

Numeric summary of Memorandum of Settlement SGDSB and OSSTF Teachers

1. **Article 2.01**

Amend as follows:

2.01 – Bargaining Unit: means the Bargaining Unit composed of every Part X.1 Teacher assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time and every Occasional Teacher who is on the Board's roster of Occasional Teachers and who may be assigned to a secondary school **and any Continuing Education and all Special Assignment teachers.**

2. **Article 3.01**

Amend as follows:

3.01 - The Board recognizes OSSTF as the exclusive bargaining agent of all Teachers, including Temporary Teachers, **Continuing Education Teachers and Special Assignment Teachers** who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time and of all Occasional Teachers who are on the Board's roster of Occasional Teachers and who may be assigned to a secondary school.

3. **Article 3.06**

Amend as follows:

The Board recognizes the right of a member to have a Union Representative present at any formal meeting with management at which the member's conduct or competence *is* to be discussed or investigated. The Board will inform the member of this right in advance of the meeting.

4. **Article 3.20 NEW**

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

5. **Article 12.01 (e) PART B NEW**

12.01 (e) The deduction of OSSTF dues and levies for Occasional Teachers shall be in compliance with Clauses 12.04 and 12.05 PART A Teachers.

6. Article 13.10

Amend as follows:

The Board shall email the Bargaining Unit President a copy of each Personnel Report following the approval of the report by the Board.

7. Article 15.02

Add the following:

For the purposes of staffing, Special Education Teacher refers to non-classroom assigned teachers who work in a support based capacity with students and other staff.

8. Article 16 Learning Leads

Amend as follows;

Amend title to “Learning Leads” (all references to Program Leaders will be changed to Learning Leads)

16.01 Following a posting and interview process, the Board shall select Learning Leads in each school based on the average number of FTE students in the school on October 31 and March 31 of the year during which the Learning Lead positions conclude.

Enrolment:

less than 250 students - 4 Learning Leads
250 – 300 students - 5 Learning Leads
more than 300 students - 6 Learning Leads

16.02 (a) AMEND as follows:

16.02 a) Each Learning Lead shall be selected following a general posting for Learning Leads within a school in which applicants are invited to apply.

16.02 b) and c) Remain with Current contract

16.02 d), e), and f) Delete

16.03 Remain with Current contract.

16.04 Amend as follows:

In the interview and selection of a candidate to fill a Learning Lead position, the following factors shall be considered: skill, ability, qualifications, and experience and/or expertise required to perform the duties of a Program Leader.

16.05 Remain with Current Contract.

16.06 Delete

16.07 Amend as follows:

In addition to their leadership responsibilities, as outline in the job posting, each Learning Lead shall assist the Principal in the operational and instructional requirements of the school which impact student learning-

16.08 AMEND by RENUMBERING.

16.09 AMEND by RENUMBERING.

9. Article 17.17 (b) NEW

17.17b) A Supply Teacher may request permission from the Principal, or designate, to leave the school during the absent teacher's scheduled unassigned time or, if the unassigned time is in the first period of the day, to arrive later than the start of the period. If the Principal, or designate, is satisfied that the obligations of the Supply Teacher have been or can be met, the Principal, or designate, may support this request. Support for this request will not be unreasonably denied.

10. Article 17.aa NEW

A teacher will provide three reports per semester to students, parents/guardians and school administration. These include the early anecdotal reports, mid-term reports and the final Provincial Report Cards.

Additional individual student reports shall be provided upon request (for example, requests made by parents, school Administrators, Student Success Teachers, and other staff where appropriate).

11. Article 20.04 NEW

Requests for Semester-based transfers between teachers holding similar subject-based qualifications at two different schools will be considered by the respective Principals without prejudice to either teacher's home school Seniority status.

The request for semester-based transfer for the upcoming school year must be received prior to April 30th and the final decision of the Principals will be communicated by June 15th.

12. Article 21.03

Amend as follows:

Where the teacher accepts **any portion of** an assignment to the position of Acting Vice-Principal or Principal, the daily salary for the acting position shall be the ordinary starting salary for the Vice Principal or Principal position being replaced, divided by 194, prorated.

13. Article 21.06 NEW

Amend as follows:

The Board shall provide Acting Vice Principals and Principals with a package outlining their duties and responsibilities.

The Board will offer an annual training session for those individuals identified by the Principal to serve in the capacity of Acting Vice Principal and Principal.

14. Article 21.07 NEW

The Board shall hire an Occasional Teacher to replace any classroom teacher who agrees to perform the duty of an Acting Administrator as per the provisions outlined in this Agreement .

15. Article 22.06 NEW

When posting an LTO position, the Board will indicate in the job posting whether consideration may be given to splitting the assignment. The decision to split the assignment rests solely with the Board once they have reviewed the pool of candidates for a position.

16. Article 23.08 NEW

23.08 Both the Board and OSSTF recognize that a teacher's Annual Learning Plan (ALP) is teacher-authored and teacher-directed document developed in a consultative and collaborative manner with the school Principal.

17. Article NEW Staff Meetings

The parties agree to the following wording, provided that such wording is not deemed to be a Central issue:

The tentative dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers.

A draft agenda for a staff meeting shall be provided to staff members at least one working day prior to the meeting. Teachers may submit agenda items to the Principal for consideration.

Notes from staff meetings will be taken by staff, if requested by the Principal. The Principal will review prior to distribution.

18. Article 27.06 NEW

27.06 All Occasional Teachers on the Occasional Teacher Roster shall have the right to attend one (1) paid Professional Activity Day per year on such day as identified by the Board.

19. Article 33.12 (b) NEW

33.12 b) A member shall have the right to OSSTF representation at any meeting which is part of an attendance management system or any meeting where the member's attendance history is to be discussed.

20. Article 33.12 (c) NEW

The Board shall ensure that all medical information is stored in a secure location and in a confidential manner. The Teacher shall have access to their file upon request.

21. NEW Letter of Understanding – Professional Development Committee

The Board agrees to establish a Professional Development Committee with equal representation from management and the Bargaining Unit to collaboratively develop and deliver PA/PD activities for the secondary panel.

22. NEW Letter of Understanding – Flexible Workplace Pilot

The Board and OSSTF agree to pilot the following for the 2016/2017 school year:

Teachers, with the permission of the school Principal, may work at home for one Exam Day. Teachers shall submit a written work plan to the Principal prior to approval.

Teachers may request to take one half of a day during Semester 1 and Semester 2 or one full day during the Exam period in either Semester.

Teachers will be available to the school Principal to address any issue which may arise during these days.

This Letter of Understanding concludes on June 30, 2017.

23. NEW Letter of Understanding – Professional Learning Reimbursement

In recognition of savings resulting from the reduction of Program Leaders, all 2015/2016 Permanent teachers shall be eligible for a one-time professional development reimbursement up to a maximum of \$500, provided that expenses are supported by itemized receipts and submitted for the period between September 1, 2014 and December 31, 2016.

These receipts must be submitted to the Board by December 31, 2016.

It is agreed that this reimbursement may be used for, but is not limited to, such items as additional qualification courses, computer hardware and software, and other such resources that help support the professional learning of teachers.

24. NEW -Letter of Understanding: Automated Call-in System

The Board will investigate the implementation of an automated call in system. A Committee will be formed with OSSTF representation to provide consultation into the establishment and operation of the system.

Until such time that the automated system is in place, the following guidelines will be implemented as part of a pilot program:

The Board will first endeavour to assign daily occasional teaching assignments within each school on a rotational basis subject to the occasional teacher's qualifications as recorded on the OCT Record. These qualifications may be broadened into other curricular areas with the mutual consent of the teacher and the principal. The rotation shall be defined as commencing with the first name on

the Occasional Teacher Roster List following the last Supply Teacher called in for a full day's pay.

When an unforeseen absence occurs, the Board will endeavour to call-in a Supply Teacher who has self-identified as willing to provide coverage on short notice. The rotation position on the Call-in List shall not be affected by such an assignment.

The Supply teacher called-in to cover an absent teacher may have the assignment extended should the classroom teacher's absence be extended beyond the first day.

A log book recording all calls made to fill assignments shall be kept by the principal or designate of the school. This log book shall be open to inspection by the Branch president.

For the purpose of implementing this pilot call-in program, the Board will inform all Occasional Teacher Roster teachers of the program and allow them a period of one (1) month from the date of the ratification of the Local Agreement to provide the school Principals with the information they will require to implement the broad curricular areas they believe should be taken into account in determining their "qualifications" for the implementation of this pilot program.

The principal and Supply teacher shall thereafter have a period of up to two months to finalize the "qualifications" of the Supply teacher.

25. NEW - Letter of Understanding re: Video Surveillance and Electronic Recordings

By October 31st, 2016, the Board undertakes to begin the process of implementing or modifying its policy regarding electronic recordings and video surveillance in the workplace. The Board agrees that OSSTF will be consulted as part of the policy development/amendment.