

**COLLECTIVE AGREEMENT**

Between

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

(hereinafter called the "OSSTF" or "Union")

Representing

**The Secondary Teachers and Occasional Teachers of OSSTF**

**District 6B, Superior North**

Employed by the Board

(hereinafter called the "Bargaining Unit")

And

**The Superior-Greenstone District School Board**

(hereinafter called the "Employer" or "Board")

For the Period

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

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# **OSSTF TEACHERS – PART A: CENTRAL TERMS**

## **C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT**

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

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

### **C1.2 Implementation**

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding in 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.

## **C2.0 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<sup>st</sup>, 2019 to August 31<sup>st</sup>, 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.

## **C3.0 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.

#### **C4.0 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.

## **C5.0 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 terms 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 of 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 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 on 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.

## **C6.0 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER**

Effective February 1<sup>st</sup>, 2020, 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.

## **C7.0 BENEFITS**

The Parties have agreed to include 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 Trusts' 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 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 the 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 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 the 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 31<sup>st</sup> and March 31<sup>st</sup>.
- 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 the 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 administrative 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 agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<b>Board</b>	<b>Maximum Funding Amount (a)</b>	<b>Employer % Co-Pay (b)</b>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings &amp; 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 the 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 enrollment 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.

## **C8.0 STATUTORY LEAVES OF ABSENCE/SEB**

### **C8.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leave 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 in 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.

## **C9.0 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 of other than sick leave, WSB 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 the 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 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.

#### **C10.0 PROVINCIAL SCHOOLS AUTHORITY/PSAT**

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

## **C11.0 MINISTRY/SCHOOL BOARD INITIATIVE**

- 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 the 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.

## **C12.0 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.

## **C13.0 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.

## **C14.0 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 Teachers retirement, the gratuity shall be paid out at a 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 High School
  - iv. Huron Perth Catholic District School Board
  - v. Limestone District School Board

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

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

## APPENDIX B – ABILITIES FORM

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

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

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

<b>Employee Name:</b> <i>(Please print)</i>	<b>Employee Signature:</b>
<b>Employee ID:</b>	<b>Telephone No:</b>
<b>Employee Address:</b>	<b>Work Location:</b>

**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)**

<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):								
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other ( <i>please specify</i> ):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> <b>Use of hand(s):</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>Left Hand</b></td> <td style="width: 50%; border: none;"><b>Right Hand</b></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Gripping</td> <td style="border: none;"><input type="checkbox"/> Gripping</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Pinching</td> <td style="border: none;"><input type="checkbox"/> Pinching</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> <td style="border: none;"><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		<b>Left Hand</b>	<b>Right Hand</b>	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):
<b>Left Hand</b>	<b>Right Hand</b>										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):										

## APPENDIX B – ABILITIES FORM

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> <b>Work at or above                  shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No  Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2B: COGNITIVE (please complete all that is applicable)</b>			
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities <i>(Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>			
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:</b>			
<b>3: Health Care Professional to complete.</b>			
From the date of this assessment, the above will apply for approximately:  <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient?  <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):  <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: <b>dd        mm        yyyy</b>	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions:		<b>dd        mm        yyyy</b>	

<b>Completing Health Care Professional Name:                  (Please Print)</b>	
<b>Date:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Signature:</b>	



**LETTER OF AGREEMENT #1**

**BETWEEN**

**The Ontario Public School Boards' Association**

**(hereinafter called 'OPSBA')**

**AND**

**The Ontario Secondary School Teachers' Federation**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

**The Ontario Public School Boards' Association**

**(hereinafter called 'OPSBA')**

**AND**

**The Ontario Secondary School Teachers' Federation**

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

**RE: Status Quo Central Terms**

Status quo central terms

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 the 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 (APs)/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 provision 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 issue 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 the 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 agreements 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 class sizes in the school board where local class size 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/Staffing 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')**

**Re: E-Learning Alternative Models**

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

**The Ontario Public School Boards' Association**

**(hereinafter called 'OPSBA')**

**AND**

**The Ontario Secondary School Teachers' Federation**

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

**AND**

**The Crown**

**RE: Benefits**

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

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit

plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the “Participation Date”.

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

### **1.0.0 PRINCIPLES**

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

### **2.0.0 GOVERNANCE**

#### **2.1.0 Board of Trustees**

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer

representatives will be responsible for the appointment and termination of the employer Trustees.

2.1.2 The appointed independent experts will:

- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
- b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
- c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

2.1.4 All voting requires a simple majority to carry.

2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

### **3.0.0 ELIGIBILITY and COVERAGE**

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union



groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

## **4.0.0 FUNDING**

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

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").

- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
  - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
  - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

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

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

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

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
  - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4%

for 2015-16 and 4% for 2016- 17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:

i) there is an in-year deficit,

ii) that the deficit described in i) is not related to plan design changes,

iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.

- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will

remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

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

### **5.1.0 Shared Services**

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

5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

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

5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a. Validation of the sustainability of the respective Plan Design;
- b. Establishing member contribution or premium requirements, and member deductibles;
- c. Identifying efficiencies that can be achieved;
- d. Adopting an Investment Policy; and
- e. Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

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

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan



renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

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

### **5.3.0 Accountability**

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

## **6.0.0 TRANSITION COMMITTEE**

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

**THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY  
LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION  
UNTIL AUGUST 31, 2019**

**LETTER OF AGREEMENT #6**

**BETWEEN**

**The Ontario Public School Boards' Association**

**(hereinafter called 'OPSBA')**

**AND**

**The Ontario Secondary School Teachers' Federation**

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

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

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

**1. PREGNANCY LEAVE BENEFITS**

**Common Central Provisions**

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay

will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). 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:”

## **OSSTF TEACHERS – PART B : LOCAL TERMS**

### **ARTICLE 1.0 PURPOSE**

- 1.01 It is the right and purpose of the parties to maintain harmonious relationships between the Board and teachers in the bargaining unit and to co-operate to the fullest extent in an endeavour to provide the best possible educational service.
- 1.02 It is the desire of the parties to set forth in this Agreement certain of the terms of employment for Teachers and Occasional Teachers covered in this Agreement.

### **ARTICLE 2.0 DEFINITION**

- 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.
- 2.02 Bargaining Agent: means the Ontario Secondary School Teachers' Federation.
- 2.03 Board: means the Superior-Greenstone District School Board.
- 2.04 Part X.1 Teacher: means a Teacher employed by the Board to teach but does not include a supervisory officer, a principal or vice-principal or an instructor in a Teacher- training institution.
- 2.05 Part-Time Teacher: means a Teacher employed by the Board on a regular basis for other than full-time duty.
- 2.06 Probationary Teacher:
- a) "Probationary Teacher" means a Teacher employed by the Board for the probationary period determined by the Board



b) A Teacher hired on a probationary basis is employed on probation for one year or such lesser period as may be determined by the Board.

2.07 Teacher: means a Part X.1 Teacher. A Teacher must be a member of the Ontario College of Teachers.

2.08 Director: means the Director of Education or his/her designate

2.09 OSSTF: means the Ontario Secondary School Teachers' Federation.

2.10 Predecessor School Board: means the Lake Superior Board of Education, the Beardmore, Geraldton, Longlac and Area Board of Education or the Nipigon- Red Rock Board of Education.

2.11 Predecessor Collective Agreement: means the applicable collective agreement in effect immediately prior to September 1, 1998, applying to the District School Board in relation to Secondary Teachers.

2.12 Special Assignment Teacher: means a Teacher assigned to a special project or study or to system wide duties and such Teacher shall be covered by the Collective Agreement.

2.13 Occasional Teacher: means an Occasional Teacher, as defined in Section 1.1 of the *Education Act*, who falls within the scope of the Bargaining Unit.

2.14 Agreement: means this Collective Agreement.

2.15 Member: means a Member of the Bargaining Unit as defined in Article 2.01.

2.16 Supply Teacher: means an Occasional Teacher who is not a Long Term Occasional Teacher.

- 2.17 Long Term Occasional Teacher: means a teacher who is required to teach for a period of ten (10) or more consecutive days as a substitute for the same teacher.
- 2.18 Occasional Teacher Roster: means a list of teachers qualified to teach in Ontario who have been accepted by the Board to work as Occasional Teachers in its secondary schools.
- 2.19 Temporary Teacher: means a person employed to teach under the authority of a Letter of Permission.

### **ARTICLE 3.0 RECOGNITION**

- 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.
- 3.02 This Agreement is binding upon the Board and OSSTF and upon its Members employed by the Board.
- 3.03 The Board recognizes the right of the OSSTF to authorize the Bargaining Unit's Collective Bargaining Committee to negotiate on behalf of the OSSTF.
- 3.04 The Board recognizes the right of the Bargaining Unit to authorize the OSSTF or any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.05 The OSSTF recognizes the right of the Board to authorize any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise

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

- 3.06 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. If the teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present in a timely fashion.
- 3.07 The Board shall permit the Union to inspect and make copies of minutes, at its expense, of all public meetings of the Board and its committees.
- 3.08 The Bargaining Unit shall notify the Board annually in writing of the names of its officers authorized to represent the Bargaining Unit.
- 3.09 The following provisions of this Collective agreement shall apply to Occasional Teachers.

#### ARTICLE

- 1. Purpose
- 2. Definitions
- 3. Recognition
- 4. Management Functions
- 5. Strike Lockout
- 6. Category Placement
- 7. Salary Grid-Part B only
- 12. Method of Payment of Salary - Part B only
- 17. Instructional Time

- 20. Termination of Employment, Clause 20.04 only
- 23. Posting of Vacancies
- 24. Appraisal (only those Long Term Occasional Teachers required to teach three (3) or more months for the same teacher)
- 26. Demotion and Dismissal
- 27. Grievance/Arbitration Procedure
- 31. Health and Safety
- 32. Discrimination/Harassment
- 34. Sick Leave - Clause 34.08 only  
Group Life and Benefit Plans – Clause 34.11 Part B only
- 35. Leaves of Absence (only those Long Term Occasional Teachers required to teach three (3) or more months for the same teacher): Bereavement Leave, Bereavement Leave-Memorial Service, Adverse Weather Conditions, Federation Business, Personal Leave Days, Special Compassionate Leave, School Business Leave, Medical Quarantine Leave, and Jury/Witness Duty Leave.
- 37. Pregnancy Leave Benefits
- 38. Pregnancy Leave and Parental Leave

3.10 The Board shall provide the Union with bulletin board space in each school on which to post Union notices.

3.11 The Board agrees to provide a copy of the Collective Agreement to all Bargaining Unit members.

- 3.12 The Bargaining Unit shall notify the Board, in writing, of the names of its representatives - officers; bargaining committee members, grievance committee members - and shall notify the Board in writing of any change.
- 3.13 The Board shall provide the Bargaining Unit President with a list of teachers showing their names, schools and classification ranked according to seniority as of October 30 and March 30 of each school year.
- 3.14 The Bargaining Unit shall be allowed to carry out union business on school premises at reasonable times and in reasonable locations. The Bargaining Unit shall notify the Principal in advance of scheduling a meeting.
- 3.15 For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked.

#### **ARTICLE 4.0 MANAGEMENT FUNCTIONS**

- 4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.
- 4.02 All rights not expressly granted to Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

#### **ARTICLE 5.0 NO STRIKE OR LOCK OUT**

- 5.01 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lockout" shall bear the meaning given them in the *Labour Relations Act*, as amended.

## **ARTICLE 6.0 CATEGORY PLACEMENT**

6.01 Category definitions shall be those established by the Qualifications Evaluation Council of Ontario (QECO). For the purposes of salary categorization, the Board recognizes the Certification Rating Statement issued by the QECO/COCE as being final.

6.02 Teachers on staff the first semester requesting a category adjustment shall be paid in the new classification, retroactive to the first day of the semester, if the teacher submits documentary evidence to this effect (Statement of Evaluation by QECO) prior to December 15th of that year. All qualifications for the new classification must have been attained before September 1st of that school year.

If, through no fault of the teacher, the documentation arrives after December 15, all adjustments in salary shall be paid retroactive to September 1; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received.

6.03 Teachers on staff the second semester requesting a category adjustment shall be paid in the new classification, retroactive to the first day of the second semester, if the teacher submits documentary evidence to this effect (Statement of Evaluation by QECO) prior to May 15th of that year. All qualifications for the new classification must have been attained before the first day of the second semester of that school year.

If, through no fault of the teacher, the documentation arrives after May 15, all adjustments in salary shall be paid retroactive to the first day of the second semester; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received.

6.04 The onus is on the Teacher to provide documentary proof of the following upon entering employment or upon change in status, by specified dates, (above) of the current school year:

- a) Category rating;
- b) Teaching experience; and
- c) Teacher's Certification.

The Board shall inform newly hired teachers of this onus at the time of hire.

**ARTICLE 7.0 SALARY GRID**

**PART A – Teachers**

7.01 The following salary schedule shall be effective September 1, 2019.

<b>OSSTF</b>	<b>Grid for September 1, 2019</b>				<b>1.00%</b>
	<b>YEARS</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
	<b>0</b>	52,567	54,936	59,635	62,339
	<b>1</b>	55,959	58,559	63,527	66,514
	<b>2</b>	59,347	62,185	67,416	70,688
	<b>3</b>	62,738	65,812	71,311	74,848
	<b>4</b>	66,126	69,436	75,203	79,029
	<b>5</b>	69,515	73,062	79,099	83,189
	<b>6</b>	72,902	76,690	82,991	87,366
	<b>7</b>	76,292	80,312	86,880	91,523
	<b>8</b>	79,683	83,938	90,774	95,703
	<b>9</b>	83,070	87,564	94,665	99,861
	<b>10</b>	86,460	91,189	98,562	104,126
					93.87%
				<b>OT Daily Rate:</b>	\$254.35

7.02 The Following salary schedule shall be effective September 1, 2020

<b>OSSTF</b>	<b>Grid for September 1, 2020</b>				<b>1.00%</b>
	<b>YEARS</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
	<b>0</b>	53,093	55,485	60,231	62,962
	<b>1</b>	56,519	59,145	64,162	67,179
	<b>2</b>	59,940	62,807	68,090	71,395
	<b>3</b>	63,365	66,470	72,024	75,596
	<b>4</b>	66,787	70,130	75,955	79,819
	<b>5</b>	70,210	73,793	79,890	84,021
	<b>6</b>	73,631	77,457	83,821	88,240
	<b>7</b>	77,055	81,115	87,749	92,438
	<b>8</b>	80,480	84,777	91,682	96,660
	<b>9</b>	83,901	88,440	95,612	100,860
	<b>10</b>	87,325	92,101	99,548	105,167
					93.87%
				<b>OT Daily Rate:</b>	\$256.90

7.03 The following salary schedule shall be effective September 1, 2021

<b>OSSTF</b>	<b>Grid for September 1, 2021</b>				<b>1.00%</b>
	<b>YEARS</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
	<b>0</b>	53,624	56,040	60,833	63,592
	<b>1</b>	57,084	59,736	64,804	67,851
	<b>2</b>	60,539	63,435	68,771	72,109
	<b>3</b>	63,999	67,135	72,744	76,352
	<b>4</b>	67,455	70,831	76,715	80,617
	<b>5</b>	70,912	74,531	80,689	84,861
	<b>6</b>	74,367	78,232	84,659	89,122
	<b>7</b>	77,826	81,926	88,626	93,362
	<b>8</b>	81,285	85,625	92,599	97,627
	<b>9</b>	84,740	89,324	96,568	101,869
	<b>10</b>	88,198	93,022	100,543	106,219
					93.87%
				<b>OT Daily Rate:</b>	\$259.47



## **PART B – OCCASIONAL TEACHERS**

- 7.01 (a) Effective September 1, 2000 an Occasional Teacher employed as a Supply Teacher who is certified to teach in the secondary schools in Ontario according to the Ontario Statutes shall be paid a per diem rate which includes four percent (4%) vacation pay calculated as follows:
- 93.87% of 1/194th of Category 1 Minimum Salary of the salary grid in Part A above. The rate of pay which shall include four percent vacation pay will be as follows:
- September 1, 2019 the rate of pay is \$254.35
- September 1, 2020 the rate of pay is \$256.90
- September 1, 2021 the rate of pay is \$259.47
- 7.01 (b) A Long Term Occasional Teacher (which include individuals on Letters of Permission) shall be paid a per diem rate equivalent to that of a teacher on the salary grid for Teachers in Part A above, having the same qualifications and experience effective on the tenth (10th) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The rate shall include four percent (4%) vacation pay and shall continue to be paid until the expiration of the assignment.
- 7.01 (c) Under extenuating circumstances, a Long Term Occasional Teacher may miss one of the ten (10) consecutive teaching days without pay and penalty upon permission of the principal for appointments booked prior to commencement of the assignment.
- 7.02 Recognized teaching experience, for the purpose of subsection (b) above, shall include the following:
- (a) Previous teaching experience, excluding supply teaching experience, completed with the Board. Long term assignments

completed with the Board shall be granted one (1) month of teaching experience for every twenty (20) days of long term occasional teaching experience, pro-rated for part-time assignments except when full term (September 1 - December 31 or January 1 - June 30) is worked, in which case 4/10 or 6/10 whichever applies, will be granted to the teacher as experience.

(b) Previous teaching experience, excluding supply teaching experience, completed outside the Board. Long term assignments completed outside the Board, but inside Ontario shall be granted experience by the Board subject to the occasional Teacher providing a statement on official letterhead, signed by authorized Board personnel, showing the dates and numbers in each assignment

7.03 In determining a Long Term Occasional Teacher's category placement on the Salary Grid, the Board will follow Article 6.0.

## **ARTICLE 8.0 TEACHING EXPERIENCE**

8.01 Teaching experience recognized for grid purposes will include successful teaching in a school under the jurisdiction of a Provincial Ministry of Education, the Federal Government or a Provincially approved First Nation School.

Experience in a Canadian Community College or University, provided the individual retained a valid Canadian Teaching Certificate at the time the experience was gained, is also recognized for grid purposes.

8.02 A Teacher hired on a full-time basis, who has taught 50% or more of the school year, will be granted the full increment or experience allowance for seniority purposes.

For grid placement, the actual time worked will be accumulated at the end of each school year and when such a total includes a fraction of 50% or more the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

8.03 A Teacher hired on a part-time basis who has taught 50% or more of a full-time assignment, shall be granted a full increment or experience allowance for seniority purposes. For grid placement, the actual time worked will be accumulated at the end of each school year and when such total includes a fraction of 50% or more, the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

## **ARTICLE 9.0 RELATED WORK AND TRADE EXPERIENCE**

### 9.01 Related Work Experience:

Related work experience recognized by the Board and above that required for admission to a teacher training institution will be credited as follows: one grid step for every year of related experience up to a maximum of eight years. Related experience will be rounded to the nearest half year.

Related work experience shall not cause the maximum for the category to be pierced.

## 9.02 Trade Experience:

Effective September 1, 2000, Vocational or Commercial: each year of Vocational or Trade Experience to a maximum of ten (10) years over the minimum requirements of an Ontario College of Education will be credited as follows:

One (1) grid step for every year of experience to a maximum of ten (10) years.

Trade experience must be certified by previous employer(s) and be rounded to the nearest half-year.

## **ARTICLE 10.0 MASTER'S DEGREE ALLOWANCE**

10.01 A teacher will be paid an allowance in addition to his/her regular salary for a Master's Degree from a recognized university or institution as follows:

MASTER'S ALLOWANCE	
Grid for September 1, 2019	1,164.00
Grid for September 1, 2020	1,176.00
Grid for September 1, 2021	1,188.00

## **ARTICLE 11.0 CONTINUING EDUCATION ALLOWANCE**

11.01 Where the Director requests a teacher to take a Continuing Education course and the teacher agrees the Board will reimburse the teacher for the cost of tuition and books upon successful completion of the course.

**ARTICLE 12.0 METHOD OF PAYMENT OF SALARY**

**PART A - Teachers**

12.01 The Teacher's annual salary is to be paid on the 15th and 30th of each month except in February when pay will be made on the 28th or 29th

For a part-time teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment six teaching periods:

- 1 period equals 0.17
- 2 period equals 0.33
- 3 period equals 0.50
- 4 period equals 0.67
- 5 period equals 0.83
- 6 period equals 1.00

12.02 A Teacher is entitled to be paid his/her salary in the proportion that the sum of the total number of school days on which the Teacher performs his/her duties bears to the sum of the total number of school days in the school year.

For purposes of calculating a day's salary under this agreement, the amount shall be equal to:

$$\frac{1}{\text{\# of school days in that school year}} \times \text{Teacher's Salary}$$

12.03 On each pay date the Board shall deduct from each Member who receives a cheque/deposit the OSSTF regular monthly dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

12.04 The OSSTF dues deducted shall be forwarded to the Treasurer of OSSTF, 49 Mobile Drive, Toronto, Ontario, M4A 1H5 no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. The payment shall be accompanied by a list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.

12.05 Any Bargaining Unit dues\Levy deducted shall be forwarded to the Treasurer of OSSTF District 6B, Superior North, no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by a list showing the names of the employees, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.

12.06 OSSTF agrees to indemnify and save harmless any action against the Board resulting from such deductions authorized by the OSSTF and/or the Bargaining Unit.

**PART B - Occasional Teachers**

12.01(a) Subject to subsection 12.01 (b), Occasional Teachers shall be paid by direct deposit as follows:

<b>Pay Date</b>	<b>Period Worked</b>	
September 30	September	1 - 15
October 15	September	16 - 30
October 31	October	1 - 15
November 15	October	16 - 30
November 30	November	1 - 15
December 15	November	16 - 30
January 15	December	1 - 30
January 31	January	1 - 15
February 15	January	16 - 30
February 28	February	1 - 15
March 15	February	16 - 28/2
March 31	March	1 - 15
April 15	March	16 - 30
April 30	April	1 - 15
May 15	April	16 - 30
May 31	May	1 - 15
June 15	May	16 - 30
June 30	June	1 - 15
July 15	June	16 - 30

12.01(b) Occasional Teachers who are required by the principal, to design lesson plans and teach them, shall be paid their daily grid rate as per article 7.01 b), from the first day of the assignment.

Occasional Teachers, who teach for a period of at least ten (10) consecutive days, shall be paid in accordance with Article 7.01 b) above and accrue daily Long Term Occasional experience as per article 7.02 a), retroactive to the start of the assignment.

Long Term Occasional Teachers who teach for a period of two consecutive months, as substitute for the same teacher, shall be paid in accordance with Article 12.01 of Part A above.

12.01(c) Each Occasional Teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.

- 12.01(d) A statement of earnings indicating the number of days worked during the pay period shall be forwarded to the Occasional Teacher via home e-mail. Should a Supply Teacher choose not to have a statement of earnings emailed to him or her, the statement will be kept in a secure place at the teacher's home high school until retrieved by the teacher.
- 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.

### **ARTICLE 13.0 OCCASIONAL TEACHER ROSTER**

13.01 The Occasional Teacher Roster shall be broken down by secondary school and shall provide the following information for each Occasional Teacher

- i) name
- ii) address,
- iii) telephone number,
- iv) subjects/divisions that the Occasional Teacher is qualified to teach,
- v) preferred grade levels, and
- vi) availability.

13.02 The Board agrees to amend from time to time the composition of the Occasional Teacher Roster so that it reflects those actively seeking occasional teaching assignments.

13.03 The Board shall publish and distribute the Occasional Teacher Roster for the upcoming school year to the Bargaining Unit by September 30th of each year. The Board will provide the Bargaining Unit with updates as they occur.



- 13.04 Occasional Teachers shall notify the Human Resources Department of the Board as soon as practicable, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 13.05 Incumbents on the Occasional Teacher Roster shall advise the principal(s) of the school(s) where they wish to teach by September 1st of each school year of their desire to remain on the Occasional Teacher Roster.
- 13.06 An Occasional Teacher who is included on the list shall be available for assignment or shall provide reasonable grounds for refusing such assignment.
- 13.07 It shall be the responsibility of all Occasional Teachers to provide the Board with a Qualifications Rating Statement and any supporting documents within sixty (60) days of being added to the Occasional Teacher List.
- 13.08 When filling a Supply teaching assignment, the Board shall endeavor to contact all qualified Occasional Teachers on the Occasional Teachers' Roster available for placement at that secondary school prior to filling the assignment with a teacher who is not on the list.
- 13.09 Each school shall provide the Union a copy of the supply teacher time sheet each pay period upon request of the Bargaining Unit President and/or designate.
- 13.10 The Board shall email the Bargaining Unit President a copy of each Personnel Report following the approval of the report by the Board.

## **ARTICLE 14.0 SENIORITY**

- 14.01 Seniority shall mean length of continuous service in the OSSTF Teachers' Bargaining Unit with Superior- Greenstone District School Board and shall include experience with its predecessor Boards of Education. Predecessor Board of Education seniority shall be determined by the appropriate collective agreement in force as of December 31, 1997. A list of Teachers with predecessor Board of Education seniority will be maintained at the Superior-Greenstone District School Board office.
- 14.02 It is understood by both parties that seniority is, first and foremost, based on an individual school basis.
- 14.03 The following leaves will be recognized for seniority purposes: pregnancy leave, parental leave, leave of absence, sick leave, secondment, long term disability, Teacher Funded Leave Plan, Workers' Compensation and any other Board-Approved leave contained within this contract where it is stated that seniority shall continue to accrue.
- 14.04 Effective September 1, 2000, part-time Teachers shall accrue seniority as though they were full-time.
- 14.05 That Teacher is more senior who has the greater:
- a) length of continuous teaching service with the Superior- Greenstone District School Board and its predecessor Boards of Education at a given secondary school as a member of OSSTF; or, when these are equal
  - b) length of continuous teaching service with the Superior- Greenstone District School Board and its predecessor Boards of Education at a secondary school level as a member of OSSTF; or, when these are equal
  - c) length of teaching service with the Superior-Greenstone District School Board and its predecessor Boards of Education at a secondary school level as a member of OSSTF; or, when these are equal

- d) length of teaching service at a secondary school level as a member of OSSTF; or, when these are equal
- e) length of total teaching service including teaching service at the elementary level and outside of Ontario; or, when these are equal
- f) if a redundancy exists, all of the above being equal, the Director of Education and the Principal concerned shall determine who shall be declared redundant in the best interests of the school.

### **ARTICLE 15.0 STAFFING**

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

a) All classroom teachers will have a maximum average class size of 23:1 calculated by dividing the total number of students by the number of assigned classroom teaching periods each semester. Therefore each classroom teacher would teach a maximum of 69 students per semester. E-learning classes are not factored into this average.

b) Notwithstanding 15.01. a), up to 10% of the board's teaching periods may have their class size average pierced by up to 2 students per semester. Therefore, a teacher with three classroom periods, would have an absolute maximum of 73 students.

(c) Notwithstanding 15.01. a), by mutual consent between the teacher, principal, and joint staffing committee, a teacher may accept a single period assignment that exceeds 25 students each semester.

(d) The joint staffing committee will meet each semester no later than January and June of each school year.

15.02 Effective September 2002, each school shall have Guidance and Special Education teachers assigned to it according to the following: If the average of the FTE students in the school on October 31 and March 31 of the preceding school year is more than 400:

1.5 Guidance Teachers

1.5 Special Education Teachers.

If the average of the FTE students in the school on October and March 31 of the preceding school year is less than 400:

1.0 Guidance Teachers

1.0 Special Education Teachers.

Effective September 2005 where the average of the number of identified students in the school on October 31 and March 31 of the preceding school year is more than 55, the Board will assign an additional 0.17 FTE Special Education Teacher to the school to meet Student Success initiatives. The additional section shall be timetabled in the first semester.

Effective September 2006 where the average of the number of identified students in the school on October 31 and March 31 of the preceding school year is more than 55, and less than 65, the Board will assign an additional 0.17 FTE Special Education Teacher to the school in order to meet Student Success initiatives. Where the average of the number of identified students in the school on October 31 and March 31 of the preceding school year is more than 65, the Board will assign an additional 0.33 FTE Special Education Teacher to the school in order to meet Student Success

initiatives. At least one of the additional sections shall be timetabled in the first semester.

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.

**\*Please see the Letter of Understanding, RE: Guidance Teacher and Special Education Teacher Assignment Flexibility.**

15.03 Additional staff may be assigned to a school at the discretion of the Board.

15.04 In the event that the Board offers courses by distance education, the Board agrees that staffing and workload provisions governing such credits shall be consistent with the staffing and workload provisions of this collective agreement.

15.05 Where a Special Education or Guidance Teacher is absent for more than ten (10) consecutive school days, the Board will endeavor to replace the teacher in accordance with the Collective Agreement.

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

15.06 An In-School Staffing Committee shall be established and maintained from year to year in each secondary school. The Committee shall be comprised of two teachers from the school, appointed by the union, and one or more Board representatives which may include, but is not limited to the Principal.

15.07 The Committee will provide advice and input to the Principal with respect to timetabling, teaching assignments, the allocation of other professional duties such as supervision, class size, and the method of staffing during the school year including surplus and redundancy declarations. Issues raised by representatives on the In-School Staffing Committee with respect to timetabling, allocation of other professional duties or class size which are not resolved by the In-School Staffing Committee may be brought forward to the Superintendent or designate responsible for staffing. The Superintendent shall consult with the In-School Staffing Committee and

make recommendations, where appropriate, to resolve any such issues in dispute.

The In-School Staffing Committee will work collaboratively towards establishing consensus in addressing matters related to the Committee's mandate, with the Principal having final decision-making authority in respect of staffing if consensus is not achieved.

15.08 The In-School Staffing Committee shall meet at the request of either party at least five (5) times per school year and shall report in writing on its activities to the full school staff at the staff meeting next following any meeting of the In-School Staffing Committee.

15.09 a) Changes to teacher assignments which arise after the commencement of classes, shall not be made without first seeking input from the In-School Staffing Committee.

15.10 A board-wide staffing committee is to be established and maintained at the beginning of each school year. It may be comprised of up to 2 (two) Board representatives and 2 (two) OSSTF members (The Bargaining Unit President or designate, and a member of the Bargaining Unit Executive), to discuss various considerations relating to staffing information. The Committee will meet no less than twice per school year, at the request of either party with one meeting occurring during the month of May or June.

### **Distance Education**

15.11 The Board will provide, during regular work hours, the teacher of a Distance Education course with the appropriate training, including but not limited to, training and familiarization with the specific equipment utilized in the delivery of the course.

15.12 All Distance Education courses will be scheduled during the regular school day.

15.13 The enrolment in any Distance Education course shall be capped at 35 students.

15.14 The Distance Education teacher shall be required to report student standings and performance in accordance with mark reporting policies at the teacher's own school.

15.15 The Board shall not monitor a lesson or course instruction session without the knowledge of the teacher.

### **Credit Recovery**

15.16 Where a student is recommended for Credit Recovery, the subject teacher shall only be required to provide the following information:

- i) The student's final mark for the course;
- ii) A breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject teacher employs for recording marks; and
- iii) Reason for Credit Recovery recommendation.

The subject teacher shall only be required to identify units, concepts, and/or expectations not successfully achieved plus relevant learning skills information for a student accepted into the Credit Recovery program.

### **Specialist High Skills Major**

15.17 Before an application is made to the Ministry for approval of a Specialist High Skills Major Program, the Teacher involved, the Principal of the Teacher's school, and the Superintendent of Education and/or designate shall review the proposed program to assess whether the program will require instruction outside the school day. If the program will require instruction outside the school day, then the Teacher, Principal and Superintendent and/or designate will decide whether to proceed with the application and, if so, whether and how the Teacher's schedule will be adjusted as a result. Any agreement to adjust the Teacher's schedule will be subject to the approval of the Bargaining Unit President or designate.

## **Dual Credit**

15.18 A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

## **ARTICLE 16.0 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) 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) The posting is to be issued for a period of five (5) school days between April 1st and April 15th of the year in which these positions are up for renewal.

16.02 (c) All Learning Lead positions will be for a fixed term of three (3) years.

16.03 Upon request, unsuccessful or successful candidates for a Learning Lead position will be provided with a debriefing following the selection process.



16.04 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 Learning Lead.

16.05 Each Learning Lead shall receive an allowance as follows:

LEARNING LEAD'S ALLOWANCE	
Grid for August 31, 2019	4,588.00
Grid for September 1, 2019	4,634.00
Grid for September 1, 2020	4,680.00
Grid for September 1, 2021	4,727.00

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

16.07 Where a Learning Lead is temporarily absent for a period exceeding twenty (20) consecutive school days, the Board shall appoint a temporary replacement for the duration of the absence or for the balance of the Learning Leader's term whichever ends first. The temporary replacement will be paid in accordance with Article 16.05 prorated for the period of the temporary assignment.

16.08 Where a Learning Lead position becomes vacant prior to the expiry of the term, vacant Learning Lead positions will be reposted at the beginning of each semester until the position is filled.

### **ARTICLE 17.0 INSTRUCTIONAL TIME**

17.01 Each full time teacher will be assigned core professional responsibility for six teaching periods. In addition, all teachers will be assigned other professional duties composed of on-calls, student supervision, student

mentoring, and teacher mentoring up to a maximum of 36 half periods based on 75 minute periods. The amount of the other professional duties assigned to part-time teachers will be prorated based on the number of teaching periods.

17.02 In a semestered school, no teacher shall be assigned more than 3 teaching periods per semester except with the consent of the teacher and the Bargaining Unit President.

17.03 No teacher shall be assigned more than eight (8) different courses (other than Alternative Education courses, Credit Recovery courses or Technological Education courses) in a school year without the consent of the teacher and the Bargaining Unit.

17.04 Each teacher shall be assigned to a 40 consecutive minute lunch break, free from assigned duties, between the hours of 11:15 a.m. and 1:45 p.m.

17.05 No teacher shall be assigned, without the consent of the teacher and the Bargaining Unit President, to teach more than two consecutive periods without a lunch break.

17.06 A Teacher will not be assigned more than one (1) half period of other professional duties in a day or two (2) half periods of other professional duties in a week except as provided below:

1. Other professional duties may be blocked in consultation with the In-School Staffing Committee and with the consent of the teacher.
2. A teacher who has completed two (2) half periods of other professional duties in a week will not refuse a supervision or an on-call in an emergency situation. An emergency is defined as an unforeseen absence of a teacher where no Occasional Teacher is readily available.

17.07 Unassigned time shall be available to the teacher for preparation and marking.

- 17.08 Where practicable, the timetable for a Long Term Occasional Teacher shall be the same as the timetable for the Teacher who is being replaced.
- 17.09 The length of the school year shall be the minimum required under the Education Act.
- 17.10 The Principal or designate shall grant a minimum of one and one half (1.5) hours notice of cancellation of any pre- arranged assignment. Should cancellation of a pre- arranged assignment occur without the one and one half (1.5) hours notice, the Supply Teacher shall be paid for one-half (.5) day if told not to report to work, sent home, or assigned duties for any portion of the period the assignment is to begin. If the teacher is assigned duties beyond a single period, then the teacher shall be paid in accordance with Clause 17.13.
- 17.11 No Teacher shall be required to administer medication or perform any medical or physical procedure on any pupil 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. A Teacher shall respond to a medical emergency involving pupil(s) in a responsible manner
- 17.12 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).
- 17.13 Where practicable, the timetable for Supply Teachers shall be the same as the timetable for the Teacher who is being replaced including any assigned other professional duties.
- 17.14 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.

17.15 A Supply Teacher shall be paid according to the following schedule:

- i) one period, one third of an Supply Teachers regular day's salary;
- ii) two periods, two thirds of an Supply Teacher's regular salary; and
- iii) three periods, a full day's Supply Teacher's salary

17.16 A Part-time or Long Term Occasional Teacher who performs a Supply Teacher assignment shall be paid his or her regular salary plus the following Supply Teacher rate according to the following schedule:

- i) one period, one third of an Supply Teachers regular day's salary; and
- ii) two periods, two thirds of an Supply Teacher's regular day's salary;

No teacher shall be assigned to teach more than three periods in a day.

#### **ARTICLE 18.0 STAFF MEETINGS**

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

18.02 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.

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

## **ARTICLE 19.0 STAFF REDUCTION**

19.01 Should a reduction in the staff of a school become necessary, teachers shall be laid off in reverse order of their seniority provided that the remaining teachers are qualified to perform the remaining assignments.

Teachers being laid off at the end of the first semester will be notified no later than November 30. Teachers being laid off at the end the second semester will be notified no later than May 30.

The President of the Bargaining Unit shall be provided with all the relevant information prior to the issuing of the notice of redundancy to teachers being laid off.

### **19.02 Election:**

- a) A Teacher who is subject to lay-off shall elect in writing within the notice period whether to maintain his/her recall rights.
- b) In the event that the Teacher elects to waive his/her recall rights or fails to make an election, the Teacher's employment terminates and the Teacher shall be paid any severance pay to which he/she is entitled under 19.06 below.
- c) In the event that a Teacher elects to maintain recall rights, the Teacher shall be placed on the Recall List for thirty-six (36) months from the effective date of lay-off. In the event that a Teacher is not recalled or does not accept recall within the thirty-six (36) month period, the Teacher's employment shall terminate and the Teacher

shall be paid severance pay to which the Teacher is entitled in accordance with 19.06 below.

- d) A Teacher on the Recall List may at any time during the thirty-six (36) month period renounce recall rights at which time employment will terminate and the Teacher shall receive any severance pay to which the Teacher is entitled in accordance with 19.06 below.
- e) For the remainder of their time on the Recall List, a teacher shall continue to accrue seniority on his or her school's Seniority List.

### 19.03 **Recall:**

- a) Recall shall be in seniority order provided the Teacher is qualified to perform the teaching assignment.
- b) A Teacher on the Recall List must keep the Board informed at all times of the Teacher's current address and telephone number. The initial attempt to recall eligible laid off Teacher(s) shall be by telephone. If this is unsuccessful, a registered letter shall be sent to the last known address.
- c) A Teacher who has been placed on the Recall List from a full-time teaching assignment shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching assignment with the Board. However, if such Teacher does not accept the temporary or part-time teaching assignment, the Teacher shall not be considered for recall to any other teaching assignment similar to such assignment. Where the temporary teaching assignment is finished the Teacher shall return to the recall list.
- d) Any Teacher on the recall list shall have the option to maintain his/her benefit coverage at full premium cost to the Teacher payable to the Board in advance on a monthly basis.

- e) Any Teacher on the Recall List who is offered a part- time or full-time teaching assignment shall have a maximum of ten (10) working days from the date of notification by telephone or the posting of the registered letter, in which to report for the teaching assignment.
- f) A Teacher who fails to accept his/her recall or report for work as specified, except where permitted in (g) below, shall lose all recall rights.
- g) A Teacher who is unable to report for work and provides satisfactory medical or other evidence of injury or illness, or who provides another reason satisfactory to the Board, shall not lose recall rights because of failure to report in accordance with 19.03 (f) above. A Teacher shall not be required to accept recall to a school different from the one from which he/she was laid off.
- h) Prior to any external hiring, all teachers, available for recall and qualified for the position, shall be offered the position in accordance with the provisions of this Article.
- i) The Board shall provide a copy of the Recall List to the Bargaining Unit President annually and shall notify the Bargaining Unit President of any changes to the list as they occur.

19.04 **Deemed to Have Terminated Employment:** A Teacher shall be deemed to have terminated employment with the Board if the Teacher:

- a) Voluntarily resigns in writing, or
- b) Fails to report for the teaching assignment within ten (10) days from the mailing notice of recall unless a reason satisfactory to the Board is given, or

- c) Fails to report to work, after being recalled, within ten (10) days of notifying the Board of his/her return to work unless a reason satisfactory to the Board is given, or
- d) elects to waive or renounce his/her recall rights

19.05 **Letter of Reference:** Any Teacher who terminates employment with the Board after being declared surplus, shall receive from the Director of Education a letter stating that the employment of the Teacher was terminated because of a surplus of Teachers and for no other reason.

19.06 **Severance Pay:** A teacher entitled to severance pay under this article shall receive severance pay based upon their years of continuous employment with the Board in accordance with the following. Severance pay under this article is inclusive of any severance pay to which the teacher is entitled under *The Employment Standards Act*.

1 Year	-	8% of current salary
2 Years	-	12% of current salary
3 Years	-	15% of current salary
4 Years	-	18% of current salary
5 Years	-	20% of current salary

**ARTICLE 20.0 TERMINATION OF EMPLOYMENT**

20.01 A teacher shall notify the Board by November 15 of the Teacher's intention to resign effective the end of first semester. A teacher shall notify the Board by May 15 of the Teacher's intention to resign effective June 30 through August 31.



20.02 It is understood that a Teacher shall terminate employment at the end of first semester or June 30 through August 31 except with the consent of the Board. The Board's consent will not be unreasonably withheld where the Teacher is retiring to pension and has provided the Board with thirty (30) school days written notice.

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

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

20.04 When a Long Term Occasional Teacher has been employed in an assignment for thirty (30) or more school days. The amount of notice provided shall be 2 weeks when the Board receives at least two weeks' notice from the absent teacher of his/her date to return to work or, in all other circumstances, one week.

## **ARTICLE 21.0 VOLUNTARY TRANSFER**

21.01 Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Director in writing no later than March 31 in the school year immediately prior to the school year for which the transfer will be effective.

21.02 All such requests shall remain on file with the Director until the Bargaining Unit Member requests otherwise.

21.03 Requests for voluntary transfer to a job which has become available at a high school within the Board will be considered before the Board hires a new Teacher. The principal will, upon request, meet with the teacher whose request for transfer has been denied in order to provide reasons for the denial. The teacher shall have the right to OSSTF representation at such a meeting. In order to facilitate voluntary transfers a Member who is transferred to replace a member on leave will remain the responsibility of the originating school.

21.04 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.

## **ARTICLE 22.0 ACTING ADMINISTRATIVE POSITIONS**

22.01 Subject to the provisions set out below, a Teacher who accepts an assignment for a specific term to a temporary position of added responsibility to fulfill the duties of a Vice Principal or Principal temporarily absent from duty for a period of time not to exceed one (1) school year or who has left the Board's employ during the school year, shall continue to be a member of the Bargaining Unit, with all the rights, privileges and obligations thereof, including but not limited to:

- i) Payment and deduction of union dues;
- ii) Participation in the Teachers' benefits plans pursuant to the Collective Agreement;
- iii) Accrual of bargaining unit seniority in the usual course;
- iv) Full recognition and credit for teaching experience for the term the Teacher is in the acting position; and
- v) Access to the grievance procedure.

22.02 The terms and working conditions of the Acting Vice- Principal or Principal assignment shall be those of the Vice-Principal or Principal position as may be determined by the Board. It is agreed and understood, however, that Teachers put into this type of position will not be expected or required to write or present performance appraisals of other Teachers, although they may be required to provide requested factual information to the Board or Principal to assist in the preparation of a teacher appraisal. In addition, it is understood that an Acting Principal or Vice-Principal shall not discipline other OSSTF Members.

22.03 Where the teacher accepts any portion of an assignment to the position of Acting Vice-Principal or Principal for one or more days, 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, retroactive to the first day of the assignment.

22.04 A decision of the Board to terminate a Teacher's acting assignment to a Vice-Principal or Principal position shall not be considered disciplinary and shall not be the subject-matter of a grievance or arbitration.

22.05 Upon the termination of the acting assignment, the Teacher shall be returned to the Bargaining Unit position held prior to the acting assignment.

22.06 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.

22.07 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.

### **ARTICLE 23.0 POSTING VACANCIES**

23.01 The Board agrees to simultaneously post internal and external notices of vacancies in Bargaining Unit positions (including Long Term occasional positions known from the outset to be in excess of one month but not Program Leader positions) which occur during the school year or in the month of July. Postings made outside the school year will open and close within the month of July. Such posting shall be for a minimum of five (5) days (not including weekends and holidays) and the Bargaining Unit President shall be provided with access to a copy of such posting. An email notification shall also be sent to all teachers on the Recall List.

23.02 Posting of vacancies will be accessible on the Board's website.

23.03 The Board will consider permanent applicants within the school who are qualified for the position subject to efficient operation and staffing of the school prior to considering external applicants.

23.04 The Board shall provide to the Bargaining Unit President with access to a copy of the written notification of employment for each new hire (including Long Term Occasional Teachers).

23.05 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.

23.06 The Board shall consider any qualified Bargaining Unit Member who applies for a posted LTO position that does not conflict with the member's current assignment unless the Board decides that a change in assignment would be beneficial to the school.

23.07 Upon request, candidates for a posted vacancy will be provided a debriefing following the selection process.

23.08 The Board shall provide the Bargaining Unit President with the names of: all Bargaining unit member applicants to each job posting, and the successful candidate for the position.

#### **ARTICLE 24.0 TEACHER PERFORMANCE APPRAISAL**

24.01 Performance Appraisals of all teachers shall be conducted in accordance with the Education Act and its Regulations as amended from time to time; however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out in 24.04 below

24.02 The Board shall consult with the bargaining unit regarding any new policies or operating procedures relating to performance appraisals.

24.03 Learning Leads shall not conduct any aspect of performance appraisals, but this shall not preclude Learning Leads from participating in programs of assistance or other remediation.

24.04 The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time limits in Article 27 (Grievance/Arbitration Procedure).

24.05 When a teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall, with the permission of the teacher, notify the Bargaining Unit President.

- 24.06 The Board shall endeavour to complete all in-class observations for Teacher Performance Appraisals prior to June 1st of the school year.
- 24.07 Where a classroom observation for a Teacher Performance Appraisal is conducted in a class which is outside of the Teacher's area of subject qualifications then that fact shall be taken into account in the evaluation.
- 24.08 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.

### **ARTICLE 25.0 PERSONNEL FILES**

- 25.01 All Teachers shall have access to their personnel files maintained by the Principal and the Board. Teachers shall have the right to make copies of any material contained in these file at their expense in accordance with the rates in effect as of September 25, 2008.
- 25.02 Teachers shall receive copies of any materials placed in their personnel files.
- 25.03 A Teacher who believes that a document in his/her personnel file contains inaccuracies or errors may append to the document a notice setting out the Teacher's corrections. Where the Board agrees with the Teacher that a document is inaccurate, the error will be corrected and the inaccurate document removed from the file.
- 25.04 Letters of discipline shall be removed from a Teacher's personnel file following two years of active employment during which no further discipline was received by the Teacher.

## **ARTICLE 26.0 DEMOTION & DISMISSAL**

26.01 No teacher, other than an occasional teacher, shall be disciplined, demoted or discharged without just cause. Notwithstanding this provision, the parties agree that the discipline, demotion or dismissal of a probationary teacher shall be subject to a lesser standard of just cause.

The employment of an occasional teacher may be terminated for any reason provided that the Board acts in good faith.

26.02 The recommendation to the Board for the demotion, discipline, or dismissal of a teacher shall come from the Principal and the Director.

## **ARTICLE 27.0 GRIEVANCE / ARBITRATION PROCEDURE**

27.01 Definition:

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the Member, group of Members or OSSTF and the Board.
- b) A "party" shall be defined as:
  - i) OSSTF;
  - ii) the Board
- c) "Days" shall mean school days unless otherwise indicated.
- d) The "grievor" shall be defined as the party initiating the grievance.

27.02 Informal Stage:

A Member or Group of Members must attempt to resolve a grievance by informal discussion with the principal or immediate supervisor prior to initiating the formal grievance. The Member or Group of Members may be

accompanied by an OSSTF representative at the Member's or Group's request.

### 27.03 Formal Stage

#### Step 1

- a) Where OSSTF decides to proceed with a grievance, it shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and shall deliver the same to the Principal within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the Member ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- b) The Principal or designate, shall meet with the grievor(s) and the designate OSSTF representative(s) within ten (10) days from the receipt of the formal grievance letter. The Principal or designate shall forward the written decision to OSSTF within five (5) days of such meeting

#### Step 2

- a) Failing settlement at Step 1, OSSTF may submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the designated OSSTF representative(s) within ten (10) days from the receipt of the grievance. The grievor(s) may attend such meeting at the request of the OSSTF representative(s). The Director or designate shall forward a written decision to OSSTF within five (5) days of such meeting.



### Step 3

If no settlement is reached, OSSTF may submit the grievance to arbitration within twenty (20) days of receipt of the response as follows:

- a) Arbitration: When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- b) Decision of the Arbitrator: The decision of the arbitrator shall be final and binding upon the parties and upon any Member(s) affected by it.
- c) A grievance relating to the dismissal or discharge of a Member may be filed at Step 2.

27.04 Powers of the Arbitrator: An arbitrator has the powers of an arbitrator under the Labour Relations Act.

#### 27.05 Expenses of the Arbitration

Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator.

27.06 Policy Grievance: OSSTF and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to OSSTF or the Director of Education and must be filed within twenty (20) days of the occurrence of the circumstances giving rise

to the grievance or when OSSTF or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

27.07 Grievance Mediation:

- a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
  
- b) The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

27.08 Other:

- a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.
  
- b) If the grievor or OSSTF fails to act within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievance will be considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, OSSTF may submit his/her grievance to the next step of the procedure.
  
- c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

- d) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
- e) There shall be no reprisals of any kind taken against any Member because of the Member's participation in the grievance or arbitration procedure under this Agreement.

## **ARTICLE 28.0 PROFESSIONAL ACTIVITY DAYS**

- 28.01 The Board shall provide information to the Bargaining Unit President about the professional development activities provided by the Board.
- 28.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 28.03 A Long Term Occasional Teacher will be paid for a Professional Activity Day that falls within that assignment and will be required to participate in the scheduled professional activity sessions.
- 28.04 A Supply Teacher may attend on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Requests to attend shall be in writing to the Principal at least ten (10) teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.
- 28.05 Where the Board requires Supply Teachers to receive training -such as Health and Safety or Emergency Preparedness training- the Supply Teachers shall be paid for time spent in attendance at such training.
- 28.06 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.

## **ARTICLE 29.0 TRAVEL ALLOWANCE**

29.01 Eligible employees who are authorized to use their personal vehicles on Board business shall be reimbursed at the Board's current rate.

## **ARTICLE 30.0 LABOUR MANAGEMENT COMMITTEE**

30.01 There will be a Labour / Management Committee on which the Bargaining Unit shall be allowed one representative.

30.02 The purpose of this Committee shall be to foster better understanding and cooperation between the parties.

30.03 The Committee shall meet during the school year as determined by the committee but not more frequently than once a month. Meetings may be conducted electronically.

30.04 No member of the Committee will suffer a deduction from his/her regular salary as a result of attending a committee meeting.

## **ARTICLE 31.0 HEALTH AND SAFETY**

31.01 Health and Safety shall be governed by the applicable provisions of the Occupational Health and Safety Act.

31.02 Training required by the Occupational Health and Safety Act shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the Bargaining Unit shall participate in the Joint Health and Safety Committee.

## **ARTICLE 32.0 DICRIMINATION / HARASSMENT**

32.01 The parties agree to comply with their obligations under the Ontario Human Rights Code including those obligations with respect to the accommodation of employees with disabilities.

Accordingly, the parties agree that there shall be no discrimination against members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, same sex partnership status, family status, or disability as defined and provided for in the Code.

The parties further agree that there shall be no discrimination against members because of participation or non-participation in lawful union activities.

### **ARTICLE 33.0 CRIMINAL RECORDS CHECK**

33.01 The Board shall pay the cost of the first criminal record check required in respect of an incumbent teacher in 2003, provided the teacher participates in the process operated by the Ontario Education Services Corporation.

33.02 Access to and the use and disclosure of records and information (including offense declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Normal, daily access to such records and information shall be limited to Human Resources and those persons designated by the Director of Education. The Manager, Human Resources shall advise the bargaining unit President of the names of those so designated. Such personnel shall not be members of the bargaining unit.

### **ARTICLE 34.0 SICK LEAVE**

#### **PART A- Teachers**

34.01 By October 30th of each year, each Teacher on staff shall be provided with a statement of the number of unused Sick Leave Days accumulated to June 30th of the prior school year for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

- 34.02 Every period of absence is to be reported by all teaching personnel by notifying the person designated by the Board as soon as possible.
- 34.03 The Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner, for absences of five (5) consecutive school days or more due to sickness, physical and/or mental disability. The Board shall reimburse the teacher for the cost, if any, charged by the practitioner for the certificate.
- 34.04 Should a Teacher totally exhaust his/her sick leave credits and be unable to return to work, the Board shall grant the Teacher a leave of absence without pay for the remainder of the school year. The Board may grant further leaves of absence of up to one school year at a time upon a review of the Teacher's condition and prognosis. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
- 34.05 Prior to introducing an Attendance Management Policy applicable to employees in the Bargaining Unit, the Board will provide the Union with a reasonable opportunity to provide input into the policy.
- 34.06 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.
- 34.07 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.

#### **PART B - Occasional Teachers**

- 34.08 (a) At the end of the long term occasional teaching assignment any outstanding sick leave credits will be maintained where the Long Term Occasional Teacher secures a permanent teaching position in the same assignment with no break in service.
- (b) The Board may require a Long Term Occasional Teacher to submit a certificate from a qualified medical or dental practitioner, for absence of

five (5) consecutive days or more due to sickness, physical and/or mental disability.

**34.09 Retirement Gratuity:**

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:

- 34.10.01 Upon superannuating on a bona fide Ontario Teachers' Pension Plan pension from employment with the Superior-Greenstone District School Board, subsequent to five years continuous service with the Board, the teacher shall receive a retirement gratuity, providing one year's notice is given of the intent to retire. Where such notice is not given the Board may withhold payment until the following budget year.
- 34.10.02 When a teacher becomes entitled to receive a gratuity under this Article, the Board shall so inform that teacher in a letter of the form attached as Schedule A to this Agreement. The Board shall allow the teacher at least thirty days after receipt of such notice to provide written instructions as to the method of payment. If no instructions are received, the payment will be made either by cheque or directly to the teacher's account.
- 34.10.03 This retirement gratuity is:
- a) calculated at the rate of 6% of accumulated sick leave after the first five years;
  - b) increased by 2% per year thereafter to a maximum of 50%;

c) calculated on the past year's salary.

Calculation:

12 years	-	20%
20% of 180 days	-	36 days
Daily rate of pay	-	$\frac{70,660}{200} = \$353.$

Amount of Retirement Gratuity = 36 days X \$353.  
= \$12,718.  
(subject to usual deductions of income tax, etc.)

In the event of the death of a teacher while employed by the Board, any retirement gratuity payable will be paid to the teacher's estate or assigned beneficiary.

Any teacher accepting this gratuity forfeits all of his/her accumulated sick leave credits as per the following example:

Applicable provisions of Board Salary Agreement:

- sick leave accumulates 20 days per year to a maximum of 225 days
- retirement gratuity is 6%, of accumulated sick leave after five years service
- retirement gratuity increases by 2% of accumulated sick leave in the 6th and subsequent years until a maximum of 50% is reached.
- The gratuity is calculated on the past year's salary which would ordinarily be the September-June salary for the school year immediately preceding retirement, or the calendar year's salary if retirement occurred on December 31<sup>st</sup>

Example: A teacher has taught for the Board for 12 years, has a salary of \$70,660 in the last year of employment, and a sick leave accumulated total of 180 days.



### 34.11 **Group Life and Benefit Plans:**

#### PART A

a) The Board shall contribute 100% towards the premium costs for all benefits listed below with the exception of the LTD benefit. Employees shall pay the remaining premium costs through payroll deduction. Employees shall pay 100% of the premium costs for LTD. Benefit coverage shall be as provided in the Master Plan in effect at September 1, 2004 and as amended by this Collective Agreement.

1. Life insurance for the employee equal to \$320,000 convertible.
2. Dependent Life Insurance
  - a) Spouse - \$20,000
  - b) Each Child - \$ 10,000
3. Long Term Disability Insurance with a waiting period the later of 80 working days or expiration of sick leave.
4. Accidental Death and Dismemberment equal to \$275,000
5. Medical Insurance (drugs deductible), excess Doctors' fees, private hospital accommodation where available, vision care, etc.

- Vision Care Maximum: \$400.00/12 mth

- Laser Eye Surgery: Lifetime maximum \$500.00

- Hearing Aids coverage: \$2,000.00/5 Years

- Chiropractic fees in excess of Provincial Health Care Coverage

- Combined physio, massage therapy, and acupuncture subject to \$40.00 per treatment with a combined maximum of \$1,000.00 per calendar year.

Treatment must be authorized in writing by an attending physician legally licensed to practice medicine.

6. Dental Benefit Plan (Fee Schedule is to be kept up-to-date.)

Dental Basic	\$2,500.00 per calendar year
Dental 2 – Dentures	\$3,000.00 per calendar year
Dental 3 – Major Restorative	\$3,000.00 per calendar year
Dental 4 – Orthodontics	\$3,000.00 lifetime maximum

- b) The Board reserves the right to negotiate with an insurer of its own choice. No change in the Master Plan will take place without prior discussion with the local affiliate. The benefit plans are not part of this collective agreement. The Board's sole obligation shall be to make a contribution towards the premium costs of the benefits.

(1, 3 and 4 above are conditions of employment)

c) Retired Teachers

All teachers retiring after August 31, 1992 will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans. Payments are to be made in two installments on Sept 1 and March 1. The onus is upon the participant to ensure payment is received by the Board on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits. The Board will send notice of the required premium 30 days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired teacher and will not be extended beyond the month the teacher turns 65 years of age.

- d) Any changes to this benefit package cause by negotiation of this agreement will become effective the first day of the third month after date of signing this collective agreement. Current benefits will continue until agreement is signed (with the exception of strike action).
- e) In view of the Board's contribution to the above benefit plan, the employees' share of the E.I. rebate shall be retained by the board.

#### PART B – Occasional Teachers

- a) Benefit eligibility in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of two (2) or more consecutive months as substitute for the same teacher.
- b) If the assignment is know in advance to exceed two (2) consecutive months, benefit entitlement for Long Term Occasional Teachers will commence at the outset of the assignment.
- c) If the assignment is not known to exceed two (2) consecutive months at the outset of the assignment, benefit entitlement for Long Term Occasional Teachers will commence on the first day of the third (3) month or as soon as it becomes known that the assignment will exceed two (2) consecutive months.
- d) Long Term Occasional Teachers with benefit eligibility shall be entitled to participate in the Medical Insurance and Dental Benefit Plans as set out in Sub-clauses 5 and 6 of Article 34.14 (a) of the Secondary Teachers' Collective Agreement. The Board shall contribute one-hundred percent (100%) towards the premium cost of these benefits.

## **ARTICLE 35.0 LEAVES OF ABSENCE**

### **35.01 Leave of Absence Without Pay**

A leave of absence without salary and benefits or sick leave credits may be granted by the Board for up to two (2) years upon the recommendation of the Director of Education. The teacher will be provided a teaching position at the same school for which the Teacher is qualified upon the Teacher's return from the leave subject to the staff reduction provisions of this agreement. A teacher who has been granted a leave of absence for more than one school year may return to work as of September 1 of the 2nd school year if he/she provides written notice to the Board by April 30th of the first year of the leave.

#### **Special Compassionate**

- a) Special compassionate leave of up to five (5) days in any school year without loss of salary, benefits, experience or sick leave credits may be granted at the discretion of the Principal. Reasons for such leave may include, but are not limited to, severe illness in the immediate family, absence for the purpose of seeking medical attention for dependents or spouse, death of a close personal friend or arrival home of a newborn or adoptive child.
- b) Family medical leave must be granted in accordance with the Employment Standards Act as amended from time to time.

#### **Bereavement Leave**

For death in the immediate family the teacher is permitted to be absent without loss of salary, benefits, experience or sick leave credits for a period of up to but not exceeding five (5) school days. When used herein, immediate family includes father, mother, father-in-law, mother-in-law, spouse (spouse shall include common-law and same sex partners), son, daughter, stepchildren, sister, brother, grandparents, grandchildren, legal

guardian, sister-in-law, brother-in-law, son-in-law, daughter-in-law. The first such day is to be within two days of the day of death.

#### Bereavement Leave-Memorial Service

For attendance at a Memorial Service that could be held at a later date for a death in the family, as defined in Clause 35.03(a), the employee may elect to use all or part of the five (5) Bereavement Days from Clause 35.03(a) Bereavement Leave to attend the service without loss of salary, sick leave credits, benefits, seniority, or experience.

#### School Business

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member while on approved school business.

#### Medical Quarantine

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member for a period of quarantine, when declared by the Medical Officer of Health or designate.

#### Jury/Witness Duty

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member for Jury Duty, or when a subpoena is issued by court order to an employee who is not a party to a court charge.

#### Federation Business

Absence without loss of salary, sick leave credits, benefits, and experience shall be granted according to the following:

- a) At the request of the Bargaining Unit Executive, the Principal shall grant a Member a leave of absence to permit punctual attendance at OSSTF workshops and meetings. Leaves of absence granted under this section will not exceed in the

aggregate, twenty five (25) days during the school year per school.

- b) At the request of the Branch President, the Principal shall grant the Branch President a leave of absence to attend to federation/school business matters which occur during the regular school hours. Leave of absence granted under this section will not exceed in the aggregate, ten (10) days during the school year per school.
- c) At the request of the Bargaining Unit President, the Director shall grant the Bargaining Unit President a leave of absence for up to one school year. The Bargaining Unit shall inform the Board no later May 15th as to the FTE portion of the President's leave of absence to be taken in the following school year.
- d) OSSTF shall reimburse the Board for any replacement costs incurred by the Board in granting the leaves described in paragraphs (a) and (b).
- e) For the leaves described in paragraph (c) above, the OSSTF shall reimburse the Board for the cost of the salary, statutory and negotiated benefits of the teacher on the lowest grid step in the Bargaining Unit President's home school, equivalent to the FTE portion of the President's leave, during the period of the Bargaining Unit President's approved leave.
- f) Notwithstanding paragraph (e), the OSSTF's reimbursement to the Board shall not exceed Category 3 Year 2 grid step, prorated for the portion of the President's approved leave.

*\*Notwithstanding clause f), for the 2021-2022 school year, reimbursement shall be outline in the attached Letter of Understanding regarding Temporary Language.*

### Adverse Weather Conditions

- a) Under adverse weather conditions a teacher shall make an individual decision on the matter of whether it is safe to travel to work.
- b) Where a personal decision is made to remain at home the teacher shall report this decision to his/her Principal immediately and provide reason (s) thereof. In this case, the teacher shall be granted a leave of absence without pay or may use a Personal Leave Day if one is available
- c) Where a teacher is prevented from traveling from his/her principal residence to his/her school by a road closure the teacher shall suffer no loss of salary, benefits, experience or sick leave.

### Personal Leave Days

Each teacher shall be allowed up to three personal leave days each school year. The days are to be taken with the approval of the principal.

Each Long Term Occasional Teacher who is required to teach for a period of three (3) or more consecutive months as a substitute for the same teacher shall be allowed one (1) personal leave day per each three (3) month period of long term teaching assignment to a maximum of three (3) days per year. The day is to be taken with the approval of the Principal.

## **ARTICLE 36.0 WORKPLACE SAFETY INSURANCE BENEFITS (WSIB) TOP-UP BENEFITS**

- 36.01 Where a teacher is receiving WSIB benefits, that teacher is entitled to received WSIB top-up to 100% of their salary for a maximum of four (4) years and six (6) months without deduction from sick leave.
- 36.02 A teacher who was receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

## **ARTICLE 37.0 PREGNANCY LEAVE BENEFITS**

- 37.01 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.
- 37.02 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 37.03 Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in 37.01 above, with the length of the SEB benefit limited by the term of the assignment.
- 37.04 Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- 37.05 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.



- 37.06 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.
- 37.07 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.
- 37.08 Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STOLP through the normal adjudication process.
- 37.09 If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- 37.10 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- 37.11 Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- 37.12 A SEB plan to top up their E.1. 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.1. and their regular gross pay.
- 37.13 Notwithstanding the above, effective January 1<sup>st</sup>, 2017 the SEB Plan will be payable as follows:
1. The Board provides a weekly benefit for the one-week Employment Insurance waiting period at a weekly rate equal to 100% of the employee's normal weekly earnings.

2. The Board will then pay six (6) weeks of top-up from the member's EI rate to 100% of the employee's normal weekly earnings.
3. After the six (6) weeks of top-up, the Board will pay the equivalent of one (1) week of the employee's normal earnings split up over the following three (3) weeks in a manner that ensures that the member does not earn over 100% of their normal weekly earnings in any given week.
4. It is understood that the total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.
5. Should there be further changes to the Employment Insurance Act, the Parties agree to meet to discuss changes that ensures an approach to administering the pregnancy and parental SEBs that is cost neutral such that the Board pays out and the amount the employee receives for the SEB would be the same as they would have paid out or received prior to the EI changes in 2017.

### **ARTICLE 38.0 PREGNANCY AND PARENTAL LEAVE**

38.01 Pregnancy and Parental leaves shall be in accordance with the Employment Standards Act.

38.02 Upon application from a Member on pregnancy or parental leave, the Board may grant an extension to the leave of up to two (2) school years. The extended leave must terminate on the day immediately preceding the first day of school or the first school day of the second semester or such date as mutually agreed. The return date shall be clearly stated prior to the commencement of the leave.

38.03 The Teacher shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory portion of the leave the Teacher shall pay 100% of the premium costs and shall not accumulate sick leave credits or teaching experience.

38.04 Subject to the approval of Revenue Canada, the Board will pay the teacher who qualifies for parental leave as outlined in this article the equivalent of 100% of the Teacher's salary for the two (2) week waiting period. Weekly salary is calculated as follows: Annual Grid Salary plus Allowances divided by 194 days multiplied by five.

## **ARTICLE 39.0 TEACHER-FUNDED LEAVE**

### **39.01 Preamble**

The Superior-Greenstone District School Board and OSSTF assume no responsibility for any consequences arising out of this plan related to effects on teachers' pension plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by a Teacher as a result of participation in this plan.

### **39.02 Description**

39.02.01 This Teacher-funded leave plan is developed to afford Teachers the opportunity of taking a leave of absence through deferral of salary to finance the leave.

### **39.03 Application**

39.03.01 A Teacher must make written application to the Director of Education on or before January 31st requesting permission to participate in the plan commencing in September of the same Calendar Year.

- 39.03.02 Written acceptance, or refusal, of the Teacher's request, with explanations, will be forwarded to the Teacher by April 1st in the school year in which the request is made.
- 39.03.03 Approval of individual requests to participate in the plan shall rest solely with the Board.

#### 39.04 Pay deduction Formula and Leave of Absence

- 39.04.01 In each year of the plan preceding the year of leave a teacher will be paid a reduced per centum of his/her proper grid salary and applicable allowances.

The remaining per centum of annual salary will be deferred and this accumulated amount, shall be retained for the Teacher by the Board in a True Savings Account at the Board's Bank. Interest earned on the True Savings Account will be paid out annually prior to December 31st.

- a) OR, with the approval of the Board, a Teacher may elect some alternate method of funding his/her leave.
- b) Federation fees and pension plan deductions will be at the direction of the appropriate agency.

- 39.04.02 While a Teacher is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the plan.

- 39.04.02 A Teacher's fringe benefits will be maintained by the Board during his/her leave of absence, however, the premium costs of all fringe benefits shall be entirely paid by the Teacher during the year of absence at the Board's group rates.

- 39.04.03 A Teacher's fringe benefits will be maintained by the Board during his/her leave of absence, however, the premium costs of all fringe

benefits shall be entirely paid by the Teacher during the year of absence at the Board's group rates.

- 39.04.04 While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the plan, or according to the salary the Teacher would receive in that year if he/she was not enrolled in the plan, at the option of the Teacher.
- 39.04.05 Where fringe benefits are not a condition of employment, a participant may choose to opt out in the year of his/her leave.
- 39.04.06 A Teacher may apply to take his/her leave in other than the fifth year of this plan, if mutually agreed to by the Teacher and the Board.

#### 39.05 Terms Reference

- 39.05.01 On return from a leave a Teacher will be assigned to his same position or, if due to declining enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of this Agreement.
- 39.05.02 Sick leave credits will not be accumulated during the year spent on leave.
- 39.05.03 Teachers declared redundant will not be eligible for this plan.
  - a) A Teacher enrolled in this plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Clause 38.05.04 below.
- 39.05.04 Repayment shall be made as per Agreement between the Teacher and the Board.
- 39.05.05 Pension Plan deductions are to be continued as provided by the current ruling of the Teachers' Pension Plan Board.

- 39.05.06 A Teacher may withdraw from the plan at any time prior to March 1st of the calendar year in which his/her leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Clauses 39.05.03(a) and 39.05.04 above.
- 39.05.07 In the event that suitable replacement cannot be hired by June 1st in the calendar year in which the leave is to be taken by a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, the Teacher may choose to remain in the plan and/or receive payment upon withdrawal as provided. Under no circumstances shall the leave be taken beyond the sixth year of the commencement of the plan.
- a) Should Clause 39.05.07 result in a leave of absence being taken past the final year of the individual's plan, any monies accumulated by the terminal date of his/her plan will continue at the discretion of the Teacher.
- 39.05.08 Should a Teacher die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.
- 39.05.09 All Teachers wishing to participate in the plan shall be required to sign an agreement supplied by the Board before final approval for participation will be granted.
- 39.05.10 The year of leave shall not be recognized for salary calculation purposes.
- 39.05.11 Seniority shall accumulate during the year of leave.
- 39.05.12 The year of leave shall not be calculated in the determination of any retirement gratuity.

## **ARTICLE 40.0 CONTINUING EDUCATION**

- 40.01 This Article specifies the salary allowances and other mutually agreed items of "Continuing Education Teachers (Secondary)" as defined by The Education Act. No other provisions of the Collective Agreement shall apply to Continuing Education Teachers unless expressly indicated otherwise in this Article.
- 40.02 Continuing Education Teacher means a teacher employed by the Board to teach a secondary school credit course established in accordance with the Education Act for which membership in the College of Teachers is required by the Regulations in combination with non-credit courses.
- 40.03 A Continuing Education Teacher shall teach an average of 6 hours or more at a community learning site per day for one or more semesters. The number of hours worked per day beyond the average of 6 hours to make the program effective shall be subject to Board and Federation agreement. Part-time Continuing Education Teachers shall have their average hours of work per day pro-rated to match their assignment
- 40.04 All Continuing Education Teachers required to travel to a community learning site shall be entitled to mileage to and from the designated home high school site as outlined in Article 29.0 of the Collective Agreement.
- 40.05 A Continuing Education program registrant shall be defined by one student/credit. Where a Continuing Education Teacher's assignment pierces the threshold of 25 registrants, the Board and Federation agree to meet to determine whether additional Continuing Education Teacher hires shall be made.
- 40.06 The principle work of a Continuing Education Teacher shall be to assist and help facilitate the learning of those Continuing Education

student registrants enrolled in non- Continuing Education instructed e-learning courses provided by the Board; facilitate the learning of, and provide the assessment required, for those student registrants enrolled in a locally provided ILC (or Ministry of Education available non-e-learning on-line) type credit course offered through the Continuing Education program; and/or provide the required instruction and assessment for any locally developed "Design Your Own Future" type Continuing Education course.

40.07 The following clauses of the SGDSB OSSTF Teachers' Collective Agreement shall apply to the Continuing Education Teacher:

Article 1	Purpose
Article 2	Definitions
Article 3	Recognition
Article 12	Union dues\Levy & Method of Payment - Part B Occasional Teachers
Article 27	Grievance/Arbitration Procedures
Article 29	Travel Allowance
Article 31	Health & Safety
Article 32	Discrimination/Harassment
Article 34.11	Group Life and Benefit Plans - Part B – Section d) only
Article 35	Leaves of Absence - as outlined for Long Term Occasional Teachers



40.08 Effective September 1, 2019 Continuing Education Teachers shall be paid an hourly rate of 40.02 + 4% vacation pay.

Effective September 1, 2020 Continuing Education Teachers shall be paid an hourly rate of 40.42 + 4% vacation pay.

Effective September 1, 2021 Continuing Education Teachers shall be paid an hourly rate of 40.82 + 4% vacation pay.

40.09 All Continuing Education Teachers shall be allocated two (2) Sick Leave credits for each full month of employment to a maximum of twenty (20) Sick Leave credits per calendar school year upon hire. These credits shall be pro-rated for all Continuing Education Teachers hired after the school year had commenced.

40.10 All Continuing Education Teachers shall have a minimum of forty (40) minutes uninterrupted lunch.

40.11 All Continuing Education Teachers shall be permitted a fifteen (15) minute paid rest period both in the first half and the second half of the normal work day.

40.12 For all Continuing Education Teachers, the Board recognizes the following as paid Statutory Holidays:

New Years Eve

New Years Day

Family Day

Good Friday

Easter Monday

Victoria Day

Dominion Day and Civic Holiday – if applicable

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

- 40.13 Continuing Education Teachers shall qualify and be paid for the above holidays in accordance with the Employment Standards Act
- 40.14 Continuing Education Teachers shall have the option of participating in any Board planned Professional Activity day.
- 40.15 Student registrant enrolment in the Continuing Education program shall not negatively affect the student Full-Time Equivalent and/or Average Daily Enrolment of any high school within the system as a result of any secondary or Ministry program aimed at promoting the success of a high school enrolled student.

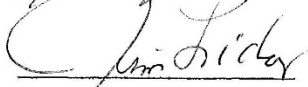
#### **ARTICLE 41.0 DURATION AND RENEWAL**

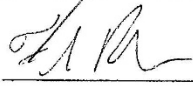
- 41.01 This Agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 41.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 41.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement, in accordance with the Ontario Labour Relations Act.
- 41.03 Except for error, inadvertence, or omissions, this Agreement shall form the basis for computing all salaries and other terms defined herein. Amendments (deletions or additions) to clauses defined herein shall be made only by mutual consent of the parties concerned in this agreement and shall be subject to ratification by the parties.

Dated at Thunder Bay, Ontario, this 28th day of April, 2021

Signature Lines

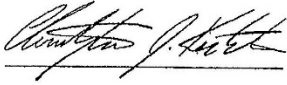


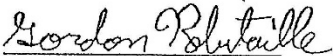










  
For the Union

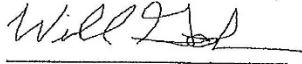
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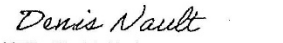
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For the Employer

## **APPENDIX A – PREGNANCY & PARENTAL LEAVE**

For further details please consult the Employment Standards Act and the Employment Insurance Act

## **APPENDIX B – FAMILY MEDICAL LEAVE**

For further detail please consult the Employment Standards Act and the Employment Insurance Act.

**SCHEDULE 'A'**

**SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD**

**Letterhead**

Dear:

Under the terms of the Collective Agreement between the Superior-Greenstone District School Board and the Ontario Secondary School Teachers' Federation, you are entitled to a Retirement Gratuity in the amount of \$\_\_\_\_\_.

Unless we receive written instructions from you regarding the method of payment within thirty days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax: \$\_\_\_\_\_;

Other: \$\_\_\_\_\_;

Ontario Secondary School Teachers' Federation advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

(Authorized Signature)

Letter of Understanding

Between

Superior-Greenstone District School Board  
(herein referred to as the “Employer”)

And

Ontario Secondary School Teachers Federation (OSSTF)  
(herein referred to as the “Union”)

**RE: Guidance Teacher and Special Education Teacher Assignment Flexibility**

The parties agree to the following:

For the 2021-2022 school year, each school shall have non-classroom assigned Guidance and Special Education teachers assigned to it according to the following:

If the average of the ADE students in the school on October **31** and March 31 (or the Ministry count dates) of the preceding school year is more than 50:

- 1.0 Guidance Teachers
- 1.0 Special Education Teachers.

Each school with a minimum of 50 Average Daily Enrollment (ADE) students shall be granted its 1.0 Guidance Teacher and its 1.0 Special Education teacher from a base minimum staffing allocation of 10.5 FTE teachers. All additional staffing allocation shall be subject to the Board’s discretion.

In order to facilitate efficient use of school resources, the principal may assign teaching assignments of in-class instruction from the 1.0 positions if student ADE is below 85 as set out below:

- a. Guidance Teachers may be assigned to instruct one (1) period of instruction from the Guidance Teachers qualification or otherwise upon mutual.
- ~~b.~~ Special Education Teachers may be assigned to instruct one (1) period of instruction from the Special Education Teachers qualification or otherwise upon mutual consent.

The Guidance Teacher and the Special Education Teachers shall not be assigned periods of instruction within the same semester.

This Letter of Understanding shall take effect on April 28<sup>th</sup>, 2021 and shall expire upon August 31, 2022 unless extended by mutual consent or in the event that the Grants for Student Needs funding formula (Specialized Supported School Funding formula) is prohibitively reduced.

**Letter of Understanding  
Between**

**Superior-Greenstone District School Board  
(herein referred to as the “Employer”)**

**And**

**Ontario Secondary School Teachers Federation (OSSTF)**

**(herein referred to as the “Union”)**

**RE: Temporary Language**

The parties agree to the following temporary language, for the 2021-2022 school year:

New Temporary Language

**35.07**

f) Notwithstanding paragraph (e), the OSSTF’s reimbursement to the Board shall not exceed Category 2 Year 2 grid step, prorated for the portion of the President’s approved leave.

**15.02**

For Guidance and Special Education staffing language, refer to the attached Letter of Understanding regarding Guidance Teacher and Special Education Teacher Assignment Flexibility.



## Letter of Understanding

-between-

The Superior-Greenstone District School Board

-and-

The Ontario Teachers' Secondary School Teachers' Federation,

District 6B

### **Extra-Curricular**

The Board recognizes and appreciates the efforts of its teachers in providing extra-curricular activities for students. The Board believes that extra-curricular activities and any associated administrative duties should remain voluntary and has no intention to treat them otherwise.

## Letter of Understanding

-between-

The Superior-Greenstone District School Board

-and-

The Ontario Teachers' Secondary School Teachers' Federation,

District 6B

### **E-Learning**

Any teacher assigned to teach an E-Learning credit course shall be subject to the workload provisions as set out in the Collective Agreement.

All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking E-Learning credit courses shall be the responsibility of the teacher who is assigned to the E-Learning credit course.

All E-Learning credit courses shall be scheduled during the regular school day and the delivering teacher's location shall be in his/her home school.

All teachers teaching an E-Learning course or courses shall be assigned a workstation/work area in the teacher's home school with the necessary resources for teaching the online E-Learning course and shall receive the training necessary in the operation of the technology that is required to deliver the program.

The Board shall provide the appropriate support personnel to maintain and repair the computer hardware, software and networks required to deliver the E-Learning courses.

## Letter of Understanding

-between-

The Superior-Greenstone District School Board

-and-

The Ontario Teachers' Secondary School Teachers' Federation,

District6B

### **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.