher who has a sick leave accumulation of two-hundred (200) days to surrender and has taught for at least five (5) years continuous service with the Board and is retiring from the profession.
- 5.3.2.1.3 The number of year's service required for a maximum retirement gratuity shall be fifteen (15).
- 5.3.2.1.4 If a Teacher who has taught for five (5) continuous years or more with the Board has less than two-hundred (200) days accumulated sick leave to surrender, that Teacher shall be paid proportionately.
- 5.3.2.1.5 The following formula shall be used to calculate the amount of the gratuity:
- $$G = \frac{N}{P} \times \frac{S}{2} \times \frac{Y}{M} \text{ which is less than or equal to } \$18,000$$
- where
 G = the amount of the gratuity
 N = the number of sick leave credit accumulated surrendered
 (maximum(200 days))
 P = 200 days
 S = the basic grid salary plus allowances at time of retirement
 Y = the number of years of service with the Board
 (maximum 15 years)
 M = the number of years of service required for maximum retirement gratuity.
- 5.3.2.1.6 In the event of death of any Teacher, either before or after retirement but before receiving the benefits herein provided, such benefit shall be paid or transferred to the beneficiary, and failing designation in writing of a beneficiary by the Teacher, shall be paid to the estate.
- 5.3.2.1.7 This Retirement Gratuity Plan shall become operative for any Teacher from the date of employment of the Teacher. (i.e. There shall be no waiting period.)
- 5.3.2.1.8 In order to initiate payment of the gratuity, it is necessary for the Teacher or, in the case of death, the party named in 5.3.2.1.6 to advise the Board in writing the manner in which the gratuity should be paid; i.e. to oneself, to the estate, or paid into some form of a registered retirement savings plan. Payment shall be made on a mutually agreed upon date following the official date of termination, which, for retirement, is August 31 or December 31.

A.01.1

The following Teachers who were transferred from the predecessor Board, Cochrane-Iroquois Falls, Black River-Matheson Board of Education, to District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Cochrane High School or Iroquois Falls Secondary School shall be entitled to the provisions stipulated in A.01.

Derek Beland Michelle Durant-Dudley	Trina McKinnon-Gelinas
--	------------------------

A.02 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Hearst Board of Education, and the Secondary Teachers in its employ.

ARTICLE XVII: RETIREMENT GRATUITY

17:02 RRSP Package

- a) A group RRSP Plan is developed for teachers hired after September 1, 1978.
- b) The amount of \$3,000 plus one year interest on this amount will be placed on behalf of the teacher in the plan. These amounts will be placed the 1st working day of October or March in the semester in which the teacher has taught a minimum of six (6) credits and started his/her seventh period.
- c) A teacher who leaves the employ of the Board after 10 years continuous employment with the Board is eligible to receive the RRSP Package. (see seniority list)
- d) If a teacher who is eligible to the RRSP Package leaves the employ of the Board to take employment with another Board where he/she is eligible for a retirement gratuity, the teacher is not eligible to receive payment from the RRSP Package.
- e) All accumulated sick leave credits in the teacher's name at the time he/she receives compensation under this article are reduced to nil.
- f) Any monies, including interest, which are not withdrawn from the RRSP Package are to remain in the Fund and to be distributed Among the eligible members of the group. (These amounts are distributed before the new members are added to the list and on the same dates as in 17:02b).
- g) The administration of the plan will be jointly carried out by the Board and the teachers' Federations.
- h) At the request of one of the two parties, a yearly audit will be carried out by a party acceptable to both Board and teachers' Federations.
- i) When a payment is made, both parties must agree on the method of payment.
- j) In the event of the death of a teacher before or after ten (10) years continuous service with the Board, monies placed in the plan, plus interest, will be paid to the estate of the teacher.

A.02.1 The following Teachers who were transferred from the predecessor Board, Hearst Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Hearst High School shall be entitled to the provisions stipulated in A.02.

Melanie Baschiera	André Dumais
-------------------	--------------

A.03

The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Kapuskasing-Smooth Rock Falls and District Board of Education, and the Secondary Teachers in its employ.

9.05

Retirement Gratuity:

9.05.1

Upon proof of retirement to a teacher's pension, a teacher with ten (10) or more years of continuous service with this Board shall be entitled to retirement gratuity. Dismissal for cause will not entitle an employee to retirement gratuity.

9.05.2

In the event of the death of a teacher, the amount of sick leave credit retirement gratuity that would have been paid to the teacher if he/she had retired on the date of his/her death, shall be paid to his/her estate.

9.05.3

Amount of Gratuity

9.05.3.1

The maximum of the retirement gratuity may be equal to but shall not be more than half of the teaching employee's salary as at retirement time.

9.05.3.2

Amount of Gratuity:

The amount of gratuity shall be calculated as follows:

$$G = [N / 200] \times S$$

Where

G equals amount of gratuity

N equals one half the number of days of accumulated sick leave credit, but not in excess of 100.

S equals employee's salary at time of retirement. [92-96]

9.05.3.3

In the event a teacher is ill in the final year of teaching prior to retirement to a teacher's pension (e.g.: a teacher retires on June 30, 1995, final year is September 1, 1994 to June 30, 1995; a teacher retires January 31, 1994, final year is February 1, 1993 to January 31, 1994), the first sixty (60) days of sick leave credits taken during the final year will not affect the amount of gratuity calculated in clause 9.05 (3)(b) above. For purposes of this clause, "teaching" means active teaching. [92-96]

9.05.4

Method of Paying Gratuity

9.05.4.1

The retirement gratuity in this plan shall be paid to the employee within ninety (90) days of receipt of proof of retirement to a teacher's pension.

9.05.4.2

Notwithstanding 9.05.4.1, at the discretion of the employee, the retirement gratuity in this plan is to be paid to the employee in a period of time not exceeding three (3) years.

A.03.1

The following Teachers who were transferred from the predecessor Board, Kapuskasing-Smooth Rock Falls and District Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Kapuskasing District High School or Smooth Rock Falls K-OAC School (Secondary) shall be entitled to the provisions stipulated in A.03.

James Johnson	Dianne Leaist-Yorkston
---------------	------------------------

A.04 The following is the applicable clause from the collective agreement negotiated between the predecessor Board, Kirkland Lake Board of Education, and the Secondary Teachers in its employ.

11.01 The Board agrees to transfer 100% of the unused statutory sick leave to a Cumulative Sick Leave Account as outlined in Policy S-10 (January 1, 1977) at the end of each school year and to pay retirement gratuity in accordance with the Policy S012 which existed on May 14, 1974, and was updated effective January 1, 1977. The payment of sick leave shall be suspended at the time an employee becomes eligible to receive Long Term Disability Pay in lieu of Sick Leave.

A.04.1 The following Teachers who were transferred from the predecessor Board, Kirkland Lake Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Kirkland Lake Collegiate and Vocational Institute shall be entitled to the provisions stipulated in A.04.

Monica Date	James McKnight
Marc Larouche	Jodi Ryan

A.05 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Timmins Board of Education, and the Secondary Teachers in its employ.

ARTICLE X - UNUSED SICK LEAVE RETIREMENT ALLOWANCE

The plan recognizes and rewards a teacher for regular attendance on his duties as a teacher employed by the Board.

10.01 To qualify for this allowance a teacher must:

- i) have completed a minimum of ten (10) years of continuous service in schools under the jurisdiction of the Board or its predecessor Board(s) immediately prior to retirement;
- ii) be retiring from the profession and be retiring on a pension or deferred pension under the Teachers' Pension Act;
- iii) the calculation of the allowance shall be based on accumulated sick leave credit, the product of the number of years teaching multiplied by 1.66 expressed as a percentage, and the annual salary at the time of retirement in accordance with the following formula:

$$A = [N / 200] \times (Y) \times 1.66\% \times (S)$$

where

A = unused sick leave allowance,

N = number of days of accumulated sick leave which cannot exceed two hundred (200) for teachers for purposes of calculation,

Y = number of full years teaching (10.01(i))

S = annual salary at retirement.

The allowance shall not exceed 50% of the annual salary at the time of retirement.

10.02 Payment shall be made in one lump sum on retirement or in three (3) equal annual payments as mutually agreed between the teacher and the Board.

10.03 In the event of the death of a teacher either before or after retirement but before the payment of the full benefits of the Unused Sick Leave Retirement Allowance for which a teacher may be eligible, the whole or such benefits as remain unpaid, shall be paid to the estate forthwith.

10.04 For all teachers of the predecessor Tisdale Board who were on staff as of June 1, 1968, full rights and privileges as were existing for the purposes of the existing Retirement Gratuity Plan under Tisdale Board, remain in full force and effect as follows:

That a retirement gratuity, on retirement from service with the Board, when the teacher becomes eligible for Superannuation, be paid at 50% of the balance at credit in the cumulative sick leave account not to exceed one-half (½) year's salary as per Section 158 of the Education Act, 1983.

A.05.1 The following Teachers who were transferred from the predecessor Board, Timmins Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Roland Michener Secondary School or Timmins High and Vocational School shall be entitled to the provisions stipulated in A.05.

Sandra Comand-Mainville John Elliott John Labine Jacqueline Lecoupe-Di Bella Lisa Moore Roma Natolino	Kelly Pearce Nicole Reid Perry Sharp Julia Vanderweerden Kimberly Wagner
--	--

SIGNATURE PAGE

DATED in Timmins, Ontario this 12 day of March, 2021

Signed on behalf of:

District 1, Ontario North East
Of the Ontario Secondary School
Teachers' Federation:



Ante Dumbo

Kamila Lierakaurko

Tomara Kaye

John Seif

J. Deslats

District School Board Ontario North East:

Lesleigh m Dye

Digitally signed by Lesleigh Dye
Date: 2021.03.09 08:51:44 -05'00'

