

Collective Agreement

Between



The Ontario Secondary School Teachers Federation

(hereinafter called “OSSTF” or “Union”)

representing

The Secondary Teachers of District 4 of the OSSTF

Employed by the Board

(hereinafter called the “Bargaining Unit”)

And



The Near North District School Board

(hereinafter called “Employer” or “Board”)

September 1, 2019 to August 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ 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 (please do not include diagnosis): _____
---------------------------------------	--

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

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

APPENDIX B – ABILITIES FORM

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

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

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2
BETWEEN**

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #3
BETWEEN**

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

**LETTER OF AGREEMENT #6
BETWEEN**

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

**LETTER OF AGREEMENT #11
BETWEEN**

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or

profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

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

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

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

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

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information

that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

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

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

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

- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

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

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

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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:”

[insert current Retirement Gratuity language from local collective agreement]

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PART B LOCAL TERMS PERMANENT TEACHERS

ARTICLE #L1	PURPOSE
L1.01	The purpose of this agreement is to establish the terms and conditions of employment of all members of the Bargaining Unit employed by the Board, including salaries, employee benefits, working conditions and other matters, and to establish an expeditious procedure for the resolution of grievances, which may arise.
L1.02	Except for errors, inadvertence or omission, this Collective Agreement shall form the basis for computing all salaries and other conditions.
ARTICLE #L2	MANAGEMENT RIGHTS
L2.01	The Board retains those management rights not limited by this Collective Agreement.
ARTICLE #L3	DELEGATION OF RESPONSIBILITY
L3.01	The parties understand and agree that where reference is made in this Collective Agreement to persons holding positions of responsibility, such reference shall in every case be deemed to include "or his/her designate".
L3.02	All correspondence and communications between the parties arising out of this Collective Agreement shall pass to and from the Superintendent of Support Services or Designate and to and from the President of the Bargaining Unit.
ARTICLE #L4	RECOGNITION
L4.01	The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate and to participate in the administration of this Agreement on behalf of its members employed to teach by the Board.
L4.02	The OSSTF authorizes and the Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the OSSTF.
L4.03	The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
L4.04	The Bargaining Unit recognizes the right of the Board to be represented by any duly appointed advisor, counsel, solicitor, or representatives to assist, advise, or represent the Board in all matters pertaining to the negotiations and administration of this Collective Agreement
L4.05	The Bargaining Unit recognizes the obligation of the Board to operate its schools in a manner consistent with the Education Act and the Regulations made thereunder.
L4.06	The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board's Safe School Policy.

- L4.07** The Board agrees that the District 4 Branch Affiliates may hold meetings at the work site outside of the school day provided that the appropriate facilities are available or as part of regularly scheduled staff meetings at schools where that has been past practice. Branch Affiliate meetings during the school day must be approved by the Principal or designate. Such approval will not be unreasonably denied.
- L4.08** The Board recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment specifically based on any reasonable OSSTF business.

ARTICLE #L5	DURATION AND AMENDMENT OF THE COLLECTIVE AGREEMENT
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- L5.01** Notwithstanding the period of notice stipulated in the Central Terms, either party may notify the other within the period of 150 days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications of this collective agreement.
- L5.02** If either party gives notice of its desire to negotiate amendments in accordance with 5.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario [Labour Relations Act](#).
- L5.03** No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- L5.04** There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the [Labour Relations Act](#).

ARTICLE #L6	CATEGORY SYSTEM AND CERTIFICATION
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- L6.01** Each teacher's category classification on the salary grid shall be determined by the application of the most recent OSSTF or Qualifications Evaluation Council of Ontario (QECO) Certification Chart.
- L6.02** New teachers employed by the Board shall submit an OSSTF or QECO Certification Rating Statement to the Manager of Human Resources. Until the statement is received, teachers shall be placed on the salary grid at Category 1. Retroactive pay shall be to the first day of employment and in no case will it be prior to the beginning of the current school year.
- L6.03** Changes in Category for all other teachers shall be made only after receipt of a Certification Rating Statement issued by the OSSTF Certification Department or the Qualifications Evaluation Council of Ontario. It is the responsibility of the teacher to present the Certification Rating Statement to the Manager of Human Resources in accordance with the timelines outlined in this article. Retroactive pay shall be limited to the current school year.
- L6.04** Any changes in category shall be made effective as follows:

- L6.04.01** Where courses have been completed prior to the first day of the current school year, a salary change due to a change in category will be made effective as of the first day of the current school year, subject to Article 6.03, provided that the Manager of Human Resources has received the Category Rating Statement by June 30 of the same school year.
- L6.04.02** Where courses are completed during the school year, a salary change due to a change in category will be made effective as of the date the required course(s) were completed, subject to Article 6.03, provided that the Manager of Human Resources has received the Category Rating Statement by June 30 of the same school year.
- L6.04.03** The course completion date shall be as provided by the institution offering the course.
- L6.05** If delays in the receipt of the Certification Rating Statement occur which are beyond the control of the teacher and if the teacher provides an OSSTF Certification Department or Qualifications Evaluation Council of Ontario acknowledgement to the Manager of Human Resources prior to June 30, then retro- activity as stated in Article 6.04 will be applied subject to Article 6.03 and 6.06.
- L6.06** Changes in salary, including any appropriate retroactive payment, will be made within three months by the Manager of Finance upon receipt of the Certification Rating Statement to verify the change in category.

ARTICLE #L7	CATEGORY SYSTEM AND EXPERIENCE
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|-----------------|---|
| L7.01.01 | Teaching experience, for the purpose of placement on the salary grid, shall be all full- time, part-time or long-term occasional teaching experience gained in elementary and/or secondary schools. |
| L7.01.02 | All teaching experience shall be validated with documentation provided by the teacher to the Manager of Human Resources within 60 school days of the first day worked. Such information shall form part of the materials in Article 7.06.01. |
| L7.01.03 | The teacher shall be paid at Step 0 of the appropriate category as determined by Article 6 until such time as they provide the required documentation. Upon receipt of the required documentation the Board shall make the necessary adjustment to the date of employment. The maximum period of retroactivity shall be one year. |
| L7.02 | Teaching experience for less than a full-time assignment and/or less than a full school year, including long-term occasional teaching experience, shall be recognized as follows: |
| L7.02.01 | .5 assignment or more, or half school year or more: one full year credit. |
| L7.02.02 | less than 0.5 assignments shall accumulate until reaching 0.5, then a full year credit shall be granted. |

L7.02.03 the teaching experience provision for less than a full year, as stated in this article, shall only be applied to a teacher's salary beginning as of September 1, 1998, and shall not be paid for previous years when another method may have been used. Credit for teaching experience previously granted by a predecessor board will continue to be recognized as calculated by that board.

L7.03 Statutory pregnancy/parental leave shall count as teaching experience.

L7.04 No teacher employed by the Near North Board of Education on June 30, 1998, shall suffer a reduction in grid placement as a result of wording in this article which may conflict with the grid placement received under the Collective Agreement of their predecessor board.

L7.05 Related Experience

L7.05.01 Upon presentation of supporting documentation and effective on the date the experience is approved by the Superintendent of Support Services or Designate, each year of related experience will be recognized for one year of grid placement on the basis of the following:

- a) technical teachers - years of work experience in the trade being taught,
- b) business teachers - years of work experience in the subject area being taught,
- c) other experience - years of teaching at a university or community college.

L7.05.02 The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.

L7.05.03 Documentary or documented evidence must be submitted with all applications for related experience allowances. Teachers must apply for related experience, as defined in this article, by submitting an application to the Superintendent of Support Services or Designate. The previous related experience granted to a teacher may be reviewed by the Board each year.

L7.06 New Teachers

L7.06.01 The Board shall provide, prior to September 1 for new hires commencing on the first day of any school year, and prior to the first day of work for new hires commencing after September 1, a package of materials to be determined by the Board in consultation with OSSTF.

L7.06.02 The Board shall provide to the President of the Bargaining Unit a copy of all job postings and a copy of the letter of appointment for each new hire. The letter of appointment shall include the posting number.

ARTICLE #L8	SALARY
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L8.01 All years of teaching experience shall be recognized for the purpose of category placement. Teachers shall be paid according to the following salary grids. Each pay will be calculated using the grid in effect on the pay date.

Effective September 1, 2019

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	49,309	51,324	56,627	59,215
1	51,795	54,035	59,822	62,672
2	54,282	56,749	63,018	66,130
3	56,768	59,460	66,211	69,586
4	59,257	62,172	69,406	73,040
5	61,742	64,883	72,599	76,497
6	64,229	67,593	75,793	79,956
7	66,718	70,306	78,990	83,411
8	69,201	73,018	82,185	86,865
9	71,689	75,729	85,379	90,325
10	74,175	78,441	88,572	93,780
11	79,608	84,273	95,295	100,975

Effective September 1, 2020

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	49,802	51,837	57,193	59,807
1	52,313	54,575	60,420	63,299
2	54,825	57,316	63,648	66,791
3	57,336	60,055	66,873	70,282
4	59,850	62,794	70,100	73,770
5	62,359	65,532	73,325	77,262
6	64,871	68,269	76,551	80,756
7	67,385	71,009	79,780	84,245
8	69,893	73,748	83,007	87,734
9	72,406	76,486	86,233	91,228
10	74,917	79,225	89,458	94,718
11	80,404	85,116	96,248	101,985

Effective September 1, 2021

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	50,300	52,355	57,765	60,405
1	52,836	55,121	61,024	63,932
2	55,373	57,889	64,284	67,459
3	57,909	60,656	67,542	70,985

4	60,449	63,422	70,801	74,508
5	62,983	66,187	74,058	78,035
6	65,520	68,952	77,317	81,564
7	68,059	71,719	80,578	85,087
8	70,592	74,485	83,837	88,611
9	73,130	77,251	87,095	92,140
10	75,666	80,017	90,353	95,665
11	81,208	85,967	97,210	103,005

L8.02 No Teacher shall be newly employed at a salary higher than that being paid to any member of incumbent staff having the same or equal qualifications, experience, and responsibility.

L8.03 A full allowance (see table) shall be paid for either but not both, a Ph.D. or a Masters Degree from a recognized University, except where one or more courses of such a Degree have been used in the determination of the teacher's category. This allowance shall be in addition to the maximum salary under the terms of this Agreement. The full allowance will be distributed in the remaining pays effective the date that the Human Resources Department receives a copy of the degree.

\$1137.26	effective September 1, 2019
\$1148.63	effective September 1, 2020
\$1160.12	effective September 1, 2021

L8.04 Coordinators and the Section 23 Administration/Liaison Position shall be paid Category A4-4 maximum plus an allowance of:

\$7,486.02	effective September 1, 2019
\$7,560.88	effective September 1, 2020
\$7,636.48	effective September 1, 2021

L8.05.01 Errors in pay creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the Teacher may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall a teacher have monies deducted by the Board in conjunction with this article without first advising the teacher.

L8.05.02 Errors in pay creating an underpayment or non-payment (where no remuneration has been received for required work which has been performed) shall be recoverable back to the beginning of the school year in which the error was discovered and shall be recovered on the next pay.

ARTICLE #L9	METHOD OF PAY
L9.01	The payment shall be deposited electronically at the financial institution of the employee's choice and payment information shall be maintained in the employee portal which can be printed by the employee.
L9.01.01	Effective January 1, 2010: Teachers shall be paid their annual salary entitlement in twenty-six (26) (or twenty-seven (27) as the case may be) equal bi-weekly installments.
L9.02	Employee benefits shall be deducted from each pay. Statutory deductions shall be deducted in accordance with Revenue Canada requirements.
L9.03	Where a payday falls on a Saturday, Sunday or holiday, salaries shall be paid on the business day immediately preceding.
L9.04.01	Information regarding credit for teaching experience, category classification, salary and allowances are available on the Human Resources Portal.
L9.04.02	Benefit plan contributions and deductions are provided on the pay statement with each pay which is available electronically on the employee portal.
L9.05.01	Teachers who leave the Board's employ shall be paid any salary owing up to the last school day worked.
L9.05.02	Where a teacher works only part of the school year, the teacher shall be paid a salary in proportion that the number of school days which the employee works bears to the total number of school days in the school year.

ARTICLE #L10	FEDERATION LEAVE AND FEES
L10.01	On each pay date on which an employee is paid the Board shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by 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.
L10.02	The OSSTF dues deducted in 10.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.
L10.03	Dues specified by the Bargaining Unit in 10.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 4 TBU no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days

worked, salary for the period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.

L10.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

L10.05.01 At the request of the Union, the Board shall grant full-time/part-time release time to the equivalent of one (1) full-time position. The person(s) named shall be forwarded to the Director of Education and the Manager of Human Resources by June 30. The person(s) shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave, as if working at their normal assignment. The Union will reimburse the Board at a rate of minimum category 2 plus employee and employer share portion of statutory benefits.

L10.05.02 In addition to the person(s) released in Article 10.05.01, the Board may grant further release time from teaching duties for additional members of the Union. The Board shall not unreasonably deny requests from the Union for additional release time. The Union shall reimburse the Board for its actual costs of the teacher released.

L10.05.03 A teacher returning from a Union leave has the right to be reassigned to the same school and same position as prior to going on leave, subject to the lay-off procedures in Article 14.

L10.06 The Board shall grant a leave of absence to a teacher who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the full cost of the teacher's total salary and other benefits. The teacher shall continue to accumulate seniority during the period of leave.

ARTICLE #L11	EMPLOYEE BENEFITS
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- L11.01** a) There shall be a Long Term Disability Plan selected by and fully paid for by the teachers. The Board agrees to cooperate with the enrolment, the deduction and remittance of premiums, the provision of available necessary data to the insurer and the continuation of assisting teachers in the administration of claims as has been established through past practice. The Union is responsible for selecting the carrier and for the resolution of any disputes between the teacher and the carrier regarding the eligibility of the claim.
- b) As a condition of employment, all teachers newly employed by the Board shall be enrolled in the prevailing employee benefit plan including LTD.
- c) The Board agrees to deduct at source any required premium payments incurred by the teachers.
- d) The amount of the employee's share of the refundable Employment Insurance Rebate shall be refunded and in turn

submitted to the Bargaining Unit by February 28th for the preceding taxation year.

ARTICLE #L12 POSTING OF VACANCIES

L12.01 Definition of Vacancy

It is the Board's responsibility to determine the location of a teaching vacancy.

L12.01.01 A teacher is at liberty to apply for any available secondary school position within the Board at any time, if suitably qualified.

L12.02 Any permanent vacancy resulting from transfer, death, resignation, secondment, leaves, creation of a new position, or any other reason, shall be posted internally and emailed to all secondary teachers on the Board email.

L12.02.01 Internal posting shall be in all educational workplaces within the jurisdiction of the Board.

L12.02.02 Internal applicants shall mean members of the Bargaining Unit including teachers on the recall list.

L12.02.03 All vacancies shall be posted at least five (5) school days before the vacancy is to be filled. Concurrently a copy shall be sent to the President of the Bargaining Unit and to each teacher, at the teacher's last known address, who is entitled to recall under this collective agreement.

L12.03 All postings shall include the title of that position, requisite experience if any, qualifications and effective date.

L12.04 The Board will endeavour to post the Co-ordinator/Liaison positions at least every 5 years. Nothing in this article will prevent the Board from posting the positions sooner than 5 years.

ARTICLE #L13 WORKING CONDITIONS

Individual Teacher Workload and Class Size

Based on the projected ADE, the FTE classroom teaching staff assigned shall be the number of FTE required to provide for an average class size of all secondary school classes, in the aggregate, of 23 to 1 in accordance with the [Education Act](#) and Regulations.

L13.01.01 a) The following shall be the class size maximums and shall not be exceeded:

Effective September 1, 2009

Category	Grade 9	Grade 10	Grade 11	Grade 12
Enriched	30	30		
Academic	28	28		
Applied	25	25		
Remedial/Applied	18	18		
Open	25	25	26	26
Physical Education	30	30	30	30

Music (including multigrade/multilevel)	33	33	33	33
Essential and Practical	18	18		
Essential and Practical Technical	16	16	16	16
Technical	20	22	23	23
University			32	32
University/College			32	32
College			27	27
Workplace			20	20
Multi-grade Performance	28	28	28	28
Multi-Level Performance	28	28	28	28

The following represents the special education classes in place. In the Behaviour program, TIL program, and SIP program one class may move to a maximum indicated in the brackets if the makeup of the class is one that is not considered severe. This decision would be made in consultation with the special education department at the board and the special education team at the school.

Effective September 1, 2009

Special Education			
Program Location	Class size maximum		
	Class 1	Class 2	Class 3
TIL (WSS)	12	12	8 (10)
SIP (CSS)	8	6 (8)	
PLMP (AHSS)	12		
Behaviour (WFSS)	8 (10)		
PSHS	12		
TIP (FJM)	10		

In those schools using an MSIP timetable format the class maximum for the MSIP class will be 25 at all grade levels. If the MSIP class setting is a tech class, the maximum shall be 20.

* Class sizes not specified here will referred to SAC

** Technical classes are defined as shop classes conducted in areas where safety is a concern.

They do not include Communications Technology or Computerized Drafting. They do include Food Preparation and Family Studies' Foods' courses.

*** Multi-Grade and Multi-Level Performance classes are defined as classes in Visual Arts, Dance, Drama, and Physical Education.

**** Literacy Skills: Reading and Writing, Grade 11 and Ontario Secondary School Literacy

Course, Grade 12 shall be deemed to be workplace level courses for the purposes of establishing class sizes

Computers/Information Technology class sizes shall not exceed the number of workstations in any given classroom.

The classes designated as enriched for this purpose would be limited to: ST-21 classes at WFSS, Enriched English at PSHS, Enriched English, Mathematics and Science at AHSS, Enriched English and Mathematics at WSS and Contest Classes in Mathematics and Electronics Mathematics at CSS.

The SAC shall review annually and make recommendations regarding the allocation of staff generated from the Student Success Initiatives funding with a view to supporting student success through the review of maximum class sizes at the Applied, Open, Workplace, Essential and College levels.

- L13.01.01 b) As part of the staffing cycle, consideration for health and safety, limitations of available equipment and physical space may necessitate the lowering of class size maximums in certain areas. Such situations shall be referred to the Staff Allocation Committee for a decision.
- L13.01.01 c) Co-operative Education classes shall have a maximum of 20 students per period. A full-time Co-operative education teacher shall have a maximum of 60 students per day. A full-time Co-operative education teacher shall deliver a maximum of 120 credits.

The minimum assignment for a teacher in Co-operative Education shall be 2 periods per semester. A teacher assigned 2 periods of Co-operative Education during a semester shall be assigned this time as consecutive periods in either the morning or afternoon of a regularly scheduled day.

- L13.01.01 d) With the exception of the multi-grade or multi-level classes defined in Article 13.01.01 the class size of a multi-grade and or multi-level class shall be 1 less than the lowest class size allowed for the constituent classes as defined in 13.01.01 provided that each of the constituent levels and grades has at least 6 students. If there are not 6 students in each of the levels or

grades, the class size maximum is the average of the two class size maximums.

L13.01.01 e) The Staff Allocation Committee as defined in Article 14.01.01 shall be responsible for using consensus to decide the class size for any course which appears not to fit within the parameters of Article 13.01.01 a). Where possible, this process should take place in the spring before the course(s) are scheduled.

L13.01.02 A bi-level or multi-grade class shall be composed of no more than two (2) distinct groups unless the teacher of the class and the Bargaining Unit agrees otherwise in writing.

L13.01.03 The Board shall endeavor to limit the number of students identified Exceptional, excluding gifted students, integrated into a credit classroom to five (5) at any given time. If the number of identified ISA students exceeds five, the Board shall provide an educational assistant for the class.

L13.02 The Principal shall endeavor to ensure that the following guidelines related to the number of lesson preparations are not exceeded. For the purpose of article 13.02, one "preparation" shall mean all the work involved in preparing to teach and evaluate students in a course for which a full credit is offered.

L13.02.01 Other than at F.J. McElligott, the number of lesson preparations shall be not more than three (3) different preparations per semester and not more than a total of six (6) different preparations in one school year. The same course taught in two semesters shall be counted as two preparations.

L13.02.02 At F.J. McElligott, the number of lesson preparations shall be not more than four (4) different preparations per semester and not more than a total of eight (8) different preparations in one school year. The same course taught in two semesters shall be counted as two preparations.

L13.03 Principals shall endeavor to provide staff timetables not later than the last day of school in the previous school year for the following September, and not later than December 31 for the following semester.

L13.03.01 By October 31st of a new school year the Board shall ensure that each school complies with Articles 13.01.03.

L13.03.02 Within 20 school days of the start of the second semester of a school year, the Board shall ensure that each of its secondary schools is in compliance with Articles 13.01.03.

- L13.04** By November 1st, and again by April 1st, the Board shall provide the Bargaining Unit with its data on workload and class size for each teacher, including number and category of teaching periods per day, number of student/teacher contacts, number of lesson preparations, and number of students in each class. Bargaining Unit requests for this information on any other dates shall not be unreasonably denied.
- L13.05** Should any or all schools covered by this Agreement institute any timetabling agreement other than the semestered system now in effect, the teaching conditions and workload of the teachers in the school(s) shall be in principle comparable to those of the teachers under the present system
- L13.05.01** The maximum length of the school year shall be the minimum number of school days as prescribed by the applicable [Education Act](#) .
- L13.05.02** A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with time to travel between the locations. When traveling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40-minute lunch period.
- L13.05.03** Each teacher shall be entitled each day to an uninterrupted period of not less than forty (40) minutes for lunch free from assigned duties. Lunch shall begin no earlier than 10:45 am and end no later than 1:15 pm. (This does not prevent teachers from engaging, on a voluntary basis, in extra- curricular activities.)
- L13.06** **Positions of Added Responsibility “(PAR)”**
- L13.06.01** Regardless of the PAR model in any school, in the event that there is a vacancy in a position of added responsibility, no teacher will be assigned any duty normally carried out by the teacher who has vacated the position.
- L13.06.02** All PAR positions shall be posted, and interviews held internally within the school when a vacancy occurs.
- L13.06.03** Each year, school staffs, in consultation with the Principal, may review the number and kind of PARs based on school needs. The total cost shall not exceed what has been assigned to the school, and the combined cost of all PARs in the Board shall not exceed the revenues generated in the Department Head line of the Provincial Funding Formula.
- L13.07** **Assigned Time and Preparation Time**
- L13.07.01 i)** Each full time teacher shall be assigned a maximum of 6.00 periods. Each full-time teacher may also be assigned up to the following maxima Alternative Professional Assignments comprised of either on- call/supervisions or student

mentoring based on seventy-five (75) minute periods or equivalent as outlined in Article 13.01.01.

L13.07.01 ii) No teacher shall be assigned more than 3.00 periods in one semester.

L13.07.01 iii) Section 23, Co-operative Education, and Guidance teachers will be assigned up to the following maxima Alternative Professional Assignments comprised of student mentoring:

i) 2014-2017: (47 half periods)

L13.07.01 iv) Alternative Education will be assigned up to the following maxima Alternative Professional Assignments comprised of student mentoring, supervisions and on-calls within the Alternative Program:

i) 2014-2017: (47 half periods)

L13.07.01 v) All other teachers may be assigned up to the following Alternative Professional Assignments comprised of on-calls/supervisions, student mentoring or teacher mentoring

i) 2014-2017: (47 half periods) of which up to 20 may be on-calls

For the purposes of this collective agreement, an on-call is deemed to be one teacher replacing one other absent teacher in a classroom setting for a maximum of one-half period at a time. In no case will any teacher be required to complete more than 2 on-calls in a week. At the mutual consent of the teacher and the in-school administration, teachers may elect to complete a full period on-call. In such cases, the teacher will be credited with 2 completed on-calls. In no case will any teacher be required to complete a full period supervision.

L13.07.02 All unassigned time shall be available to the teacher for preparation and marking.

L13.07.03 Principals will make every effort to assign on an equal basis the working conditions described above.

L13.07.04 No teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel time between periods and/or breaks.

L13.07.05 During a legal strike undertaken by members of another bargaining unit against the Board, no teacher shall be required to perform duties beyond the scope of his/her regular duties.

L13.07.06 Guidance and Co-operative Education Teachers who agree with a request from the Board to work beyond the designated school year shall receive compensating days off equal to the number of days or part days worked to be scheduled by mutual consent during the course of the school year exclusive of examination and professional development days.

- L13.07.07** The parties recognize that teacher participation in extra-curricular activities and School/Board committees is voluntary.

ARTICLE #L14 TEACHER RETENTION PLAN
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L14.01 Definitions

- L14.01.01** Secondary System Staffing Committee: is comprised of one Superintendent, Manager of Human Resources, and the Union President and one Vice-President or designate.
- L14.01.02** In-School Staffing Committee: is comprised of the Principal, Vice-Principal, the bargaining unit branch president or designate and a second representative of the branch executive.
- L14.01.03** Redundant Teacher: Teachers with lower seniority than the staff complement specified for the system in accordance with this Collective Agreement and relevant legislation, are declared redundant to the system. Teachers declared redundant to the system are placed on the recall list in order of seniority.
- L14.01.04** Surplus Teacher: A teacher is surplus from his/her present school due to various school related factors as determined in Article 14.05. These teachers are placed on the Surplus List.
- L14.01.05** Recall List: A list, established on August 31, of redundant teachers, in order of seniority, who may remain on this list for a period of four (4) years for recall purposes.
- L14.01.06** Severance Allowance: An allowance based on seniority with the Board and the teacher's salary at the time of accepting the allowance. Acceptance of a severance allowance by a teacher means the Board has no further obligation to the teacher.

L14.02 Release of Teachers

- L14.02.01** Members of the Bargaining Unit shall be released only through
- a) Natural Attrition - (Retirement, Resignation)
 - b) Just Cause
 - c) The procedures outlined in this Article.

L14.03 Seniority

- L14.03.01** In this article "seniority" shall mean:

- i) the total number of continuous years under contract, as a secondary teacher, with the Board of Education plus all seniority as recognized by its predecessor boards on December 31, 1997.
- ii) Any leave granted by the Board shall count when calculating a teacher's seniority.
- iii) All part-time teaching as defined in Article 20 shall be equivalent to full-time teaching when calculating a teacher's seniority.
- iv) Notwithstanding the above, for the purposes of seniority, any Superintendent, Principal, or Vice-Principal who returns to the bargaining unit shall come in with zero years of seniority.

L14.03.02 If it becomes necessary to "break ties" because two or more teachers have identical service credits according to Article 14.03.01 then, the teachers shall be considered to have the greatest seniority according to:

- a) the greatest number of years as an active teaching member of OSSTF, followed by,
- b) the greatest number of years as a teacher with the Board of Education or its predecessor boards, followed by,
- c) the greatest number of years, including all teaching related experience, with the Near North District School Board or its predecessor boards, to a maximum of one (1) year seniority in any one school year, followed by,
- d) the greatest number of years service as a teacher in the secondary schools in the Province of Ontario, followed by,
- e) the greatest number of years service as a teacher in the secondary schools in the Province of Ontario, plus teaching experience in elementary schools in the Province of Ontario but only from the year of qualification to teach in specialized subject areas, in a secondary schools, followed by,
- f) teaching as in 14.03.02 e) plus recognized teaching experience outside Ontario, followed by,
- g) the greatest number of years, including any paid experience, with the Board or its predecessor boards.

L14.03.03 When a tie still exists, the Manager of Human Resources and a representative of the Bargaining Unit shall determine the order of the names of the teachers to be placed on the seniority list. Such determination is to be made by placing in a container the names of all teachers who are tied. The Manager of Human Resources will draw the names. The first name drawn is to be most senior, and so on, until the names of all persons tied have been drawn.

L14.03.04 A seniority list shall be prepared annually by the Manager of Human Resources and emailed by October 31st. Teachers have until November 30 to report, in writing, possible errors to the Bargaining Unit President and the Manager of Human Resources. A revised list shall be sent to the Bargaining Unit President by December 15 and emailed to all teachers. Further changes to the list as a result of new teachers being hired or additional revisions will be updated on a regular basis thereafter, and used for the purpose of formation of surplus or layoff lists in accordance with other subsections of this article.

L14.03.05 Teachers with more than ten (10) years seniority shall have their names listed in alphabetical order at the top of the list indicating that they all have seniority greater than the first teacher in the non-alphabetical part of the list. Teachers who have ten (10) years of seniority or less shall be placed on the list in order of decreasing seniority. A copy of the most recent version of the list shall be emailed to all secondary teachers.

L14.04 Secondary System Staffing Committee

- i) The Secondary System Staffing Committee shall monitor the staffing requirements of the secondary system in accordance with the [Education Act](#) and the Regulations thereunder, to allocate the system's staffing referenced in this collective agreement to each secondary school and to monitor the workload provisions of the Collective Agreement.
- ii) The Secondary System Staffing Committee shall communicate the staffing information to all In- School Staffing Committees as defined in this collective agreement and shall meet with one or all of them, if necessary, to review each school's share of the system's secondary staff. The Committee shall review the distribution of staff to schools on a regular basis to be determined by the Committee.

L14.04.02 Either party may call for a meeting of the Secondary System Staffing Committee at any time.

L14.04.03 In-School Staffing Committee

The In School Staffing Committee shall meet each semester and as required, hold additional meetings, to discuss such issues as indicated below. Scheduling of meetings will be mutually agreed to.

- i) Staff allocation for the following semester
- ii) On-calls and supervision
- iii) Student programming
- iv) Workload provisions

L14.04.04 Redundancy

On April 15, the Board shall declare the number of redundant teachers, if any, and shall notify the Bargaining Unit President of this number in writing.

L14.04.05 To determine if a redundant situation exists for the following year, the Board shall determine the total teaching staff required for the following year in accordance with projected enrollments and the requirements of this Collective Agreement and relevant legislation. If this figure is less than the number presently on staff, with adjustments for those returning or leaving, then a redundant situation exists.

L14.04.06 If on April 15, there are no teachers to be declared redundant, the surplus article will apply.

L14.04.07 All teachers declared redundant shall be notified in person, at the end of the school day, by the Principal or designate and in writing by May 1, with copies of this notification provided to the Bargaining Unit President and the principal(s) involved.

L14.04.08 i) A redundant teacher may be so designated because a redundant situation exists. These redundant teachers so designated by seniority as outlined in Article 14.03, shall be placed on the Recall List.

ii) Any teacher who has been granted a leave of absence for the following year and has been declared redundant in the year immediately preceding that leave, shall have that leave granted when he/she has been recalled if the teacher still wants to take the leave.

iii) After surplus teachers are placed; redundant teachers are recalled in seniority order provided they have the qualifications required for the vacant position.

In the event that the most senior teacher on the recall list does not have the qualifications necessary to fill a staff complement vacancy, the next most senior teacher on the list with appropriate qualifications may be recalled.

Any teacher(s) passed over in this manner will be given first consideration for the next and any subsequent staff complement vacancy postings.

In the event that none of the teachers on the recall list have the qualifications necessary for the posting, the Board may advertise and hire externally.

Members on the recall list will be given first consideration for any Long Term Occasional positions, and will automatically be placed on the list for Short Term Occasional work.

To the extent that such enrollment is allowable by the plan, redundant members shall be entitled to continue to be enrolled in benefits plans in which the members were enrolled immediately prior to being declared

redundant, with the teacher paying the full cost of premiums for up to a maximum 4 years after being declared redundant.

L14.04.10 If a teacher cannot be accommodated because there are insufficient available positions by August 31 and that teacher has not accepted an alternate teaching position, then, the redundant teachers shall be accommodated by one of the alternatives listed below,

i) Recall List for up to four (4) years

ii) Severance Allowance

L14.04.11 On August 31, an unaccommodated redundant teacher may choose to:

a) accept a severance allowance based on seniority with the Board and on the teacher's salary at the time of accepting the allowance, as follows:

Years of Service	Severance % of Salary
less than one year	5% of actual money earned
1	5%
2	10%
3	15%
4	20%
5	25%
6	30%
7	35%
8	40%
9 and over	45% maximum

OR

b) To be placed on the recall list in order of seniority for a period of four (4) years without prejudice to acceptance of severance pay at a later date. When a teacher is recalled, employment shall be under the same type of contract as the one held when declared redundant and retain all rights held when declared redundant.

L14.04.12 Acceptance of the severance allowance means the Board has no further obligation to the teacher.

L14.04.13 If a teacher on the recall list has not been recalled by the end of four (4) years, then, severance allowance shall be given in accordance with the provisions of Article 14.05.05.

L14.04.14 Any teacher declared redundant and released from employment, in accordance with Article 14 shall be given a letter from the Manager of Human Resources stating the reasons for the teachers release and stating that there was no question of incompetence.

L14.04.15 No teacher from the Board's elementary panel shall be considered for a position at the secondary level until all redundant teachers at the secondary level have been placed in a position.

L14.05 Surplus Teachers

L14.05.01 For the purposes of the following article, there shall be 3 regions:

North	East	West
F.J. McElligott	Almaguin	Parry Sound
Northern		
Chippewa		
Laurentian Learning		
West Ferris		
Widdifield		

L14.05.02 Definition:

A surplus teacher shall mean a teacher on contract for whom no position will be available within the school in which the teacher is presently teaching.

If no teacher presently on the staff of the school (other than those already on the surplus list) is currently qualified or will be qualified by September 1st for a position that would, if not filled, entail the curtailment or elimination of a program in that school, then the teacher is not declared surplus and instead, the next teacher with the lowest seniority on the list is so declared. It is possible that more than one teacher will have to be passed over in this manner to arrive at the final surplus list for that school.

- i) Surplus teachers so designated shall be placed on the Surplus List.
- ii) On the date that the number of teachers on the Surplus List is determined, it will be the same as the number of vacancies available in the schools.

By May 15th, vacancies in schools will be open for application for 3 business days and a copy of each posting will be emailed to all secondary teachers. The position shall be awarded to teachers as follows:

- a. Round 1 - for the consideration of permanent teachers. The most senior qualified teacher who applies for the position shall be granted the position.
- b. Round 2 - for the consideration of permanent teachers and surplus teachers. The most senior qualified teacher who applies for the position shall be granted the position.
 - i. Each teacher on the Surplus List is guaranteed an interview for each position for which they apply.
 - ii. The Principal shall offer the position to one of the applicants who is suitably qualified.

L14.05.03 By May 31st, the Superintendent of Support Services shall place any unaccommodated surplus teacher in a school, using an administrative transfer if required. Teachers on the Surplus List shall be placed in the same region as indicated above, if possible. If a teacher on the Surplus List accepts an offer or is placed in a position in another Region, then Article 14.10.01 and 14.10.02 shall apply.

L14.06 If a redundant or surplus teacher accepts a position in another secondary school in the system, and if:

- i) a position becomes available in the former school before September 1 and subsequent to the transfer, then, the transferee has right of first refusal.
- ii) a position becomes available in the former school on September 1 or thereafter in the first school year following the initial transfer then the transferee has the right to request to be returned to their former school at the beginning of the semester subsequent to the date upon which the position becomes available.
- iii) another position occurs within the secondary system, then, the transferred teacher shall be able to apply for and accept another position before September 1 of the year in which the transfer occurred.

L14.07 Teacher Requested Transfers and Exchanges

L14.07.01 A mutually agreeable transfer may be arranged for any reasons or at any date acceptable to the Board and the teacher concerned, provided that the principals involved are agreeable. The Board shall facilitate this process during the month of March by providing forms for this purpose.

L14.07.02 The Board shall ask and teachers shall submit requests for year-end transfers before March 31. These transfer requests may be conditional (specifying the municipality and/or the school desired) or may be

unconditional. Conditional transfers must meet with the stipulated conditions indicated by the teacher or the transfer can be declined.

L14.07.03 The teachers shall be informed of the proposed transfer as soon as possible, and no later than May 15.

L14.07.04 Any teacher declared surplus or AFT will not be considered for a transfer or exchange until that teacher has been recalled or removed from the AFT list.

L14.08 Administrative Transfers and Voluntary Relocation

L14.08.01 Administrative transfers may be carried out at any time during the school year. If it becomes necessary to transfer a teacher, the Board will endeavor to place the transferee in a position which is mutually satisfactory to both parties. The following steps shall apply:

- a) Teachers involved in these transfers shall be informed five (5) school days in advance of the transfer.
- b) Should a vacancy occur in the school from which the teacher was transferred, the teacher may request to be returned to that school.

L14.08.02 Articles 14.10.01 and 14.10.02 shall apply to any teacher who is administratively transferred.

L14.08.03 The Board may offer to teachers a "Voluntary Relocation" to a position at another school. The Voluntary Relocation must be made by mutual consent of the teacher, the principal of the originating school, the principal of the receiving school, the Bargaining Unit and the appropriate supervisory officer(s) and may occur any time during a school year. The allowances referenced in Article 14.10 shall not apply.

L14.09 Retraining Leave

L14.09.01 The Staff Allocation Committee shall determine the suitability of retraining each unaccommodated teacher at the earliest possible date on the basis of the projected needs of the Board, the courses requested by the teacher and the availability of funding for retraining purposes.

L14.09.02 When summer courses are available to aid in the re-qualification of an unaccommodated teacher(s) for a position or a projected position, then the tuition for these courses may be paid by the Board if suitable funding is available.

L14.09.03 i) Upon recommendation of the Staff Allocation Committee an unaccommodated teacher who still remains surplus after August 31 and chooses to be placed on the recall list shall be granted retraining leave for one year without pay to re-qualify for a possible position in the District. The

tuition for the courses and any portion of the teacher's salary shall be paid by the Board if suitable funding is available.

- ii) If, during the year of retraining, a suitable teaching position with the Board becomes available, the teacher shall be allowed to assume the position subject to Article 14.05.07 (ii) and the repayment by the teacher of tuition fees paid for by the Board.

L14.09.04 A teacher who receives a retraining leave for one year will be credited with a year's experience for seniority purposes.

L14.09.05 Placement of the teacher upon return from retraining leave shall be governed by the provisions of Article 14.

L14.10 Allowances

L14.10.01 i) The teacher shall receive a mileage allowance for two years as described below:

North Bay to Mattawa - \$75/month
North Bay to Sturgeon Falls - \$50/month
North Bay to Almaguin - \$75/month
North Bay to Parry Sound - \$150/month
Almaguin to Parry Sound - \$75/month

These amounts are for either direction of travel, and a teacher traveling from A to C via B shall receive the sum of the amounts from A to B plus B to C.

If the teacher lives in the same municipality as the new school to which he/she is administratively transferred, then no allowance is paid. If a decision to relocate occurs any time during the first year, 100% of the relocation allowance as described in Article 14.10.02 shall be paid. If a decision to relocate occurs any time during the second year of teaching, 100% of the relocation allowance less any money paid for travel in the second year shall be paid. At no time shall the teacher receive less than 50% of the actual costs of relocation as eligible under Article 14.10.02 up to a maximum of \$2641.00.

- ii) The teacher shall receive the allowance only if she/he is actually "out of pocket" (i.e. when carpooling as a passenger or if the transfer results in no increase in distance traveled, the allowance will not be paid).

L14.10.02 The Board shall pay, per teacher or per family,

- i) actual moving costs to a limit of \$1,321.00

and

- ii) actual related expenses (i.e. real estate fee, legal fee, and appraisal fee related to selling a home and legal, survey,

registration and land transfer fees and the cost of arranging a mortgage when purchasing a home) to a limit of \$3960.00.

L14.11 Important Dates (for reference)

DATE	EVENT	ARTICLE REFERENCE
by Oct 31	Seniority list emailed to teachers	L14.03.04
by Nov 1	Staffing/Workload reports provided to the Bargaining Unit President	L13.04
by Nov 30	Possible seniority list errors reported	L14.03.04
by Dec 15	Revised seniority list emailed to teachers and Bargaining Unit President	L14.03.04
by Mar 1	Deferred Salary Leave Plan requests submitted	L18.01.02
by Mar 1	Notification to extend an Unpaid Leave must be Provided	L18.03.02
by Mar 1 (of preceding year)	Requests for Second Semester Leave with Benefits Paid submitted	L18.04.02
15 days later	Board provides response to Requests for Second Semester Leave with Benefits Paid	L18.04.03
by Mar 31	Requests for Transfer must be submitted	L14.07.02
by Apr 1	Staffing/Workload reports provided to the Bargaining Unit President	L13.04
by Apr 15	Board declares number of teachers deemed redundant or surplus to the Bargaining Unit President	L13.04.04
by May 1	Notification of teachers declared redundant in person and in writing. Bargaining Unit President also notified	L14.04.07
by May 15	Vacancies in schools open to applications: Round 1: Permanent teachers only, qualified and most senior Round 2: Permanent and Surplus teachers, qualified and most senior	L14.05.02
by May 15	Deferred Salary Leave Plan acceptance, denial, or suggested modifications provided	L18.01.03
by May 31	Unassigned surplus teachers assigned to schools in their region where possible	L14.05.03

ARTICLE #L15 TEACHER PERFORMANCE APPRAISAL

L15.01 The Board recognizes that Teacher Performance Appraisal shall be conducted in accordance with the [Education Act](#) and relevant legislation and in accordance with the Board's Policies and Procedures. The Board shall consult with the Bargaining Unit prior to

making changes to the Board's Policies and Procedures with respect to Teacher Performance Appraisal.

ARTICLE #L16 PERSONAL FILES

- L16.01** The personnel file respecting a teacher shall be maintained in the Human Resources Department of the Board and shall be available and open to the teacher and/or a person authorized in writing to act on the teacher's behalf for inspection in the presence of a Board Human Resources Staff member at any reasonable time during the regular working hours of the department.
- L16.02** The teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher.
- L16.03.01** If the teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in Article #15, the Board shall, within twenty school days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm, amend or remove the information.
- L16.03.02** Where the Board amends or removes information as outlined in Article 16.03.01, the Board shall notify the teacher within 7 days of such changes and, at the request of the teacher notify all persons who received a report based on the prior information.
- L16.04** A teacher may place comments on any materials kept on file pertaining to the teacher.
- L16.05** Documents contained in an employee's personnel or school file of a disciplinary or negative nature shall be removed from the file and returned to the employee no later than 4 years after the date of issue. A teacher may request a review after 3 years and upon further review by the Superintendent of Support Services or Designate, the letter/or document may be removed. No reference to the documents shall remain in the file.

ARTICLE #L17 SICK LEAVE PLAN
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(Sick leave provisions are also provided in Section C9.0 of Part A – Central Terms)

- L17.01.01** A sick leave credit system is hereby established for every teacher eligible under Article 17.02. The administration of the system shall be vested in the Superintendent of Support Services or Designate.
- L17.01.02** The Superintendent of Support Services shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction there from.
- L17.01.03** The Superintendent of Support Services shall keep a record of the sick leave credits and the deductions there from.
- L17.02** All teachers shall be covered under this Sick Leave Plan.

- L17.03** Details of accumulated sick leave credits are available by logging into the Board's Human Resources Portal.
- L17.04** No transfer into the sick leave credit plan shall be made if the teacher receives from the previous Board a service gratuity or other allowance paid in respect of accumulated sick leave.
- L17.05** For absence for illness by a teacher for five (5) days or more in any given school year, the Board may require that a medical certificate be supplied. The Board may further require that this medical certificate be from a qualified medical or dental practitioner of the Board's choice. The cost of such a certificate, supplied by a medical, or dental, practitioner of the Board's choice, shall be paid by the Board.
- L17.05.01** Deductions shall be made from a teacher's sick leave credit for the number of days of absence because of illness. No salary payment or further accumulation of sick leave credits shall be made after the expiration of sick leave credits. Ninety days after the expiration of sick leave credits, no further contribution shall be made by the Board toward the cost of employee benefits.
- L17.05.02** Absence due to pregnancy/parental leave is excluded from this plan.
- L17.06** **Short Term Leave**
- Any leave of absence requested by a Teacher for any of the following reasons shall be granted by the Principal and shall be with pay, and without loss of sick leave:
- L17.06.01** where a teacher is writing examinations and:
- i) the examination is written in conjunction with improvement of qualifications or professional standing, and
 - ii) the examination is written during the school day, or
 - iii) the examination is written outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the examination location.
- L17.06.02** where a teacher is attending his/her own graduation exercises or the graduation (grade 8, secondary or post-secondary) of his/her spouse, son, daughter or parent
- and;
- i) the exercises occur during the instructional day, or
 - ii) the exercises occur outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the graduation location.

L17.06.03 for absence occasioned by the birth or adoption of a son/daughter, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one day;

L17.06.04 where a Teacher is attending the funeral of a member of the family:

- i) in the case of immediate family as defined below, a leave of absence without deduction of salary or sick leave credit up to a maximum of five (5) days.
- ii) in the case of a member outside the immediate family as defined below or a friend, one (1) day.

Definition - IMMEDIATE FAMILY - Parents, parents-in-law, spouse, children, brothers, sisters, grandparents, grandchildren. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave, subject to approval of the Manager of Human Resources. Spouse shall have the meaning as defined in the [Education Act](#) Section 1.0.1.

L17.06.05 A teacher shall be allowed leave of absence from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that he/she receives as a juror or witness.

L17.06.06 A leave will be granted without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Every reasonable effort has been made to take care of the situation by other means.

L17.07 Each teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the Medical Authorities.

L17.08 Any leave of absence without pay of 3 days or less requested by a teacher and not covered elsewhere in Article 17 may be granted by the Principal. Leaves of more than 3 days may be recommended by the Principal and may be granted by the Manager of Human Resources or Designate and shall be without pay.

L17.09 Under the [Workplace Safety and Insurance Act](#), this Board provides protection for its teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative leave sick plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the teacher shall receive only the compensation award.

L17.10 Retirement Gratuities

L17.10.01 General:

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:

The gratuity will be paid March 1 for teachers who retire during or at the end of the first semester if the Board is notified of such retirement prior to May 1 of the preceding school year. Where a teacher retires during or at the end of the first semester and has not given notice prior to May 1, the retirement gratuity shall be paid by the following October 1.

The gratuity will be paid October 1 for any teacher retiring during the second semester or no later than August 31 if the Board is notified of such retirement prior to May 1.

Where a teacher retires during the second semester or no later than August 31 and has not given notice by May 1 the gratuity will be paid by September 1 of the following calendar year. A teacher may request the payment of their gratuity no later than two (2) years after their retirement date.

L17.10.02 Eligibility and Method of Calculation:

- i) To qualify for a gratuity, a teacher must have a minimum of twelve (12) years of service with the Board and be eligible for a pension and be at least fifty (50) years of age. This does not apply to teachers under the age of fifty (50) who may be eligible for a disability pension in accordance with the provisions of the [Teachers' Pension Act](#).
- ii) The number of years of service, as used in the formula below, shall be those with the Near North District School Board and its predecessor Boards. Years of service are the years of continuous service from the date of last appointment.
- iii) The number of days of accumulated sick leave, as used in the formula below, shall be restricted to those actually earned while in the employ of the Near North District School Board and its predecessor Boards since the date of last appointment. At the time of calculation of the gratuity this information will be determined from the records.
- iv) The formula to calculate the amount of the gratuity is as follows:

$$G = \frac{Y}{20} \times \frac{N}{200} \times \frac{S}{2}$$

Where:

G = value of the gratuity

Y = number of years of continuous service with this Board (maximum of 20)

N = number of days of cumulative sick leave (maximum 200)

S = annual salary

- v) Maximum gratuity shall be one-half of the annual salary rate at the time of retirement.

L17.10.03 Working Status Change and Gratuity Calculation

Teachers who change their working status from part-time to full-time, or full-time to part-time (this does not apply to teachers on a second semester leave as described in Article 18.04) or are on an unpaid leave of absence, within their last five years of employment with the Near North District School Board, shall have their gratuity prorated.

Example: A teacher working full-time in 1999-2000, 2000-2001 and 2001-2002 then assumes a two-thirds part-time teaching load in each of 2002-2003 and goes on an unpaid leave in 2003/2004. The time equivalent for this teacher is calculated as:

$$[(3 \times 1) + (1 \times 2/3) + (1 \times 0)]/5 = .734$$

The gratuity for that teacher is thus 73.4% of the gratuity determined from the formula in Article 17.10.02 (iv) of the Collective Agreement.

ARTICLE #L18 LEAVES

L18.01 Deferred Salary Leave Plan (DSLP)

The DSLP shall afford teachers the opportunity to take a one semester or one-year leave of absence, financed through the deferral of salary.

- L18.01.01** Any teacher who has at least two (2) years of service is eligible to participate in the DSLP.
- L18.01.02** A teacher shall make written application to the Board on or before March 1 of the school year prior to that in which the deferral leave plan is to commence, requesting approval for participation in the DSLP, and specifying the desired salary deferral.
- L18.01.03** Written acceptance, denial, or suggested modifications of the request, with explanation, shall be forwarded to the teacher on or before May 15 of the school year in which the request is made.
- L18.01.04** The DSLP shall be from two (2) to seven (7) years length including the semester or year of the leave. The leave shall be taken in the last semester or year of the plan.
- L18.01.05 Payment Formula and Retention of Deferred Salary**
 - a) In each year of the DSLP preceding the semester or year of leave, a teacher shall be paid a reduced percentage of salary.
 - b) The remaining percentage of annual salary (maximum 33 1/3 % of salary) shall be placed in an individual trust account in an investment plan mutually agreeable to the teacher and the Board.

- c) The interest earned annually shall be kept separate from the deferred salary and reported in the year earned in accordance with the requirements of Revenue Canada. The teacher shall receive twice- yearly statements showing the total deferred salary plus accumulated interest.
- d) The deferred salary shall be paid to the teacher in the year of leave, in the same manner as his/her salary would be or in a manner mutually agreeable to the teacher and the Board. Interest accrued prior to the leave shall be paid in a lump sum.
- e) Interest accrued during the year of leave shall be paid to the teacher in the year it is earned.

L18.01.06 Subject to Article 18.01.08, the teacher shall be entitled to the same, allowances, vacation, teaching experience credit and seniority as when not enrolled in the plan. The teacher may pay their benefits premiums for the period of the leave to maintain benefits coverage to the extent that such payments are allowable under the terms of the plan.

L18.01.07 During the period of leave, seniority will continue to accrue. Long-term disability coverage shall be based on the salary the teacher would have received had there not been a leave. Allowances shall not be paid and sick leave shall not be credited to the teacher's account during the year of leave.

L18.01.08 Withdrawal

- a) A teacher may withdraw from the DSLP anytime up to March 1 of the school year prior to that in which the leave is to be taken subject to the approval of the Superintendent of Support Services or Designate and in consultation with the local President of OSSTF. It is understood that withdrawals will be approved only when extenuating circumstances arise (i.e. serious illness, bankruptcy etc...).
- b) Upon withdrawal from the DSLP, the teacher shall be paid the total amount of salary deferred plus interest accrued at the date of withdrawal in a lump sum within 30 days of withdrawal or in a manner mutually satisfactory to the teacher and the Board.

L18.01.09 On return from the leave, the teacher shall return to the same, or a comparable position, held prior to the leave.

L18.01.10 Should a member die while participating in the DSLP, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate.

- L18.01.11** The Deferred Salary Leave Plan shall be subject to the Regulations under the [Income Tax Act](#).

L18.02 Leave of Absence Without Pay

- L18.02.01** A leave of absence without pay for an extended period of time may be granted by the Board.
- L18.02.02** If a teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified by March 1st.
- L18.02.03** While a teacher is on a leave of absence, no sick leave time shall accumulate, but when the teacher returns to the Board from the leave, the teacher shall be credited with the same number of accumulated sick leave days as were previously banked before going on the leave.
- L18.02.04** Upon return from the leave of absence, the Teacher shall be assigned to the school previously taught at by the teacher unless a position is not available. If the position does not exist the teacher will be placed in a comparable position in the system.
- L18.02.05** Subject to the restrictions of the plan, a teacher on a leave of absence from the Board shall be allowed to prepay the full cost of any employee benefits participated in at the commencement of the leave, provided that the prepayment will cover the whole anticipated period of the leave.

L18.03 Extended, Unpaid Leaves of Absence for Teachers

- L18.03.01** Teachers who apply for an unpaid leave of absence from the Board, in accordance with Article 18.02, and who wish to extend that leave beyond a period of one year, shall be subject to the following provisions:
- L18.03.02** If the teacher informs the Human Resources Department that he/she intends to extend that unpaid leave for an additional year, in writing by March 1st of the first year of unpaid leave, then an additional unpaid leave for a second year shall be granted.
- L18.03.03** After March 1st, the teacher may apply for an additional unpaid leave for a second year to the Human Resources Department, and the extension shall be at the sole discretion of the Employer. If the extension is not granted, the teacher is expected to return to teaching duties according to the provisions of Article 18.02.04.
- L18.03.04** This provision does not apply to teachers on federation leave as outlined in Article 10.
- L18.03.05** On the return from the leave, the teacher shall return to the same location, if a position is available. If the position does not exist the teacher will be placed in a comparable position in the system.

L18.04 Second Semester Leaves of Absence for Teachers

- L18.04.01** Teachers may apply for a special leave of absence for the second semester of the school year and receive pension contributions, in the following manner.
- L18.04.02** The teacher must complete a Request for Leave form provided by the Board, to the Human Resources Department by March 1 of the year immediately before the year in which the leave would be taken.
- L18.04.03** The granting of the leave is at the sole discretion of the Employer. The Human Resources Department shall respond to the application of the teacher within 15 days, and shall provide a written copy of the letter of acceptance or denial of the leave to the teacher, the appropriate principal and the President of the Teachers' Bargaining Unit.
- L18.04.04** If a special leave of this type has been granted, the teacher who has been granted that leave shall have the right to withdraw his/her application for that leave provided that the job posting to fill the position for the second semester has not taken place.
- L18.04.05** Once the job posting for the vacancy created in the second semester by this leave has taken place, the teacher may withdraw from that leave only after having received written approval from the Human Resources Department.
- L18.04.06** On return from that leave, the teacher shall be placed back in his/her former school for the next school year. The teacher may resign from the board or may be transferred to another school, only in accordance with the provisions of article 14 of the Collective Agreement. The teacher shall receive sick days only for that portion of the school year in the first semester, as provided for in Article 17. For the first semester of teaching and the leave in the second semester, the teacher shall be granted one full year for purposes of seniority and the other provisions of the Collective Agreement, exclusive of salary and grid placement as outlined in articles 7 and 8.
- L18.04.07** The benefits paid on behalf of the teacher by the Board for the second semester shall be limited to the following provisions:
- L18.04.08** The teacher will be required to pay any required contributions for the employee benefit plan.
- L18.04.09** The Board shall remit to the teacher, an amount of money equal to that of the teacher's contribution to the Teachers' Pension Plan for the period of the second semester. The teacher shall then be responsible for making the necessary arrangements for the pension premium contributions required by the Teachers' Pension Plan.
- L18.04.10** The amounts of the Board contributions for the Teachers' Pension Plan, as outlined above, shall be reduced in the manner described herein for teachers who are approved for this special leave, and who have fewer than

ten (10) years teaching experience. The Board's contributions for the Teachers' Pension Plan contributions shall be multiplied by a factor of $Y/10$, where Y represents the number of years teaching experience for salary grid placement as defined in Articles 7 and 8 of the Collective Agreement.

Example: A teacher with a salary grid placement level at step 7 in September, 1999, applies for this special leave for the second semester of 1999-2000. The teacher receives 7/10 or 70% of that teacher's portion of the required Pension Plan contributions.

L18.04.11 A teacher who applies for and receives approval for taking this special leave, shall not be considered to be a half-time teacher for gratuity purposes, if the teacher is in his/her last five years before retirement, as outlined in Article 17.10.03. Such special leave shall not be unreasonably denied.

L18.04.12 On the return from the leave, the teacher shall return to the same location provided a position is available to him/her. If the position does not exist, the teacher will be placed in a comparable position in the system.

ARTICLE #L19	PREGNANCY AND PARENTAL LEAVE
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L19.01 This article shall be in accordance with the [Employment Standards Act](#) - Part XI. Nothing in this Article shall remove from the employee any entitlement under the Act or the Collective Agreement.

L19.02 **Pregnancy Leave**

L19.02.01 "Pregnancy Leave" means a leave of absence under subsection 35 (1) of the [Employment Standards Act](#) .

L19.02.02 A pregnant teacher who started employment with the Board at least 13 weeks before the expected birth date is entitled to Pregnancy Leave.

L19.02.03 The teacher may begin pregnancy leave no earlier than 17 weeks before the expected birth date.

L19.02.04 The teacher must give the Board:

- i) at least 2 weeks written notice of the date the leave is to begin;
- ii) a certificate from a legally qualified medical practitioner stating the expected birth date.

L19.02.05 Article 19.02.04 does not apply when a teacher stops working due to complications caused by pregnancy, or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth. In such a case the teacher shall, within 2 weeks of stopping work, give the Board:

- i) written notice of the date the pregnancy leave began or is to begin;

and

- ii) a certificate from a legally qualified medical practitioner that,
 - a) states, in the case of a teacher who stops working because of complications caused by her pregnancy, the teacher is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - b) states, in any other case, the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

L19.02.06 The pregnancy leave ends:

- i) for a teacher who is entitled to take parental leave, seventeen (17) weeks after the leave began

Or

- ii) for a teacher who is not entitled to take parental leave, the later of the day that is seventeen (17) weeks after the leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.

Or

- iii) at an earlier day than provided for in (i) or (ii) if the teacher gives the Board at least four weeks (4) written notice of that day.

L19.03 Short-term Parental Leave

L19.03.01 "Short-term Parental Leave" means leave taken for the purposes of caring for or adopting a child. This leave shall be equivalent to "Parental Leave" as defined in Subsection 36(1) of the [Employment Standards Act](#), Part XI.

L19.03.02 A teacher who had been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to Short-term Parental Leave following:

- i) the birth of a child or
- ii) the coming of the child into the custody, care and control of a parent for the first time.

L19.03.03 Short-term Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care or control of a parent for the first time with the exception as noted in 19.03.06.

- L19.03.04** For a teacher who has taken pregnancy leave, Short-term Parental Leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the teacher for the first time.
- L19.03.05** The teacher must give the Board at least two weeks written notice of the date the Short-term Parental Leave is to begin, with the exception as noted in 19.03.06.
- L19.03.06** In the event that the child comes into the custody, care and control of the teacher for the first time sooner than expected, the Short-term Parental Leave begins on the day the teacher stops working. The teacher must give the Board written notice of the wish to take Short-term Parental Leave within two weeks of stopping work.
- L19.03.07** Short-term Parental Leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

L19.04 Change of Notice to Begin or End Pregnancy/Short-term Parental Leave

- L19.04.01** A teacher who has given notice to begin Pregnancy Leave or Short-term Parental Leave may change the commencement of the leave:
 - i) to an earlier date if the employee gives the Board at least two weeks written notice before the earlier date,

Or

 - ii) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- L19.04.02** A teacher who has given notice to end Leave may change the date of return to work:
 - i) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date;

Or

 - ii) to a later date if the teacher gives the Board at least four weeks written notice before the date the leave was to end.

L19.05 SEB Plan

During a period of Pregnancy Leave (L19.05.01), or Short-term Parental Leave involving the adoption of a child who has not attained school age (L19.05.03), payments made according to the Supplementary Employment Benefit Plan will consist of the following:

L19.05.01 PREGNANCY LEAVE BENEFITS

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

- l) 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 as in article L19.05.05. For greater clarity, teachers will receive 6 weeks at 100% pay and an additional 11 weeks at 95% as indicated below.

L19.05.02 The Board will pay 95% of the teacher's regular salary for the first two weeks of either Pregnancy or Short-term parental leave but not both.

- a) During this leave, the teacher shall receive 95% of full pay minus Employment Insurance Pregnancy Leave benefits. In the case of Pregnancy Leave this top up amount will be for the next 15 weeks. An employee is entitled to top up for either Pregnancy or Short-term parental leave but not both. The combined weekly level of Employment Insurance benefits, SEB payments and other earnings shall not exceed 95% of the teacher's full salary.
- b) While on Pregnancy Leave, the Board shall continue to pay its portion of all employee benefits in which the teacher is participating at the commencement of the leave. The Board shall also arrange for the teacher's portion of these benefits unless the teacher elects, in writing, not to do so.

The teacher must apply for Employment Insurance benefits before 95% of salary becomes payable.

- c) No monies will be paid to a teacher who is not entitled to Employment Insurance benefits or who is excluded from said benefits. Monies owing will only be paid once the Board has been assured that the teacher has applied for Employment Insurance benefits and is entitled to said benefits. The only exceptions are:
 - i) serving the Employment Insurance waiting period;
 - ii) Employment Insurance benefits entitlement have been exhausted;
 - iii) insufficient insurable weeks to qualify for Employment Insurance.
- d) Teachers do not have a right to SEB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.
- e) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SEB plan.

- f) An employee on Pregnancy Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively employed.
- g) An employee returning from Pregnancy Parental leave to active employment shall be reinstated to the position held prior to the leave, unless the Board offers an alternate position acceptable to the employee.
- h) Notwithstanding this provision, the employee is subject to Article 14.
- i) A teacher on Pregnancy Leave is under contract to the Board and may not accept employment as a teacher with another board, either during the leave or at its conclusion, unless the Board has accepted her resignation.

L19.05.03 Short Term Parental Leave Benefits

The Board will pay 95% of the teacher's regular salary for the first two weeks of either Pregnancy or Short-term parental leave but not both

L19.05.04 During this leave, the teacher shall receive 95% of full pay minus Employment Insurance Pregnancy or Parental benefits. For Short-term Parental Leave this top up amount shall be for the next 10 weeks. An employee is entitled to top up for either Pregnancy or Short-term parental leave but not both. The combined weekly level of Employment Insurance benefits, SEB payments and other earnings shall not exceed 95% of the teacher's full salary.

L19.05.05 While on Pregnancy/Short-term Parental Leave, the Board shall continue to pay its portion of all employee benefits in which the teacher is participating at the commencement of the leave. The Board shall also arrange for the teacher's portion of these benefits unless the teacher elects, in writing, not to do so.

L19.05.06 The teacher must apply for Employment Insurance benefits before Short Term Parental SEB benefits become payable.

L19.05.07 No Short Term Parental SEB benefit monies will be paid to a teacher who is not entitled to Employment Insurance benefits or who is excluded from said benefits. Monies owing will only be paid once the Board has been assured that the teacher has applied for Employment Insurance benefits and is entitled to said benefits. The only exceptions are:

- i) serving the Employment Insurance waiting period;
- ii) Employment Insurance benefits entitlement have been exhausted;

iii) insufficient insurable weeks to qualify for Employment Insurance.

L19.05.08 Teachers do not have a right to SEB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.

L19.05.09 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SEB plan.

L19.06 An employee on Pregnancy/Short-term Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively employed.

L19.07.01 An employee returning from Pregnancy/Short-term Parental leave to active employment shall be reinstated to the position held prior to the leave, unless the Board offers an alternate position acceptable to the employee.

L19.07.02 Notwithstanding this provision, the employee is subject to Article 14.

L19.08 A teacher on Pregnancy/Short-term Parental Leave is considered to be under contract to the Board and may not accept employment as a teacher with another board, either during the leave or at its conclusion, unless the Board has accepted his/her resignation.

L19.09 Extended Parental Leave

L19.09.01 Parental Leave may be extended up to five years subject to the approval of the Director of Education.

L19.09.02 When the duration specified for an extended leave is two teaching years or less:

- a) No sick leave time shall accumulate but when the teacher returns to the Board from the leave, the teacher shall be credited with the same number of accumulated sick leave days that the teacher had before going on leave.
- b) Notwithstanding Article 14, upon returning from extended Parental Leave, the teacher shall be assigned to the teacher's previous position, or after discussion with the teacher a comparable position in the system.
- c) The teacher on extended parental leave shall accumulate seniority for the period of the leave.

L19.09.03 A teacher shall be allowed to prepay the full cost of any employee benefits participated in at the commencement of leave, provided that the prepayment will cover the whole anticipated period of leave.

- L20.01** A part-time teacher shall mean any teacher assigned less than a full teaching timetable.
- L20.02.01** All teachers may apply to teach part-time for any specified period of time. The granting of this application is at the sole discretion of the Board. In the event that the Board denies the application, the reason(s) will be provided, in writing, to the applicant.
- L20.02.02** A request to teach part-time must be submitted to the Manager of Human Resources or Designate. The written submission must state the nature of the request and the intended date of return to full-time teaching. Copies of the letter are to be sent to both the Bargaining Unit President and the appropriate Principal.
- L20.02.03** Written acknowledgement of the receipt of the request is to be sent to the applicant by the Manager of Human Resources or Designate. A copy of the acknowledgement letter is to be sent to both the Bargaining Unit President and the Principal.
- L20.02.04** No later than thirty (30) days after the application is submitted, the Principal shall interview the applicant in order to discuss the applicant's teaching preference and the scheduling of the teaching request.
- L20.02.05** The applicant shall receive written confirmation from the Manager of Human Resources or Designate as to whether or not the request has been accepted. A copy of this letter shall be sent to both the Bargaining Unit President and the appropriate Principal.
- L20.03.01** A daily part-time teaching load shall be scheduled over consecutive periods, if at all possible.
- L20.03.02** A part-time teacher may request in writing, a timetable other than described in Article 20.03.01. The Principal shall attempt to arrange a suitable teaching schedule for the teacher. If a mutually agreeable schedule cannot be arranged Article 20.03.01 shall be used.
- L20.04.01** The salary of a part-time teacher shall be prorated in the same proportion as the teacher's timetable is to that of a full-time timetable.
- L20.04.02** The parties agree to jointly develop a chart detailing part-time pro-ration.
- L20.04.03** Part-time teachers shall be entitled to the employee benefits.
- L20.05** For the purpose of Article 17.03.01, the number of sick leave days granted to a part-time teacher shall be pro-rated in the same proportion as the teacher's timetable is to that of a full-time teacher.
- L20.07.01** For a part-time teacher, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Collective Agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment as defined in Article 13.07.

ARTICLE #L21 SHARED LEAVE

L21.01 Shared leave is offered to teachers on a one-year basis to create vacancies.

L21.02 Eligibility and Prerequisites

L21.02.01 Any teacher who is teaching full-time may participate in the Shared Leave Plan.

L21.02.02 A teacher entering into Shared Leave must work not less than fifty (50) percent of the school year.

L21.02.03 The Shared Leave Plan may be on a daily, cycle, semester or term basis.

L21.03 Conditions

L21.03.01 Any teacher satisfying the requirements of Article 21.02 may be granted a Shared Leave by the Board.

a) The teacher must send an application (for Shared Leave) to the Manager of Human Resources before February 1.

b) Upon receipt of a letter from the Board certifying that the application has been accepted, the teacher shall have twenty (20) school days to make a final commitment to Shared Leave.

L21.03.02 A Shared Leave Agreement is for a one-year period. If a teacher wishes to continue in Shared Leave, then a new application must be made in accordance with the terms of this agreement before April 1.

L21.04 Working of the Plan

L21.04.01 The grid salary will be pro-rated in direct proportion to the percentage of time worked.

L21.04.02 The Board's contribution to the teacher's employee benefits will be pro-rated according to the percentage of time worked.

L21.04.03 A teacher involved in Shared Leave shall accumulate seniority as though the teacher were teaching full-time for a complete school year.

L21.04.04 The Board recognizes that a teacher employed by the Board who teaches less than full-time within the conditions of this Article shall, following the completion of the Shared Leave arrangement, be entitled to return to the teacher's previous full-time position and status.

L21.05 On return from leave, the teacher shall return to the same or comparable position held prior to the leave.

L21.06 A teacher who participates in a Shared Leave Plan must relinquish his/her position of responsibility during the Shared Leave period.

ARTICLE #L22 LOCAL GRIEVANCE PROCEDURE
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- L22.01** A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitral.
- L22.02** A grievor shall be defined as:
- i) the Bargaining Unit
 - ii) the Board
- L22.03** A Statement of Grievance shall be in writing and shall include the name of the teacher, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this Agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.
- L22.04** A representative of OSSTF shall be present to assist the teacher at any stage of this grievance and arbitration procedure.
- L22.05** If the Bargaining Unit wishes to initiate a complaint the procedure will start at Step 1. If the grievor is the Bargaining Unit, the procedure may begin at Step 1 or Step 2 (i). If the grievor is the Board, the procedure will begin at Step 3.
- L22.06** Step 1
- i) The Bargaining Unit representative and/or the teacher will discuss the complaint with the appropriate Principal/Supervisor.
 - ii) The Principal/Supervisor shall attempt to resolve the matter informally within five (5) school days of the initial discussion. The Principal/Supervisor shall answer the complaint in writing.
 - iii) If the reply of the Principal/Supervisor is not acceptable to the Bargaining Unit, the Bargaining Unit may, within ten (10) school days, refer the complaint to the Superintendent of Support Services or designate. The grievor will call the meeting.
- L22.07** Step 2
- i) The Superintendent of Support Services or designate shall attempt to resolve the grievance within ten (10) school days of referral. Failing settlement within the ten (10) school days mentioned the Superintendent of Support Services or designate shall immediately advise the grievor to submit the grievance to step 3/arbitration.
- L22.08** Step 3

- i) If the grievance is not deemed settled on the basis of the answer in Step 2, either party, shall within fifteen (15) school days of the receipt of the answer given in Step 2, notify either party in writing of its desire to submit the grievance to arbitration.
- ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within ten (10) school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.
- iii) The decision of the arbitrator shall be binding on all parties.

- L22.09** The cost of the arbitrator under Article 33.03.04 shall be shared equally by the Board and the Bargaining Unit.
- L22.10** Time limits established in this article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used as precedent in other grievances.
- L22.11** If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.
- L22.12** When a dispute arises where the Board is the grievor, the dispute may be referred directly to the Grievance Officer of the Bargaining Unit. If there is no resolution to the dispute within ten (10) school days, the Board may initiate a grievance under Step 3 provided such reference is made within twenty (20) school days of the occurrence giving rise to the complaint. Failing settlement of the grievance within the twenty (20) school days, the Board may proceed to Step 3.
- L22.13** **Grievance Mediation**
- L22.14** 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.
- L22.15** The timelines 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 that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- L22.16** Parties have the right to be protected from repetitious grievances, which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.
- L22.17** No action of any kind shall be taken against any person because of participation in the grievance or arbitration procedures under this Agreement. The fact that a grievance is

raised on behalf of the teacher by the Bargaining Unit, regardless of the ultimate disposition, shall not be recorded in the teacher's file, or in any file or record utilized in the promotion process. Such fact shall not be used in any recommendation for transfer.

ARTICLE #L23 JUST CAUSE

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| L23.01 | A teacher under contract shall not be disciplined, dismissed, demoted, or suspended without just and sufficient cause. The parties recognize the lesser standard (basic procedural fairness) for probationary teachers. |
| L23.02 | If the Board requires a teacher to meet with his/her supervisor in order to formally investigate the professional conduct of a teacher or in order to receive a reprimand, suspension, dismissal or any other form of discipline, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present. If the teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present no later than 48 hours. |

ARTICLE #L24 PROBATIONARY PERIOD

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| L24.01 | A newly-hired teacher shall serve a probationary period of not more than one (1) year. |
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ARTICLE #L25 TERMINATION OF EMPLOYMENT

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| L25.01 | The Board or a teacher shall provide written notice by December 31 of the intention to terminate employment effective January 31 (end of Semester 1), and by May 15 of the intention to terminate employment effective June 30 or August 31. |
| L25.02 | Nothing herein prevents an employee and the appropriate Superintendent of Support Services or Designate from mutually agreeing to the teacher's resignation at any time. |

ARTICLE #L26 CONTINUING EDUCATION AND SUMMER SCHOOL TEACHERS

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| L26.01 | Unless otherwise stated in this Agreement, the conditions of work for all continuing education, summer school and night school teachers shall be as defined in this article. |
| L26.02 | The salary per hour for continuing education, summer school and night school teachers shall be

\$ 43.23 effective September 1, 2019
\$ 43.66 effective September 1, 2020
\$ 44.10 effective September 1, 2021 |
| L26.03 | All continuing education, summer school and night school teachers shall be provided with a letter stating their working conditions, length of employment and compensation before commencement of work. |
| L26.04 | Continuing education teachers shall be considered for permanent OSSTF Teacher postings. |

ARTICLE #L27 TRAVEL EXPENSES

- L27.01** A member who is required to travel between schools, or on other Board business, shall be paid for such travel by the Board at the rate established by the Board.

ARTICLE #L28 PROFESSIONAL DEVELOPMENT

- L28.01** It is the Board's belief that Teacher Professional Development should be linked to MET Initiatives, Board initiatives and projects, and school program initiatives.
- L28.02** It is the Board's intention to set aside a sum of money from the Professional Development envelope to address system school and individual needs.
- L28.03** The Secondary School System Professional Development Committee, whose members are designated by the Superintendent of Support Services or Designate and the Bargaining Unit President will allocate funds as noted in Article 28.02.

ARTICLE #L29 STAFFING

- L29.01** 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.

L29.02 Projected Staff Requirement

This formula shall be used to generate the staff complement for all students excluding adults, self-contained and Section students. Where the term student enrollment is used in this Article it shall refer to these student populations only.

i) Definitions

Projected Student Enrollment (PSE) – projected student enrollment for October 31 X 0.5 + projected student enrollment for March 31 X 0.5. The March 31 projection will be calculated using the following drop rate formula:

$$\frac{(\text{October 31 enrollment current year} - \text{February 28 enrollment current year})}{\text{October 31 enrollment current year}}$$

Average Number of Credits per Student (Average Credits) – shall be based on the actual average number of credits earned by students in the current school year.

Average Class Size (ACS) – as defined by the Ministry of Education and as required by The [Education Act](#) and the Regulations thereunder.

ii) Formula

The base number of regular classroom teachers shall be generated and allocated as follows:

$$\begin{aligned} (\text{PSE}) \times (\text{Average Credits}) &= \text{Total Number of Student Credits} \\ \text{Total Number of Student Credits} / (\text{ACS}) &= \text{Base Number of Classes} \\ \text{Base Number of Classes} / 6.0 &= \text{Base Number of Teachers} \end{aligned}$$

- L29.03** The number of FTE classroom teachers assigned to non-credit self-contained Special Education classes shall be no greater than the number required by Regulation 298 Section 31. These teachers shall be generated using a workload divisor of 6.00 classes/ FTE teacher. The number of Section teachers shall be the number approved by the Ministry of Education.
- L29.04** The number of FTE classroom teachers assigned to non-credit Special Education Resource Withdrawal classes shall be determined by the Board in consultation with the bargaining unit. These teachers shall be generated using a workload divisor of 6.00 classes/ FTE teacher.
- L29.05** The number of FTE classroom teachers assigned to Cooperative Education, Guidance, and Alternative Education classes shall be determined by the Board in consultation with the Bargaining Unit. These teachers shall be generated using a workload divisor of 6.00 classes/ FTE teacher.
- L29.06** The Board shall endeavor to ensure that the number of FTE staff allocated in Articles 30.01 through 30.04 be used in the areas for which they have been generated.
- L29.06.01** Notwithstanding Articles 29.01 through 29.05, the Board may determine the total staffing complement that is needed to fulfill the yearly program requirements for each school and for the system. This will be done in consultation with the bargaining unit.
- L29.06.02** 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.
- L29.07 In-School Staffing Committee**
- L29.07.01** An In-School Staffing Committee shall be established and maintained from year to year in each secondary school, commencing January 1, 2001.
- L29.07.02** An In-School Staffing Committee shall be comprised of the following school personnel:
- i) The Bargaining Unit Branch President or designate
 - ii) A second representative from the Branch Executive
 - iii) The Principal
 - v) Vice-Principal
- L29.07.03** The In-School Staffing Committee will review and monitor the staffing of the school upon being allocated staff by the Staff Allocation Committee and will provide feedback to the Staff Allocation Committee in order to ensure that the staffing is allocated in a manner consistent with any directives from the Staff Allocation Committee.

- L29.07.04** The In-School Staffing Committee will monitor the application of the workload provisions of the Collective Agreement and will provide feedback to the Staff Allocation Committee where necessary.
- L29.07.05** The In-School Staffing Committee will provide input to the Principal with respect to 30.07.03 and 30.07.04.
- L29.07.06** The In-School Staffing Committee will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers and hiring to vacancies.
- L29.07.07** The In-School Staffing Committee shall meet 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.

ARTICLE #L30 ELECTRONIC EDUCATION PROGRAMS
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| L30.01 | E-Learning courses offered by the Near North District School Board will be offered through the provincial LMS (Learning Management System) and coordinated through the DELC (district E-learning Coordinator). |
| L30.02 | The provision of e-learning and scheduling is at the discretion of the board. |
| L30.03 | Secondary school students under 21 years of age taking credit courses through an E-learning course offered by day school program shall be recorded on the day school register of the student's home school. |
| L30.04 | The provision of e-learning may be part of the day school and/or continuing education programs. |
| L30.05 | Classes consisting of both 21 years of age or over and under 21 years of age students, who are taking e-learning courses shall be assigned to a class taught by a member of the Teacher's Bargaining Unit. |
| L30.06 | E-Learning credit courses offered through the LMS will be conducted according to the requirements of the Education Act and Regulations. |
| L30.07 | Classroom teachers delivering E-Learning courses through the LMS shall be solely responsible for the teaching, monitoring, assessment and evaluation of students taking the course. |
| L30.08 | A teacher teaching E-learning courses is assigned by mutual consent and shall correspond with students solely through the LMS and using Board email. |
| L30.09 | The DELC will assign and manage all board accounts (student and teacher) in the secure environment of LMS. |
| L30.10 | The DELC will be responsible for managing student user accounts; activate, disable, suspend, remove and changing passwords. |

- L30.11** A Teacher teaching an E-learning course(s) shall have access to an appropriate work area with the appropriate resources. A member assigned to teach e-learning courses shall be subject to the workload provisions set out in article 13 of this collective agreement.
- L30.12** 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.
- L30.13** No E-Learning credit course shall exceed 35 students.
- L30.14** The employer shall provide the appropriate support personnel to maintain and repair computer hardware/software and computer networks required in order to deliver e-learning courses.
- L30.15** The District E-learning Coordinator (DELC) will work with all of the secondary schools to coordinate the scheduling and enrolment of all the students in e-learning courses.

LETTER OF AGREEMENT

Between
The Near North District School Board (hereinafter called the "Board") and
OSSTF, District 4, Teachers' Bargaining Unit
(hereinafter called the "Union")

RE: Multiple Subject Instruction Period (MSIP) The Board and the Union agree to the following;

THAT full-time classroom teachers in the MSIP schools will be assigned equivalent workload to the workload as outlined in Article 13 of the collective agreement,

THAT a committee shall be formed consisting of the Director of Education or designate plus two other representatives of the Board as chosen by the Board, plus the Union President or designate plus two other representatives of the Union as chosen by the Union,

THAT the mandate of the committee shall be:

to decide, by June 25, 2005, the initial working conditions for teachers in the MSIP schools, to monitor and adjust as necessary, the working conditions established by this committee as related to the two MSIP schools,

THAT the committee shall stay in force until a final letter of understanding is established and signed by both parties.

THAT the issues to be addressed by the committee shall include, but not be limited to, the following:
MSIP class size

- Maximum consecutive assigned time
- Expectations re" MSIP – re: preparation, evaluation and assessment
- Part-time equivalent
- Who is assigned an MSIP
- Impact on other schools

THAT the committee may chose to invite any other people to meetings in a resource capacity,

THAT this Letter of Agreement is grievable and arbitrable.

Dated at Parry Sound, Ontario, this 31st day of May 2005,

FOR THE BOARD

FOR THE UNION

MEMORANDUM OF AGREEMENT Between:
Near North District School Board
(the “Employer”)
- and -
OSSTF District 4, Teachers’ bargaining Unit
(the “Union”)

With regards to the Letter of Settlement dealing with MSIP dated May 31, 2005, the parties agree that for the 2008-2009 school year, the following shall apply to teachers in schools using an MSIP program:

1. No teacher shall be allocated assigned time over a continuous interval exceeding 180 minutes excluding travel time between periods and/or breaks.
2. MSIP classes will have the students evenly distributed in each period and will be assigned a maximum of 20 if located in a tech shop and 25 otherwise.
3. Guidance and Co-operative Education teachers will be assigned 6 periods plus up to a total of 169 MSIP and Alternative Professional Assignment periods comprised of student mentoring.
4. For other teachers, in addition to the 6 assigned classes, over the course of the school year teachers may be assigned up to 135 MSIP classes, 25 half-period on-calls and 49 half-period supervisions as outlined in Appendix A. If necessary, a teacher may have up to 10 half-periods of supervisions (pro-rated for part-time teachers) assigned as MSIP duty.
5. For part-time teachers teaching in an MSIP school, the FTE calculation shall be based upon the total number of periods assigned during the school year divided by 706, and duties shall be assigned as per the chart in Appendix A.
6. Except in extenuating circumstances, teachers in an MSIP school will have at least 60 minutes of preparation time each day.
7. Teachers in an MSIP class will be expected to report daily attendance.
8. Teachers in an MSIP class will not be expected to do any formal assessments, evaluations, preparation, phone calls to parents or report learning skills on the report card.
9. Other working conditions not addressed in this article shall be as outlined in Article 13 of the current Collective Agreement.
10. Non-MSIP schools shall not be negatively affected when teachers and resources are distributed by the board.

Both parties agree that this Memorandum of Agreement is grievable and arbitrable and that prior to any item of dispute being grieved by either party, the item shall be referred to the MSIP Implementation Committee outlined in the Letter of Agreement titled Multiple Subject Instruction Period (MSIP) which shall convene within 5 school days of notice being given by either party.

Dated at North Bay, Ontario the 25th day of June, 2005.

For the NEAR NORTH DISTRICT SCHOOL BOARD

For OSSTF, D4 TBU

MEMORANDUM OF AGREEMENT

Between:

Near North District School Board (the "Employer")

- and -

OSSTF District 4, Teachers' Bargaining Unit (the "Union")

With regards to the Letter of Settlement dealing with MSIP (attached) from the Memorandum of Settlement (APPENDIX A) dated June 1, 2005, the parties agree that for the 2008-2009 school year, the following shall apply to teachers in schools using a 5-period program:

1. No teacher shall be allocated assigned time over a continuous interval exceeding 180 minutes excluding travel time between periods and/or breaks.
2. The class size and actual students assigned to a Focus will not change from class/period that the Focus period is paired with.
3. Guidance and Co-operative Education teachers will be assigned 6 periods plus up to a total of 169 Focus and Alternative Professional Assignment periods comprised of student mentoring.
4. For other teachers, in addition to the 6 assigned classes, over the course of the school year teachers may be assigned up to 135 Focus classes, 19 half-period on-calls and 49 half period supervisions as outlined in Appendix A.
5. For part-time teachers teaching in an 5-period day school, the FTE calculation shall be based upon the total number of periods assigned during the school year divided by 706, and duties shall be assigned as per the chart in Appendix A.
6. Teachers in a Focus class will be expected to report daily attendance.
7. Teachers in a Focus class will not be expected to do any additional formal assessments, evaluations, preparation, phone calls to parents or report learning skills on the report card for the Focus period.
8. Other working conditions not addressed in this article shall be as outlined in Article 13 of the current Collective Agreement.
9. Non-5-period day schools shall not be negatively affected when teachers and resources are distributed by the board.
10. Teachers in 5-period day schools shall be assigned on-calls as follows:
 - as a half period on a day a teacher has an assigned class attached to the focus period. A full period on-call may be assigned on the day a teacher has a preparation period attached to the Focus period.
 - to a maximum of 1 full-period on-call per week.

In addition, if a teacher and the in-school administration agree, the on-call assignment could be assigned in half-periods to a maximum of 2 per week.

Both parties agree that this Memorandum of Agreement is grievable and arbitrable and that prior to any item of dispute being grieved by either party, the item shall be referred to the MSIP Implementation Committee outlined in the Letter of Agreement titled Multiple Subject Instruction Period (MSIP) which shall convene within 5 school days of notice being given by either party.

Dated at Parry Sound, Ontario the 4th day of September, 2007

Near North District School Board

OSSTF, District 4 TBU

FTE CALCULATION FOR 2011-2017

Non-5 Period Day Schools (75 minute periods):

FTE	Instruction Periods	APA In Half-Periods (up to 20 may be used as on-calls)	Total Full Periods
$6/6 = 1.0000$	6	47	558
$5/6 = 0.8333$	5	39 (17)	465
$2/3 = 0.6667$	4	31 (13)	372
0.625	4	0 (0)	360
$1/2 = 0.5000$	3	24 (10)	279
$1/3 = 0.3333$	2	16 (7)	186
$1/6 = 0.1667$	1	8 (3)	93

FTE calculations for less than 1.0 are based on the total number of assigned periods per year divided by 563.5. The number in brackets represents the pro-rated number of on-calls a teacher may be required to complete.

5 Period Day Schools (60 minute periods):

FTE	Instruction		APA In Half-Periods (up to 25 may be used as on-calls)	Total
	Classes (Periods)	MSIP/ FOCUS		
$6/6 = 1.0000$	6	135	59	699.5
$5/6 = 0.8333$	5	113	49 (21)	583.5
$2/3 = 0.6667$	4	90	40 (16)	464
0.625	4	90	0	360
$1/2 = 0.5000$	3	68	30 (12)	350
$1/3 = 0.3333$	2	45	21 (9)	234
$1/6 = 0.1667$	1	23	10 (4)	117

FTE calculations for less than 1.0 are based on the total number of assigned periods per year divided by 704.5. The number in brackets represents the pro-rated number of on-calls a teacher may be required to complete.

PART C LOCAL TERMS OCCASIONAL TEACHERS

ARTICLE #OT1	PURPOSE
OT1.01	The purpose of this Agreement is to establish the terms and conditions of employment of all members of the Bargaining Unit employed by the Board, including salaries, employee benefits, working conditions and other matters, and to establish an expeditious procedure for the resolution of grievances which may arise.
OT1.02	Except for errors, inadvertence or omission, this Collective Agreement shall form the basis for computing all salaries and other conditions.
OT2.01	The Board retains those management rights not limited by this Collective Agreement.
ARTICLE #OT3	DELEGATION OF RESPONSIBILITY
OT3.01	The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members.
OT3.02	All correspondence and communications between the parties arising out of this Collective Agreement shall pass to and from the Manager of Human Resources or Designate and to and from the President of the Bargaining Unit.
OT3.03	The parties understand and agree that where reference is made in this Collective Agreement to persons holding positions of responsibility, such reference shall in every case be deemed to include "or his/her designate".
OT3.04	Where the Board requires the attendance of an Occasional Teacher at a meeting convened during school hours and such occasional teacher has been scheduled for a teaching assignment, the Board shall compensate the teacher at the appropriate daily rate.
ARTICLE #OT4	RECOGNITION OF NEGOTIATION PARTIES
OT4.01	The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate and to participate in the administration of this Agreement on behalf of its members employed to teach by the Board.
OT4.02	The OSSTF authorizes and the Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the OSSTF.
OT4.03	The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
OT4.04	The Bargaining Unit recognizes the right of the Board to be represented by any duly appointed advisor, counsel, solicitor, or representatives to assist, advise, or represent the Board in all matters pertaining to the negotiations and administration of this Collective Agreement.
OT4.05	The Bargaining Unit recognizes the obligation of the Board to operate its schools in a manner consistent with the Education Act and the Regulations made thereunder.

- OT4.06** The Board agrees that the District 4 Branch Affiliates may hold meetings at the work site outside of the school day provided that the appropriate facilities are available or as part of regularly scheduled staff meetings at schools where that has been past practice. Branch Affiliate meetings during the lunch break must be approved by the Principal or designate. Such approval will not be unreasonably denied.
- OT4.07** The Board recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment specifically based on any reasonable OSSTF business.
- OT4.08** A person who is employed as a permanent teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher shall be covered by whichever Collective Agreement is applicable to that teacher at any point in time.
- OT4.09** Both parties agree to notify each other, in writing, no later than the first day of each school year of the person(s) who are designates whenever the term “designate” is used in this Agreement. Any changes during the school year shall require either party to give written notice to the other within five (5) working days of the change(s).

ARTICLE #OT5 DURATION AND RENEWAL

- OT5.01** This Agreement shall be in effect from September 1, 2014 and shall continue in force up to and including August 31, 2017 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](#).
- OT5.01.01** Notwithstanding the period of notice stipulated in Section 59 of the [Labour Relations Act](#), either party may notify the other within the period of 150 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications of this collective agreement.
- OT5.02** If either party gives notice of its desire to negotiate amendments in accordance with Article 5.01, the parties shall meet within (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario [Labour Relations Act](#).
- OT5.03** No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- OT5.04** There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the [Labour Relations Act](#).
- OT5.05** Except for errors, inadvertence or omission, the Agreement shall form the basis for computing all salaries and other conditions defined herein. Amendments or deletions to the terms contained herein shall be made by mutual consent of the duly authorized bargaining agents of both parties.

ARTICLE #OT6 DEFINITIONS

- OT6.01** "Occasional Teacher" shall bear the meaning given in the [Education Act](#) 1 (1.1).
- OT6.02** "Long-Term Occasional Teacher" or LTO teacher means a teacher who is required to teach in the same teaching assignment for a period of ten (10) or more consecutive days. It is understood that any Professional Activity day, inclement weather day, extra-curricular activity or any leave permitted by this collective

agreement falling in the ten (10) day consecutive period will not be considered as a break in consecutive service.

- OT6.03** "Short-Term Occasional Teacher" means a teacher who is required to teach for a period of fewer than ten (10) consecutive and uninterrupted days.
- OT6.04** "Qualified" means holding a valid Ontario Teaching Certificate recognized by the Ontario College of Teachers.
- OT6.05** "Day" means an instructional day unless otherwise specified.
- OT6.06** "Occasional Teacher Roster" means a list of all teachers who have been accepted by the Board to teach as occasional teachers. An up-to-date occasional teacher roster will be made available to the Bargaining Unit President.

ARTICLE #OT7	RIGHTS
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| OT7.01 | As part of the hiring process and where practical, the Board shall grant interviews to an occasional teacher who has applied to fill any vacant teaching position for which they are eligible. |
| OT7.02 | Any supervisory personnel preparing a disciplinary document or adverse job-related correspondence about a teacher will ensure that the teacher receives a copy of the document/ correspondence within five (5) working days. |
| OT7.03 | All Long-Term Occasional Teachers employed by the Board shall be provided with a copy of this Agreement by the Board at their time of hire. Upon request, a copy of this Agreement will be provided to a short-term occasional teacher. |
| OT7.04 | Within fifteen (15) school days of the date of hire as a Long-Term Occasional Teacher, the Board shall provide the occasional teacher with a written list of all outstanding documentation required by the Board and the date the documentation is due. |

ARTICLE #OT8	UNION SECURITY AND CHECK-OFF
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| OT8.01 | All qualified occasional teachers hired by the Board shall as a condition of employment maintain their Union membership or join the Union within thirty (30) calendar days after the signing of this Agreement and remain Union members in good standing. |
| OT8.02 | The Board shall deduct for every pay period for which an Occasional Teacher receives a pay cheque, any fees levied, in accordance with the Union's constitution and/or by-laws and owing to the Union. |
| OT8.03 | Deductions made in accordance with Article 8.02 shall be remitted to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 within thirty (30) calendar days of the dues being deducted. Such remittance shall be accompanied by a list identifying the teachers and any information as currently provided. |
| OT8.04 | The Union shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions authorized by the Union. |
| OT8.05 | Dues deducted will be shown on the Employee T4 slips. |
| OT8.06 | There shall be no discrimination, interference, restraint, or coercion exercised upon occasional teachers because of participation in any lawful Union activity. |

ARTICLE #OT9 JOB POSTINGS

- OT9.01** Postings for all Long-Term Occasional teaching positions shall be posted on the Board's website and, at the same time, shall be sent to all Secondary School Principals for posting in the school and to the Bargaining Unit President.
- OT9.02** All long-term occasional postings shall be posted for 3 full schools days and shall include the title of the position, the requisite experience if any, the qualifications required and the starting and ending date.
- OT9.03** Within ten (10) school days of being hired as a Long-Term Occasional Teacher the Board shall provide a package of materials to be determined by the Board in consultation with OSSTF.

ARTICLE #OT10 OCCASIONAL TEACHER LIST

- OT10.01** At the time an Occasional Teacher is accepted for inclusion on the occasional teacher list, the occasional teacher will select, from among the geographic areas designated by the Board, geographic areas and schools within the geographic areas for which the occasional teacher wishes to be designated on the sub-list for each area.
- OT10.02** The Occasional Teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work.
- OT10.03** It is the responsibility of each occasional teacher to notify the Board in writing of any change of address or phone number needed to contact the occasional teacher regarding teaching assignments.
- OT10.04** An Occasional Teacher who, because of illness, pregnancy, adoption of a child, or any other reasons acceptable to the Board, becomes unavailable for an assignment, shall be retained on the Board's occasional teacher list in an inactive status during the period of such unavailability for the remainder of the school year provided that the Occasional Teacher remains in good standing with The Ontario College of Teachers and makes herself/himself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the Occasional Teacher List. An Occasional Teacher who becomes unavailable for such reasons shall inform the Board of the date of commencement of a return from the period of unavailability.
- OT10.05 Procedures for Adding to the List**
- OT10.05.01** By May 1st of each year, each occasional teacher shall be issued a request for confirmation to be maintained on the List for the following school year. Teachers who wish to have their names maintained on the List shall so confirm in writing by May 31st. Teachers who so confirm are deemed to be available and willing to work and their names shall be maintained on the List.

ARTICLE #OT11 CALLING PROCEDURE

- OT11.01** All short-term occasional positions shall be filled by the Principal or designate by the following procedures:
- OT11.01.01** Calling those occasional teachers already working in the school on a part-time basis.
- OT11.01.02** Calling those occasional teachers on the occasional teacher List who are qualified in the required area(s) and expressed an interest in working in the school.
- OT11.01.03** Calling other occasional teachers on the occasional teacher List.
- OT11.02** Call-out Errors

- OT11.02.01** If an Occasional Teacher has been called for a half-day assignment and is told less than 12 hours prior to commencing work that the assignment is no longer available or required, the Occasional Teacher shall be guaranteed appropriate employment for that half day and shall be paid a half day's pay.
- OT11.02.02** If an Occasional Teacher has been called for a full-day assignment and is told less than 12 hours prior to commencing work that the assignment is no longer available or required, the Occasional Teacher shall be guaranteed appropriate employment for that full day and shall be paid a full day's pay.
- OT11.02.03** Notwithstanding articles 11.02.01 and 11.02.02, on inclement weather days, the Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours' notice, the Board shall pay the Occasional Teacher for that day's assignment.

OT11.03 Late Calls

- OT11.03.01** An Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report to such assignment provided that the Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the occasional teacher.
- OT11.03.02** Except where otherwise indicated by the Board representative, an Occasional Teacher shall report for duty at least fifteen (15) minutes prior to the commencement of classes.

ARTICLE #OT12 CATEGORY SYSTEM AND CERTIFICATION FOR LONG-TERM OCCASIONAL TEACHERS

- OT12.01** Each teacher's category classification on the salary grid shall be determined by the application of the most recent OSSTF or Qualifications Evaluation Council of Ontario (QECO) Certification Chart.
- OT12.02** New teachers employed by the Board shall submit an OSSTF or QECO Certification Rating Statement to the Manager of Human Resources. Until the statement is received, teachers shall be placed on the salary grid at Category 1. Retroactive pay shall be to the first day of employment and in no case will it be prior to the beginning of the current school year.
- OT12.03** Changes in Category for all other teachers shall be made only after receipt of a Certification Rating Statement issued by the OSSTF Certification Department or the Qualifications Evaluation Council of Ontario. It is the responsibility of the teacher to present the Certification Rating Statement to the Manager of Human Resources in accordance with the timelines outlined in this article. Retroactive pay shall be limited to the current school year.
- OT12.04** Changes in category shall be made effective as follows:
 - OT12.04.01** Where courses have been completed prior to the first day of the current school year, a salary change due to a change in category will be made effective as of the first day of the current school year, subject to Article 12.03, provided that the Manager of Human Resources has received the Category Rating Statement by June 30 of the same school year.
 - OT12.04.02** Where courses are completed during the school year, a salary change due to a change in category will be made effective as of the date the required course(s) were completed, subject to Article 12.03, provided that the Manager of Human Resources has received the Category Rating Statement by June 30 of the same school year.

OT12.04.03 The course completion date shall be as provided by the institution offering the course.

OT12.05 If delays in the receipt of the Certification Rating Statement occur which are beyond the control of the teacher and if the teacher provides an OSSTF Certification Department or Qualifications Evaluation Council of Ontario acknowledgement to the Manager of Human Resources prior to June 30, then retro-activity as stated in Article 12.04 will be applied subject to Article 12.03 and 12.06.

OT12.06 Changes in salary, including any appropriate retroactive payment, will be made within three months by the Manager of Finance upon receipt of the Certification Rating Statement to verify the change in category.

ARTICLE #OT13 CATEGORY SYSTEM AND EXPERIENCE

OT13.01.01 Teaching experience, for the purpose of placement on the salary grid, shall be all full-time, part-time or long-term occasional teaching experience gained in elementary and/or secondary schools.

OT13.01.02 All teaching experience shall be validated with documentation provided by the teacher to the Manager of Human Resources within 30 school days of the first day worked. Such information shall form part of the materials in Article 7.04.

OT13.01.03 The teacher shall be paid at Step 0 of the appropriate category as determined by Article 12 until such time as they provide the required documentation. Upon receipt of the required documentation the Board shall make the necessary adjustment to the date of employment. The maximum period of retroactivity shall be one school year.

OT13.02 Teaching experience for less than a full-time assignment and/or less than a full school year, including long-term occasional teaching experience, shall be recognized as follows:

OT13.02.01 0.5 assignment or more, or half school year or more: one full year credit.

OT13.02.02 less than 0.5 assignments shall accumulate until reaching 0.5, then a full year credit shall be granted.

OT13.02.03 the teaching experience provision for less than a full year, as stated in this article, shall only be applied to a teacher's salary beginning as of September 1, 1998, and shall not be paid for previous years when another method may have been used. Credit for teaching experience previously granted by a predecessor board will continue to be recognized as calculated by that board.

ARTICLE #OT14 RELATED EXPERIENCE

OT14.01 Upon presentation of supporting documentation and effective on the date the experience is approved by the Superintendent of Support Services or Designate, each year of related experience will be recognized for one year of grid placement on the basis of the following:

- a) technical teachers- years of work experience in the trade being taught,
- b) business teachers- years of work experience in the subject area being taught,
- c) other experience- years of teaching at a university or community college.

OT14.01.01 The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.

OT14.01.02 Documentary evidence must be submitted with all applications for related experience allowances. Occasional teachers must apply for related experience within sixty (60) days of receiving an applicable Long-Term Occasional assignment by submitting an application to the Superintendent of Support Services or Designate.

ARTICLE #OT15 SALARY SCHEDULE

OT15.01 An Occasional Teacher shall be paid the following daily rate which includes vacation allowance of four percent:

Effective September 1, 2019	\$254.17
Effective September 1, 2020	\$256.71
Effective September 1, 2021	\$259.28

OT15.01.01 A Long-Term Occasional Teacher shall be paid at a per diem rate 1/194th of his/her grid placement, which includes vacation allowance of four percent as follows:

Effective September 1, 2019

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	49,309	51,324	56,627	59,215
1	51,795	54,035	59,822	62,672
2	54,282	56,749	63,018	66,130
3	56,768	59,460	66,211	69,586
4	59,257	62,172	69,406	73,040
5	61,742	64,883	72,599	76,497
6	64,229	67,593	75,793	79,956
7	66,718	70,306	78,990	83,411
8	69,201	73,018	82,185	86,865
9	71,689	75,729	85,379	90,325
10	74,175	78,441	88,572	93,780
11	79,608	84,273	95,295	100,975

Effective September 1, 2020

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	49,802	51,837	57,193	59,807
1	52,313	54,575	60,420	63,299
2	54,825	57,316	63,648	66,791
3	57,336	60,055	66,873	70,282
4	59,850	62,794	70,100	73,770
5	62,359	65,532	73,325	77,262
6	64,871	68,269	76,551	80,756
7	67,385	71,009	79,780	84,245
8	69,893	73,748	83,007	87,734
9	72,406	76,486	86,233	91,228

10	74,917	79,225	89,458	94,718
11	80,404	85,116	96,248	101,985

Effective September 1, 2021

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	50,300	52,355	57,765	60,405
1	52,836	55,121	61,024	63,932
2	55,373	57,889	64,284	67,459
3	57,909	60,656	67,542	70,985
4	60,449	63,422	70,801	74,508
5	62,983	66,187	74,058	78,035
6	65,520	68,952	77,317	81,564
7	68,059	71,719	80,578	85,087
8	70,592	74,485	83,837	88,611
9	73,130	77,251	87,095	92,140
10	75,666	80,017	90,353	95,665
11	81,208	85,967	97,210	103,005

- OT15.02** Should an Occasional Teacher replace a teacher for a period of ten (10) or more consecutive days that teacher shall be paid retroactively at the rate of a Long-Term Occasional teacher.
- OT15.03** A Long-Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity.
- OT15.04** A Short-Term Occasional teacher may attend a Professional Activity Day or any other in-service program on a voluntary basis without pay and with the approval of the Superintendent of Support Services or Designate. Any fees charged for an in-service program will be paid by the occasional teacher.
- OT15.05** Occasional teachers shall accrue teaching experience towards an additional increment. The teacher shall be placed on the next grid step when the experience is 0.5 or more. Experience is recognized at September 1st or the beginning of the first long-term assignment of each school year.
- OT15.06** The rate of pay is pro-rated based on work over 300 minutes/day.
- OT15.07** The occasional teacher who accepts a full-day teaching assignment with the Board is provided with an uninterrupted period for lunch, free from duty, of at least forty (40) consecutive minutes per day.
- OT15.08** In the event that a Long-Term Occasional Teacher is employed on a part-time basis, then the rate of pay for that teacher shall be based on the workload per semester and be pro-rated as per Article 20 of the Collective Agreement between the OSSTF District 4 Teachers' Bargaining Unit and the Near North District School Board and then calculated on a per diem basis as described in Article 15.01.01.

ARTICLE #OT16 METHOD OF PAY

- OT16.01** Occasional teachers shall be paid bi-weekly on every second Friday, with a two-week salary holdback.

- OT16.01.01** The payment shall be deposited electronically at the financial institution of the employee's choice and payment information shall be maintained in the employee portal which can be printed by the employee.
- OT16.01.02** Benefit plan contributions and deduction are provided on the pay statement with each pay which is available electronically on the employee portal.
- OT16.02.01** Errors in pay creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the Teacher may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall a teacher have monies deducted by the Board in conjunction with this article without first advising the teacher.
- OT16.02.02** Errors in pay creating an underpayment or non-payment (where no remuneration has been received for required work which has been performed) shall be recoverable back to the beginning of the school year in which the error was discovered and shall be recovered on the next pay.

ARTICLE #OT17 BENEFITS

- OT17.01** A Long-Term Occasional Teacher, teaching one semester or more, may participate in the employee Benefit Plan, exclusive of the Long-term Disability Plan, to the extent allowable under the terms of the plan.

ARTICLE #OT18 PREGNANCY LEAVE BENEFITS

- OT18.01** 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 exceed eight (8) immediately following the birth of her child but with no deduction from sick leave or the Short Term 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.

ARTICLE #OT19 DAILY ASSIGNMENTS

- OT19.01** The continuous employment of a Long-Term Occasional teacher shall be deemed to be unbroken in the event of emergency school closure.
- OT19.02** In the event of early dismissal of students resulting from emergency conditions, an Occasional Teacher shall receive full salary (pro-rated for occasional teachers assigned for part of a day) for the balance of the school day.
- OT19.03** Within ten school days of being hired, Long-Term Occasional Teachers shall receive a letter which includes a statement of the duration of their assignment.
- OT19.04** In the event that the duration of a long-term occasional teaching assignment changes, the Board shall endeavor to give five (5) days notice of such a change to the occasional teacher. If this notice is not given the occasional teacher may be paid for five (5) days in lieu of notice.

ARTICLE #OT20 LEAVES

- OT20.01** All items in Article 19 shall apply solely to Long-Term Occasional Teachers and any reference to "teacher" in this Article is to be interpreted as meaning a long-term occasional teacher.

- OT20.02.01** Each teacher shall be entitled to one (1) day of sick leave credit (pro- rated for part-time employment) for every ten (10) days of teaching time.
- OT20.02.02** All sick leave accumulated will be credited if the teacher subsequently obtains another long-term assignment or a permanent teaching position with the Board and there has been no break in employment that exceeds sixty (60) days.
- OT20.02.03** A maximum of 5 days sick leave may be accumulated and used in the next school year for periods during which the teacher has long-term assignments.
- OT20.03** The Board may require a certificate from a qualified medical or dental practitioner of the Board's choice for absences greater than five (5) days. The cost of such a certificate shall be paid by the Board.
- OT20.04** Any leave of absence requested by a Teacher for any of the following reasons shall be granted by the Principal and shall be with pay, and without loss of sick leave:
- OT20.04.01** where a teacher is writing examinations and:
- OT20.04.01.01** the examination is written in conjunction with improvement of qualifications or professional standing,
- and
- OT20.04.01.02** the examination is written during the school day,
- or
- OT20.04.01.03** the examination is written outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the examination location.
- OT20.04.02** where a teacher is attending his/her own graduation exercises or the graduation (grade 8, secondary or post-secondary) of his/her spouse, son, daughter or parent
- and;
- OT20.04.02.01** the exercises occur during the instructional day,
- or
- OT20.04.02.02** the exercises occur outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the graduation location.
- OT20.04.03** for absence occasioned by the birth or adoption of a son/daughter, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one (1) day;
- OT20.04.04** where a teacher is attending the funeral of a member of the family:
- OT20.04.04.01** In the case of immediate family as defined below, a leave of absence without deduction of salary or sick leave credit up to a maximum of five (5) days.
- OT20.04.04.02** in the case of a member outside the immediate family as defined below or a friend, one (1) day.

Definition - IMMEDIATE FAMILY - Parents, parents-in- law, spouse, children, brothers, sisters, grandparents, grandchildren. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave, subject to approval of the Manager of Human Resources or Designate. Spouse shall have the meaning as defined in the [Education Act](#) Section 1.0.1.

OT20.04.05 A teacher shall be allowed leave of absence from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that he/she receives as a juror or witness.

OT20.04.06 A leave may be granted, at the discretion of the Superintendent of Support Services or Designate, without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family shall be defined as per Article 19.04.04.02. It is to be established that every reasonable effort has been made to take care of the situation by other means. Extra time will be allowed wherever overnight travel is necessary.

OT20.04.07 Each teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the Medical Authorities.

OT20.05 Any leave of absence without pay of 3 days or less requested by a teacher that is not covered elsewhere in this article may be granted by the Principal. Leaves of more than 3 days may be recommended by the Principal and may be granted by the Superintendent of Support Services or Designate and shall be without pay.

OT20.06 Under the [Workplace Safety and Insurance Act](#), this Board provides protection for its teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative leave sick plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the teacher shall receive only the compensation award.

ARTICLE #OT21 PERSONNEL FILES

OT21.01 The personnel file respecting a teacher shall be maintained in the Personnel Department of the Board and shall be available and open to the teacher and/or a person authorized in writing to act on the teacher's behalf for inspection in the presence of a Board personnel department officer at any reasonable time during the regular working hours of the department.

OT21.02 The teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher.

OT21.03.01 If the teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in Article #21, the Board shall, within twenty school days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm, amend or remove the information.

OT21.03.02 Where the Board amends or removes information as outlined in this article, the Board shall notify the teacher within 7 days of such changes and, at the request of the teacher notify all persons who received a report based on the prior information.

OT21.04 A teacher may place comments on any materials kept on file pertaining to the teacher.

- OT21.05** No later than four (4) years after the date of issue, or less at the discretion of the Director, any disciplinary documents or adverse job-related correspondence contained within a teacher's personnel records and files shall be removed and returned to the teacher unless further disciplinary action has occurred for the same or similar offense within that period. This does not apply to documents or correspondence which the Board is required to retain by law. These will be kept in a sealed envelope separate from the teacher's files and will only be opened when the Board is required by law to open them.

ARTICLE #OT22 EVALUATION OF TEACHER PERFORMANCE

- OT22.01** The Board recognizes that Teacher Performance Appraisal shall be conducted in accordance with the Board's Policies and Procedures. The Board shall consult with the Bargaining Unit prior to making changes to the Board's Policies and Procedures with respect to Teacher Performance Appraisal.

ARTICLE #OT23 LOCAL GRIEVANCE PROCEDURE

OT23.01 Definitions

- OT23.01.01** A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- OT23.01.02** "Grievor" shall be defined as:
- i) the Bargaining Unit
 - ii) the Board.
- OT23.01.03** "Statement of Grievance" shall be in writing and shall include the name of the teacher, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this Agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.
- OT23.01.04** The "Grievance Committee" shall consist of:
- i) 2 trustees of the Board
 - ii) 2 members of the Bargaining Unit to be named by the Bargaining Unit;
 - iii) 1 member of the Board administrative staff.

- OT23.02** A representative of OSSTF shall be present to assist the teacher at any stage of this grievance and arbitration procedure.

- OT23.03.01** If a teacher, with the concurrence of the Bargaining Unit, wishes to initiate a complaint the procedure will start at Step I. If the grievor is the Bargaining Unit, the procedure may begin at Step I or Step II (i). If the grievor is the Board, the procedure will begin at Step II (i).
- OT23.03.02** Step I (i) The teacher and the Bargaining Unit representative will discuss the complaint with the appropriate Principal.
- Step I (ii) The Principal shall attempt to resolve the matter informally within 5 school days of the initial discussion. The Principal shall answer the complaint in writing.

Step I (iii) If the reply of the Principal is not acceptable to the Bargaining Unit, the Bargaining Unit may, within ten (10) school days, refer the complaint to the Superintendent of Support Services or Designate.

OT23.03.03 Step II (i) The Superintendent of Support Services or Designate shall attempt to resolve the grievance within 10 school days of referral. Failing settlement within the 10 school days mentioned, the Superintendent of Support Services or Designate shall immediately advise the grievor to prepare a Statement of Grievance.

Step II (ii) Within 10 school days of this advice the grievor shall send copies of the Statement of Grievance to the Superintendent of Support Services or Designate and the Bargaining Unit.

OT23.03.04 Step III (i) The Grievance Committee shall meet within 20 school days of the receipt of the Statement of Grievance by the Superintendent of Support Services or Designate. The committee shall review the dispute and attempt to resolve the grievance.

Step III (ii) If the Grievance Committee is unable to reach a decision within 5 school days of its initial meeting it shall declare an impasse.

OT23.03.05 Step IV (i) After declaring an impasse, the Grievance Committee shall remain constituted. The grievor, within 10 school days of the declaration of the impasse, shall give written notice of intention to submit the grievance to binding arbitration to the Superintendent of Support Services or Designate. The latter shall convene the Committee within 10 school days of receipt of notice to submit to arbitration.

Step IV (ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within 10 school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.

Step IV (iii) The decision of the arbitrator shall be binding on all parties. OT23.04 The cost of the arbitrator under Article 22.03.05 shall be shared equally by the Board and the Bargaining Unit.

OT23.05 Time limits established in this article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used as precedent in other grievances. Failure of a grievor to adhere to the time limits (as stated or extended by agreement) shall be deemed to be an abandonment of the grievance.

OT23.06 Failure of the Principal, the Supervisory Officer, or the Grievance Committee to adhere to the time limits shall be deemed to be failure of settlement, and the grievor may proceed to the next step in the grievance procedure.

OT23.07 A grievance in which the Board is the grievor may be referred directly to the Grievance Committee under Step III provided such reference is made within 20 school days of the occurrence giving rise to the complaint by the Board. Any such reference shall be preceded by discussion between representatives of the Board and Bargaining Unit. Notice for such discussion shall be given to the Bargaining Unit 10 school days prior to the meeting of the Grievance Committee.

OT23.08 **Grievance Mediation**

- OT23.08.01** 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.
- OT23.08.02** The timelines 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 that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- OT23.09.01** Parties have the right to be protected from repetitious grievances which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.
- OT23.09.02** No action of any kind shall be taken against any person because of participation in the grievance or arbitration procedures under this Agreement. The fact that a grievance is raised by a member of the Bargaining Unit, regardless of the ultimate disposition, shall not be recorded in the teacher's file, or in any file or record utilized in the promotion process. Such fact shall not be used in any recommendation for transfer.

ARTICLE #OT24 JUST CAUSE

- OT24.01** A Long Term Occasional Teacher under contract shall not be disciplined, dismissed, demoted, or suspended without just and sufficient cause.
- OT24.02** If the Board requires a teacher to meet with his/her supervisor in order to formally investigate the professional conduct of a teacher or in order to receive a reprimand, suspension, dismissal or any other form of discipline, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present. If the teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present no later than 48 hours.

ARTICLE #OT25 PROBATIONARY PERIOD

- OT25.01** All newly hired Long-Term Occasional Teachers shall serve a probationary period of thirty (30) school days. For the purposes of just cause, a lower standard (procedural fairness) may be applied for occasional teachers.

ARTICLE #OT26 CRIMINAL BACKGROUND CHECKS

- OT26.01** The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the [Education Act](#) or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Support Services or Designate and the teacher and/or designate.

ARTICLE #OT27 INFORMATION FOR OCCASIONAL TEACHERS

- OT27.01** A binder of materials will be prepared that can be shared with Occasional Teacher.

SIGNATURE PAGE

AGREEMENT BETWEEN
THE NEAR NORTH DISTRICT SCHOOL BOARD AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 4
TEACHERS' BARGAINING UNIT

Dated _____ **this** _____ **day of** _____ ,
at _____
(location) *(day)* *(month)* *(year)*

For the Board	For the Bargaining Unit
Assistant Manager of Human Resources	President
Bargaining Committee Member	Chief Negotiator
Bargaining Committee Member	Vice-President
	Bargaining Committee Member