

**COLLECTIVE AGREEMENT**

**between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
OSSTF District 29, Hastings – Prince Edward**

**representing**

**THE TEACHERS AND OCCASIONAL TEACHERS' BARGAINING UNIT**

**SEPTEMBER 1, 2019 AUGUST 31, 2022**



## **PART A**

### **Central Terms**

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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 (QECCO) 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:

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

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time.

**Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence:

\_\_\_\_\_

General Nature of Illness (*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)**

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



**LETTER OF AGREEMENT #1  
BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2  
BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #3  
BETWEEN**

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

**AND**

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

**RE: Central Items That Modify Local Terms**

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

**1. Certification Group/Category Rating Statement Provider**

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language, to accommodate the change in maximum average class size to 23:1.



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

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

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

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

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

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

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

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

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**RE: Qualifications Evaluation Council of Ontario (QECO)**

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

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

**LETTER OF AGREEMENT #5  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Provincial Working Group - Health and Safety**

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

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

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

**LETTER OF AGREEMENT #6  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Online Reporting Tool for Violent Incidents**

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

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

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

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

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

**LETTER OF AGREEMENT #7  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Half Day of Violence Prevention Training**

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8  
BETWEEN**

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

**AND**

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

**RE: Combined Teachers' Bargaining Units**

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

The Parties agree as follows:

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

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

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

**LETTER OF AGREEMENT #9**  
**BETWEEN**  
**The Ontario Public School Boards' Association**  
**(hereinafter called 'OPSBA')**  
**AND**  
**The Ontario Secondary School Teachers' Federation**  
**(hereinafter called the 'OSSTF')**

**RE: Long Term Disability Administration**

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

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

**A. Enrolment/Eligibility Administration**

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

**B. Premium Administration**

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



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

#### **C. LTD Claims Administration**

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

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

#### **D. OSSTF and OTIP are required to:**

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

**LETTER OF AGREEMENT #10  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Employee Life and Health Trust (ELHT) Committee**

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

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

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

**LETTER OF AGREEMENT #11  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Pilot on a Streamlined Arbitration Process Model**

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

The intent of the Model is to;

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

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

**LETTER OF AGREEMENT #12  
BETWEEN  
The Ontario Public School Boards' Association  
(hereinafter called 'OPSBA')  
AND  
The Ontario Secondary School Teachers' Federation  
(hereinafter called the 'OSSTF')**

**RE: E-Learning Implementation Committee**

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

**LETTER OF AGREEMENT #13  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: E-Learning Alternative Models**

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

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

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

**LETTER OF AGREEMENT #4  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

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

**1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

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

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

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

### **3.0.0 ELIGIBILITY and COVERAGE**

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
  - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee

groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
  - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
  - 3.1.4 No individuals who retire after the Board participation date are eligible.
  - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
  - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

#### **4.0.0 FUNDING**

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

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
  - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
  - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
  - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.



- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
  - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

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

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

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
  - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
  - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

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

### **5.1.0 Shared Services**

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan (“OTIP”) for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

## **5.2.0 Board of Trustees’ Responsibilities**

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
  - a. Validation of the sustainability of the respective Plan Design;
  - b. Establishing member contribution or premium requirements, and member deductibles;
  - c. Identifying efficiencies that can be achieved;
  - d. Adopting an Investment Policy; and
  - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
  - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
  - b. Fund claims stabilization or other reserves;
  - c. Improve plan design;
  - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
  - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
  - a. Use of existing claims stabilization funds;
  - b. Increased member share premium;
  - c. Change plan design;
  - d. Cost containment tools;
  - e. Reduced plan eligibility; and
  - f. Cessation of benefits, other than life insurance benefits.

## **5.3.0 Accountability**

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be

made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

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

## **6.0.0 TRANSITION COMMITTEE**

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

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

**1. PREGNANCY LEAVE BENEFITS**

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

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

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

## **PART B**

### **Local Terms**

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## **ARTICLE L1 RECOGNITION**

### **L1.0 The employer shall exercise its management rights in a reasonable manner.**

- L1.01 The Employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Employer and assigned as Teachers to one or more secondary schools or to perform duties in respect of such schools all or most of the time, (or who are on the Employer's roster of Occasional Teachers who may be assigned to a secondary school.)
- L1.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L1.03 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L1.04 The Employer further recognizes the right of OSSTF to represent a member at any disciplinary meeting, or any meeting with the Board that may lead to discipline.
- L1.04.01 A member shall have the right to OSSTF representation at any meeting which is part of an attendance management system or any meeting where the member's attendance history is to be discussed.
- L1.05 There shall be no reprisal against an OSSTF representative for actions undertaken in the course of their duties as a representative acting on behalf of OSSTF or a member of OSSTF.

## **ARTICLE L2 STRIKES AND LOCKOUTS**

- L2.01 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

## ARTICLE L3 DEFINITIONS

- L3.01 **“Average Daily Enrolment”** ADE refers to pupils enrolled in grades 9 through twelve excluding students 21 years of age and older.
- L3.02 **“Bargaining Unit”** refers to OSSTF District 29.
- L3.03 **“Bona fide opening”** is an available teaching position.
- L3.04 **“Education Centre - Secondary Branch”** includes contracted secondary school Teachers assigned to the Board Office.
- L3.05 **“Federation”** refers to District 29 OSSTF.
- L3.06 **“Home School”** is the school at which a Teacher is deemed to be a permanent employee.
- L3.07 **“Immediate Family”** shall be deemed to include the Teacher's father, mother, step-father, step-mother, spouse, brother, sister, child, grandparents, grandchildren, corresponding in-laws and others as recognized by Government of Ontario legislation.
- L3.08 **“Occasional Teacher”** shall bear the meaning given it in the Education Act, as amended from time to time.
- L3.09 **“OPE”** is the Official Projected Enrollment
- L3.10 **“Part-Time Teacher”** is a Teacher employed by the Board on a regular basis for other than full-time duty.
- L3.11 **“Qualified”** means that a Teacher is given permission to teach a subject or course as defined by the Minister of Education and is a member in good standing with the Ontario College of Teachers.
- L3.12 **“School Year”** is the minimum school year as defined by the Minister of Education.
- L3.13 **“Joint Staffing Committee”** is the body which manages the process for the interschool movement of Teachers.
- L3.14 **“Staffing Formula”** is the instrument used to calculate the number of Teachers on the staffs of the secondary schools of the Hastings and Prince Edward District School Board.
- L3.15 Central Staff are Teachers who are assigned to the Education Centre Secondary Branch for all or part of their contractual time to assist with program development, implementation and review.



L3.16 “**Unit of Administrative Strength**” is an amount of money or time allocated to a Teacher who assumes a leadership responsibility at his/her school.

#### **ARTICLE L4 DEDUCTION AND REMITTANCE OF UNION DUES**

L4.01 On each pay date that a Teacher receives a pay cheque, the Employer shall deduct from each Teacher the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts of dues shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

L4.02 The OSSTF dues deducted in accordance with 4.01 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 Teachers, the amounts deducted, the number of days worked and social insurance numbers.

L4.03 Dues specified by the Bargaining Unit in accordance with 4.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 29 at 114 Victoria Avenue, Belleville, Ontario, K8N 2A8, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, the amounts deducted, and the number of days worked.

L4.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

#### **ARTICLE L5 TERM OF COLLECTIVE AGREEMENT**

L5.01 This Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022 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*.

L5.02 Notwithstanding the period of notice cited in 5.01, either party may notify the other, in writing within the period commencing April 1 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*.

L5.03 If either party gives notice of its desire to negotiate amendments in accordance with Section 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*.

L5.04 No changes can be made to this Agreement without the mutual written consent of the

parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

## **ARTICLE L6 GRIEVANCE AND ARBITRATION**

### **L6.01 Definitions**

L6.01.01 A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, of any relevant legislation, or of an existing practice, including any question as to whether a matter arbitrable.

L6.01.02 A "party" shall be defined as:

L6.01.02.01 the Bargaining Unit (or Union);

L6.01.02.02 the Board (or Employer).

L6.01.03 "days" shall mean regular work days unless otherwise indicated.

L6.02 A member shall have the right to have present a representative from OSSTF to assist the Member at any stage during this grievance and arbitration procedure.

### **L6.03 Informal Stage**

A Member, with the concurrence of the Bargaining Unit, may initiate a complaint with the immediate supervisor (the Principal in the case of all Teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

### **L6.04 Grievance Procedure - Individual**

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

#### **Step 1**

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources or designate, who shall answer the grievance in writing within five (5) days after receipt of the grievance.

The grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Agreement or relevant legislation or existing practice; and
- ii. the clauses in the Collective Agreement or provision/section/article of the relevant legislation or existing practice alleged to be violated; and
- iii. the relief sought (remedy); and
- iv. the signature of the duly authorized official of the Bargaining Unit.

**Step 2**

If the reply of the Superintendent of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education (or the Secretary of the Board) or designate who shall answer the grievance in writing within five (5) days after receipt of the grievance.

**Step 3**

If the reply of the Director of Education (or the Secretary of the Board) is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

**L6.05 Grievance Procedure - Party**

In the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter.

**Step 1**

The party making the grievance may make a written grievance to the Director of Education (or the Secretary of the Board) or President of the Bargaining Unit, as the case may be, who shall answer the grievance in writing within five (5) days.

The grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Agreement or relevant legislation or existing practice; and
- ii. the clauses in the Collective Agreement or provision/section/article of the relevant legislation or existing practice alleged to be violated; and
- iii. the relief sought (remedy); and
- iv. the signature of the duly authorized official of the party making the grievance.

**Step 2**

If the reply of the President of the Bargaining Unit or the Director of Education (or the Secretary of the Board), as the case may be, is not acceptable to the party making the

grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

#### **L6.06 Grievance Mediation**

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.

The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

#### **L6.07 Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon request of either party.

Upon agreement of the Parties, the grievance shall be submitted to a Board of Arbitration. The written request of the Party seeking an Arbitration Board shall contain the name of the Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, with five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister of Labour upon request of either party.

A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

**L6.08** The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.

#### **L6.09 Cost**

The fees for grievance mediation, a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

**L6.10** Time restrictions may be extended if mutually agreed in writing.

**L6.11** There shall be no reprisals of any kind taken against any Member because of

participation in the grievance or arbitration procedure under this agreement.

L6.12 Should the investigation or processing of a grievance require that an involved Member or Bargaining Unit representative be released from regular duties, the Member shall be released without loss of salary or benefits.

L6.13 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

#### **ARTICLE L7 PROBATIONARY PERIOD**

L7.01 A newly-hired Teacher shall serve a probationary period of one (1) year.

L7.02 Newly hired Teachers shall be given access to the Technical Requirements Manual at the time of hiring.

#### **ARTICLE L8 CERTIFIED TEACHERS**

L8.01 For the life of this agreement, where the *Education Act* permits employers to employ persons without teaching certificates to provide services previously required to be provided by certified Teachers, the employer agrees to continue to employ certified Teachers to provide such services, subject to any other applicable provisions of this Collective Agreement.

#### **ARTICLE L9 RETIREMENT AND RESIGNATION DATES**

L9.01 The Teacher, other than in a case of Occasional Teachers, shall provide written notice by November 15 of the intention to resign or retire effective December 31 or January 31 (end of semester 1), and by March 31<sup>st</sup> of the intention to resign or retire effective June 30 or August 31. This Article shall not apply to Teacher's surplus to the system which is governed by Articles 53 and 54.

L9.02 Nothing herein prevents a Teacher, other than an occasional Teacher, and the Board from mutually agreeing to the Teacher's resignation at any time.

#### **ARTICLE L10 SICK LEAVE**

Sick Leave provisions are provided in Section C9.0 of Part A – Central Terms

L10.01 The employer shall maintain a sick leave plan for every Teacher who is a member of the Bargaining Unit.

L10.02 The employer shall do all things necessary for the proper administration and conduct of the plan.

L10.03 The employer shall maintain a record of each Teacher's credited and accumulated sick

leave and shall inform the Teacher in writing on or about October 1 of each year as to the crediting and accumulation of the Teacher's sick leave.

L10.04 Each full-time Teacher shall be credited with twenty (20) or more days sick leave on the first day following their return to duty, the unused balance of which shall be accumulated to the Teacher's sick leave account.

L10.05 Teachers who commence employment or who take a leave during the work year shall be credited with a pro-rated number of sick leave days rounded up to the nearest one-half of a day.

L10.05.01 Teachers who work a part-time schedule shall be credited with a pro-rated number of sick days in accordance with Section 32.01.

L10.06 Teachers shall be entitled to accumulate 240 sick leave days to their account. The Teacher's accumulated sick leave credits in this account shall be referred to as "Bank A".

L10.07 For any school year in which a Teacher's sick leave credits, as described in 10.06 above, are maintained at 240 days, the unused sick leave days not required for the purpose of maintaining the Teacher's "Bank A" at 240 days, will be credited to a supplementary sick leave account, which shall be referred to as "Bank B", to a maximum of 240 days.

L10.07.01 On September 1, 2000 for Teachers with 240 days in "Bank A" as of June 30, 2000, "Bank B" will be credited with the Teacher's unused sick leave credits for the 1999-2000 school year.

L10.07.02 "Bank B" Sick Leave Credits will be used for the purposes of Article L11 where the Teacher does not have 200 Sick Leave Credits in "Bank A".

L10.08 A Teacher who has been credited with sick leave by the employer under the sick leave provisions of a predecessor board or another collective agreement with this board shall be entitled to have such accumulated sick leave credited to the Teacher's current sick leave account.

#### **ARTICLE L11 SICK LEAVE CREDIT PAYMENT**

From Part A of Appendix A -

"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.

L11.01 The Employer shall pay to a Teacher, who has not fewer than five (5) consecutive years

of contracted service with the Hastings and Prince Edward District School Board, and who resigns for the purpose of retiring to a pension (including commuted value under the TPP Act) an amount equal to the Teacher's rate of salary, wages or other remuneration for one-half the number of days standing to the Teacher's credit in the Teacher's accumulated sick leave credit account.

$$L11.01.01 \quad SLCP = \frac{1}{2} \text{ of } \frac{CSL}{200} \times S \times \frac{N}{20}$$

L11.01.02 Where SLCP is the amount of sick leave credit payment; CSL is the number of accumulated Sick Leave Credits accrued in 10.06 ("Bank A"), and the balance of supplementary Sick Leave Credits accrued in 10.07 ("Bank B") to a maximum of 200 days; S is the Teacher's salary at the time of retirement; N is the number of years of contracted service to a maximum of twenty (20).

L11.01.03 The salaries of Teachers bridging to retirement shall be equal to the grid salary including all allowances except for responsibility allowances they would be receiving if they had not been participating in the plan.

L11.01.04 For retiring Teachers receiving LTD insurance benefits, the waiting period for insurance purposes shall not be subtracted from the number of cumulative sick days. These Sick Leave Credits shall be deposited in the Teacher's "Bank B".

L11.02 A Teacher who has elected to accept a part-time assignment as prescribed in The Education Act, Section 180 (3), shall be entitled to a sick leave credit payment as if the Teacher were full time.

L11.03 The Employer agrees to pay the sick leave credit payment in the next calendar year, if the Teacher so requests.

L11.04 Where a Teacher is retired compulsorily from the Board's service at the end of the school year in which the Teacher attains the age of 65 years and where because of this the Teacher would not be able to complete the required minimum of five (5) consecutive years of contracted service with the Board, or for other reasons acceptable to the Board, the Director of Education may authorize the granting of a sick leave credit payment in accordance with the other conditions contained in this plan.

L11.05 In the case of the death of an eligible Teacher prior to retirement, his/her estate designated beneficiary, if so named, or estate shall be entitled to a payment equal to the number of sick leave credits accumulated at the date of death to a maximum of one-half year's earnings at the rate received by the Teacher immediately prior to his/her death.

**ARTICLE L12 VOLUNTARY EARLY LEAVING PROGRAM**

L12.01 The Board and the Federation must be satisfied that any plan offered is financially viable.

**ARTICLE L13 STAFF DEVELOPMENT**

L13.01 The Board shall provide a fund in accordance with the chart below. To be used by the secondary schools for staff development activities during the year that are focussed on instructional practices and curriculum needs.

School Year	Joint Staffing Development Fund
2019-2020	\$50,000.
2020-2021	\$50,000.
2021-2022	\$50,000.

- L13.01.01 These funds shall be administered by the OSSTF District.
- L13.01.02 Money will be allocated to the schools on a prorated basis according to the school's FTE teaching staff to system FTE teaching staff.
- L13.01.03 The Board will rebate the funds to District 29 by October 15<sup>th</sup> and the Union will provide an accounting of the use of the funds upon request of the Board.
- L13.01.04 Any funds remaining in the Staff Development fund after August 31<sup>st</sup> of each school year shall be added to the allocation for the subsequent year and shall be administered by the District 29 Educational Services Committee.
- L13.01.05 The board recognizes the value of teacher driven professional development and when board approved will pay absences to attend professional development activities that occur during the school day.



L13.02 The Branch Staff Development Committee in each school shall consist of:

- L13.02.01 The Principal (or designate)
- L13.02.02 The OSSTF District 29 Educational Services Committee representative
- L13.02.03 The Branch President
- L13.02.04 Additional resource members as needed. Decisions and recommendations shall be made by the Committee as outlined above.

L13.03 The Branch Staff Development Committee shall:

- L13.03.01 administer staff development funds allocated directly to the school.
- L13.03.02 plan school staff development activities.
- L13.03.03 present a written report to the school's teaching staff on its activities and expenditures.

L13.04 The board will provide a fund for occasional teacher staff development in the amount of \$5,000.

#### **ARTICLE L14 LEAVES AND ABSENCES**

##### **L14.01 (CODE 1) Absence with pay due to illness with deductions from Sick Leave Credit Account**

- L14.01.01 Absence through illness of the Teacher for a period of five (5) consecutive working days or less may be certified by the School Principal or by the official of the Board in charge of the appropriate Department.
- L14.01.02 Absence for illness over five (5) consecutive working days must be certified by a licensed medical practitioner or certified by licentiate of dental surgery.
- L14.01.03 Where a Teacher is absent for illness for more than twenty consecutive working days, the Superintendent of Human Resources - Teaching Staff may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Teacher shall be entitled to payment under the Plan.
  - L14.01.03.01 The Superintendent of Human Resources - Teaching Staff may at any time require that a certificate be submitted by a medical practitioner or licentiate of dental surgery appointed by the Board.

L14.01.03.02 The Board shall reimburse the Teacher for the direct cost of issuing of the certificate required under Section 14.01.03.01.

L14.01.04 Teachers may be absent for dental/medical examinations.

**L14.02 (CODE 2) Absence with pay - items not chargeable to Sick Leave Account**

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Teacher:

- L14.02.01 for a period of quarantine when declared by the Medical Officer of Health or designate.
- L14.02.02 to serve as a juror or by reason of a subpoena being a witness in any proceeding to which he/she is not a party to 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 as a witness.
- L14.02.03 for a funeral in the immediate family, up to a maximum of five (5) working days for each bereavement; an extension may be granted by permission of the Superintendent of Human Resources, Teaching Staff.
- L14.02.04 for funerals other than immediate family up to one working (1) day for each bereavement.
- L14.02.05 to write the Teacher's post-secondary or university examination.
- L14.02.06 for the purpose of attending his or her own graduation, or the graduation of a member of the immediate family.
- L14.02.07 to attend the Teacher's own wedding/weddings in the immediate family (one working day only).
- L14.02.08 illness in the immediate family, four (4) working days/school year
- L14.02.09 concerns related to board chemicals (ie. paint)
- L14.02.10 non-attendance because of inclement weather subject to timely notification of the Principal or designate.
- L14.02.11 up to three days to attend the birth of, or responsibilities related to the birth of, a child, a surrogate child, or to receive an adopted child.

- L14.02.12 to attend the birth of a grandchild (1 working day)
- L14.02.13 special circumstances as approved by the Superintendent of Human Resources - Teaching Staff.

**L14.03 (CODE 3) Absence without Pay - items not chargeable to sick leave account**

Up to a maximum of five days per year shall be granted as follows:

- L14.03.01 Moving to a new place of residence. Leave granted for moving shall not exceed one (1) day in any one year which shall be the actual day of moving.
- L14.03.02 Weddings other than the Teacher's immediate family (one day only).
- L14.03.03 Personal reasons - Absence will not be approved immediately preceding or following Christmas or winter breaks except by approval of the Superintendent of Human Resources - Teaching Staff.
- L14.03.04 Special circumstances for reasons approved by the Superintendent of Human Resources - Teaching Staff.
- L14.03.05 Absence without pay shall be reported as an approved leave.
- L14.03.06 For absences without pay that are approved by Human Resources in advance of the school year, the salary deductions will be equalized over the pay periods of the school year provided the request is made in writing by June 30<sup>th</sup>.

**L14.04 MEDICAL UNPAID LEAVE OF ABSENCE**

- L14.04.01 A member who is unable to report for work as a result of illness or injury shall be considered to be on unpaid medical leave of absence even if their sick leave has expired, while the member works through options under the LTD contract.
- L14.04.02 A member on unpaid medical leave of absence shall remain covered by all terms and provision of this collective agreement, unless otherwise specifically stated, while the member works through options under the LTD contract.
- L14.04.03 The employer shall not terminate the employment of any employee on an approved unpaid medical leave of absence, for up to 2 years, or while the member is working through options under the LTD contract.

## ARTICLE L15 PREGNANCY AND PARENTAL LEAVE and FAMILY MEDICAL LEAVE

Pending the outcome of the HPEDSB and ETFO SEB settlement, OSSTF will receive the same level of benefit.

### L15.01 Definitions

- L15.01.01      **“Parent”** includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;
- L15.01.02      **“Parental leave”** means leave taken for the care of a child following:
- L15.01.02.01   the birth of the child ; or
- L15.01.02.02   the coming of the child into the custody, care and control of a parent for the first time.
- L15.01.03      **“Pregnancy leave”** means leave taken for purposes related to giving birth and/or recovering therefrom.

### L15.02 Pregnancy Leave

Pregnancy Leave shall be granted upon written request provided that:

- L15.02.01      the Teacher provides a certificate from a legally qualified medical practitioner stating the expected birth date;
- L15.02.02      the Teacher has been in the employ of the Board for a period of at least thirteen (13) weeks immediately preceding the expected birth date;
- L15.02.03      the Teacher notifies the Board in writing at least two (2) weeks immediately preceding the date the leave is to begin.
- L15.02.04      Pregnancy Leave may commence up to seventeen (17) weeks preceding the expected birth date and ends seventeen (17) weeks after the pregnancy leave began if the Teacher is intending to take parental leave for an additional thirty-five (35) weeks.
- L15.02.05      Nothing in this Article precludes a Teacher from:
- L15.02.05.01   entitlement to sick leave pay if the Teacher’s absence is due to illness arising out of the pregnancy prior to the maternity leave; or

L15.02.05.02 requesting sick leave, without providing further medical documentation, for up to the first thirty (30) days from the date of delivery if such Teacher has at least thirty (30) days of accumulated sick leave to her credit. Sick benefits will not apply to non-pay periods (e.g. summer break, Christmas break, mid-winter break). Should the Teacher require additional sick leave beyond the thirty (30) days, the Teacher shall be required to provide medical evidence from her physician. It is understood that time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave.

L15.02.05.03 the provisions of the Employment Standards Act

### **L15.03 Parental Leave**

L15.03.01 A Teacher who has been in the employ of the Board for at least thirteen (13) weeks shall be granted a parental leave without pay of up to thirty-five (35) weeks.

L15.03.02 The Teacher must give at least two (2) weeks written notice of the date on which the leave shall commence.

L15.03.03 The parental leave of a Teacher who takes a pregnancy leave shall begin when the pregnancy leave ends unless the child has not come into the custody, care and control of the parent for the first time.

L15.03.04 Parental leave shall begin no more than fifty-two weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

### **L15.04 General Provisions for Pregnancy and Parental Leave**

L15.04.01 During the fifty-two (52) weeks of pregnancy and/or parental leave the Teacher shall be entitled to all rights, benefits and privileges which would have been received had the Teacher been actively employed, including, but not limited to:

L15.04.01.01 accumulation of credit for seniority and experience for grid purposes;

L15.04.01.02 the benefits plan of this Agreement .

L15.04.02 Pregnancy and/or parental leave may be extended through Article L16.

- L15.04.03 Upon return from the pregnancy and/or parental leave the Teacher shall be reinstated to the position the Teacher held prior to the leave if it still exists or to a comparable position if it does not exist subject to the staffing process (see also Article L45).
- L15.04.04 A Teacher on pregnancy and/or parental leave shall be credited with seniority during the leave in the same manner as that credited for any other leave (see also Section 47.04.01).
- L15.04.05 Sick leave credit accumulated under the Board's plan at the time of commencing the unpaid pregnancy or parental leave shall not be augmented during the period of the leave but shall remain standing to the Teacher's credit upon resumption of teaching service subject to the conditions of the sick leave plan.

#### **L15.05 Pregnancy Leave SEB Top-Up**

- L15.05.01 For pregnancy leave only, and in lieu of the option to access sick leave for the presumptive period of recovery in accordance with 15.02.05.02, a Teacher who is eligible for E.I. may opt for a pregnancy leave SEB top-up, which top-up may be in addition to the SEB (if taken) which is available for the one-week waiting period.
- L15.05.02 It is understood by both Parties to this agreement that the pregnancy leave SEB top-up set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and procedures.
- L15.05.03 The pregnancy leave SEB top-up shall provide for the difference between what a Teacher received from E.I. and her regular wage for the maximum of the six week presumptive period of recovery.
- L15.05.04 It is understood that should a Teacher elect the option of SEB top-up rather than access to accumulated sick leave, that there shall be no deduction of sick leave for this period.

#### **L15.06 Supplemental Employment Insurance Benefit Plan**

- L15.06.01 The plan is to supplement the Employment Insurance benefits received by Teachers for temporary unemployment caused by Pregnancy and/or Parental Leave.
- L15.06.02 Teachers must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the plan.

L15.06.03      **Waiting Period**

The Employer shall provide for Teachers on Pregnancy Leave or Parental Leave, a Supplementary Unemployment Benefits (SEB) Plan providing for payment of 100% of salary for the waiting period in accordance with ESA legislation for E.I. benefits,

**For Pregnancy Leave**

For the remaining nine (9) weeks of Pregnancy Leave following the one-week waiting period and the seven (7) weeks of post-partum recovery, OR for the fifteen (15) weeks of Parental Leave following the one week waiting period, or any portion of both or either, the Board shall provide a Pregnancy/Parental Leave SEB top-up equal to the difference between sixty (60) percent of the Teacher's regular weekly salary and the weekly amount of the E.I. benefit.

This top-up is payable only during periods of time when a Member is required to be at work.

L15.06.04.01 Immediately following the seventeen (17) week pregnancy/parental leave or the fifteen (15) week parental leave identified in this Article, the Employer shall issue a SEB payment to the member equivalent to the EI received in the week immediately following the one (1) week waiting period.

L15.06.04      The duration of the plan is for the period covered by the Collective Agreement.

L15.06.05      Teachers do not have a right to Supplemental Employment Insurance Benefit payments except for supplementation of Employment Insurance benefits for the unemployment period as specified in the plan.

**L15.07 Return to Employment**

A Teacher who is returning from Pregnancy or Parental Leave as defined in the Employment Standards Act, shall give the Board at least four (4) weeks written notice of the date of return.

**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.

SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- b) 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.
- c) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- d) 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.
- e) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- f) 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.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- h) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) 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.
- k) A SEB plan with existing superior entitlements.

#### **L15.08 Family Medical Leave**

Family Medical Leave and Critically Ill child Care Leave provisions are also provided in Section C8.0 of Part A – Central Terms

- L15.08.01 Family Medical Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.
- L15.08.02 Family Medical Leave of up to eight (8) weeks shall be provided to any Teacher for the purpose of caring for or supporting a family member, as



defined herein, who suffers from a serious medical condition with a significant risk of death within twenty-six (26) weeks.

- L15.08.03 "Week" means a period of seven consecutive days beginning on a Sunday and ending on a Saturday.
- L15.08.04 Family Medical Leave is an unpaid leave of absence; therefore during the leave, no salary or allowance shall be paid. Upon return to work, the Teacher shall be placed on the salary schedule in accordance with the qualifications and experience the Teacher would have as if the Teacher had worked throughout the Family Medical Leave.
- L15.08.05 Seniority and credit for teaching experience and sick leave continue to accrue during Family Medical Leave as defined in this Article.
- L15.08.06 During Family Medical Leave, the Employer shall continue to pay its share of the benefit premiums. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to participate in a pre-authorized debit plan for the Teacher's share of the benefit premiums. The Teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the Teacher's account on the 15<sup>th</sup> of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any Teacher should any two payments be denied for reason of insufficient funds.
- L15.08.07 A Teacher who intends to take a Family Medical Leave shall notify the employer of the dates on which the Teacher intends to leave and return to active employment. The date for return to active employment shall be:
- i. the last day of the week in which the family member dies; OR
  - ii. the last day of the eight (8) weeks of Family Medical Leave
- whichever is earlier.
- L15.08.08 The Teacher will provide to the employer a medical certificate from the attending physician indicating that the member of the family suffers from a serious medical condition with a significant risk of death within 26 weeks.
- L15.08.09 For the purposes of this Article, "family" is defined as follows:
- i. the Teacher's spouse (including same-sex spouse)
  - ii. a parent, step-parent or foster parent of the Teacher
  - iii. a child, step-child or foster child of the Teacher or the Teacher's

spouse

#### **L15.09 Supplemental Unemployment Benefits (SUB) for Family Medical Leave**

- L15.09.01 Effective the first day of the month following ratification, the Employer shall provide for Teachers on Family Medical Leave, a Supplementary Unemployment Benefits Plan providing for 100% of the Teacher's allowable Employment Insurance Benefit, provided that the ~~two-week~~ waiting period falls within the school year. ~~Proof of receipt that the waiting period was served must be forwarded to the Payroll Department.~~
- L15.09.02 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 SUB is payable.
- L15.09.03 A Teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of E.I. benefits.
- L15.09.04 The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SUB is payable. A Teacher who is not required to serve a waiting period before E.I. benefits commence shall not be eligible to receive a SUB payment.

#### **ARTICLE L16 EXTENDED LEAVES OF ABSENCE**

L16.01 An Extended Leave of Absence may be granted by The Hastings and Prince Edward District School Board to a Teacher.

L16.02 Seniority will accrue on a full-time basis to all Teachers during the period of any leave granted by the Board.

- L16.02.01 Where a Teacher reduces teaching assignment from full-time to part-time, seniority will accrue to the Teacher on a full-time basis. The reduction in time, if approved by the Board, will be considered a part-time leave of absence.

L16.03 Leaves of absence will be rescinded if the Teacher's employment is terminated prior to the commencement of the leave due to Transfer & Surplus procedures.

L16.04 Applications for extended leaves of absence must be made in writing to the Superintendent of Human Resources.

L16.05 Every effort should be made to apply by April 30 or November 30 prior to the leave.

- L16.05.01 The Superintendent of Human Resources will consider approving two (2)

year leaves when there is documentation to support the need for such a leave.

L16.06 Following the expiry of the agreed leave period, if that leave period is two (2) consecutive school years or less, the Teacher will be returned to a position with the Board in the same school, subject to the procedures of the Transfer and Surplus Policy. Following the expiry of the agreed leave period of beyond two (2) consecutive school years, the Teacher will be returned to a similar position with the Board within a secondary school, subject to the procedures of the Transfer and Surplus Policy. In no case will a leave under this Article be greater than three (3) consecutive school years.

L16.07 No salary will be paid by the Hastings and Prince Edward District School Board except where otherwise stated in the leave plan.

L16.08 All Board administered benefits become the responsibility of the Teacher except where otherwise stated in the leave plan.

L16.08.01 Teachers may continue benefit coverage through the Board at their own cost. Payment for benefits is to be as mutually agreed by the Teacher and the Board.

L16.08.02 The number of days credited to a Teacher in the Cumulative Sick Leave Plan shall not be reduced by the granting of leaves, nor shall the Teacher be entitled to any accumulation of sick leave credits during the period of leave nor shall the period of leave be eligible for calculations for sick leave credit payment.

## **ARTICLE L17 SHORT TERM LEAVE PLAN**

### **L17.01 Short Term Leaves**

Short Term Leaves are designed to allow permanent Teachers to apply for short term personal leaves of absence not otherwise covered by this Collective Agreement ***Short Term Leave Conditions***

L17.01.01 Those applying must have successfully completed their probationary period.

L17.01.02 Approved Short Term Leaves will be without pay.

L17.01.03 Benefits will continue to be paid by the Board while the Teacher is on a Short Term Leave.

L17.01.04 The Board will reimburse the Teachers' Pension Plan contributions

L17.01.05 Teachers may apply at any time for this leave during the year.

- L17.01.06 Applications must be made in writing to the Superintendent of Human Resources with a copy to OSSTF. Approval will be at the sole discretion of the Board.
- L17.01.07 Applications must be received at least a month in advance of the anticipated leave, unless unforeseen circumstances arise. Applications should outline the reason for the leave, (which will be kept confidential), duration of the leave and educational program plan for coverage of the responsibilities while on leave.
- L17.01.08 An Occasional Teacher will be hired to replace a Teacher on a Short Term Leave.

#### **ARTICLE L18 SUBSIDIZED EDUCATIONAL LEAVE PLAN**

- L18.01 The Board may grant to a Teacher, who has completed the probationary period in the employ of the Hastings and Prince Edward District School Board, a Subsidized Educational Leave.
- L18.02 A Teacher desiring a Subsidized Educational Leave shall apply in writing to the Superintendent of Human Resources, outlining the goals of the leave.
- L18.03 The Superintendent may refuse to recommend the application and advise the Teacher of the reasons, or the Superintendent may endorse the application for consideration by the Director of Education, who may make recommendations to the Board.
- L18.04 The Board's decision in this matter shall be final. The Teacher may request a review through the grievance procedure.
- L18.05 An amount equal to 37.5% of the average secondary Teacher's salary at the date of the commencement of the leave shall be paid to the Teacher granted a Subsidized Educational Leave.
- L18.06 A Teacher granted leave shall, before going on such leave, execute an agreement with the Board to remain in the employ of the Board for a minimum of two (2) years following the Teacher's return from the leave.
- L18.07 Leaves shall not be granted for the purpose of upgrading salary. Leaves may be granted so that Teachers may broaden qualifications.
- L18.08 Required deductions, i.e. Teachers' Pension Plan, Income Tax, Employment Insurance will be made on the basis of actual salary paid. The cost of other benefits, i.e. Dental, Life Insurance, etc., will be pro-rated based on percentage of actual salary paid.
- L18.09 Cumulative sick leave shall not be reduced by the granting of the leave nor shall the Teacher be entitled to accumulate sick leave credits during the leave, nor shall the leave

period be counted toward calculations for sick leave credit payment.

L18.10 The leave, should it occur within the five (5) years previous to retirement, will not be considered as disrupting consecutive years of experience.

L18.11 Applications are to be received on or before January 15.

L18.12 Applications are to be approved (or not approved) on or before March 1, and the applicant notified in writing by the Director.

L18.13 Leaves will be administered in such a way that there will be no cost to the Board.

#### **ARTICLE L19 DEFERRED SALARY LEAVE PLAN**

L19.01 The Deferred Salary Leave Plan provides Teachers with the opportunity to take a Leave of Absence for a specified period of time and to finance the leave by means of salary deferral.

L19.02 Any Teacher who has completed the probationary period is eligible to participate in the Plan.

L19.03 Applications for participation in the Plan should be made in writing to the Superintendent of Human Resources by March 31 of each school year.

L19.04 Participation in the Plan shall not be unreasonably denied by the employer.

L19.05 In each year of the Plan preceding the year of leave, a Teacher will be paid a reduced percentage of salary. The remaining percentage, which shall not exceed 33 1/3% of the Teacher's annual salary, will be deferred and shall be retained by the employer to finance the year of leave.

L19.06 The employer shall deposit the retained percentage of the Teachers' annual salary in an account in the name of the Teacher and shall pay any interest earned to the Teacher each year it is earned.

L19.07 While a Teacher is participating in the deferral period any benefits tied to salary level shall be based on the salary the Teacher would have received had the Teacher not been participating in the Plan.

L19.08 During the Teacher's leave of absence the employer shall continue to pay its share of premium costs for any benefits which the Teacher elects to maintain. The Teacher shall be responsible for remitting his/her share of applicable premium costs.

L19.09 During the Teacher's leave of absence the Teacher shall be paid according to the method of payment outlined in Article L38.

## L19.10 Conditions of Leave

- L19.10.01 The leave of absence may be for one (1) semester (if in full-time attendance at a designated educational institution) or one (1) year.
- L19.10.02 The leave shall commence no later than five (5) years after the date of the first deferral of salary.
- L19.10.03 A Teacher may not receive any compensation from the employer during the period of leave other than the deferred salary plan's salary plus accumulated interest.
- L19.10.04 A Teacher returning from leave shall remain in the employ of the employer for a period of time at least equal to the period of time that the Teacher was on leave.
- L19.10.05 Deferred salary plus any accumulated interest shall be paid to the participating Teacher not later than the end of the first taxation year after the expiration of the five-year period notice in Section 19.10.02.
- L19.10.06 A Teacher may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Payment of deferred income plus accumulated interest shall be made to a Teacher withdrawing within sixty (60) days of receipt of the notice of the Teacher's wish to withdraw.
- L19.10.07 Sick leave credits shall not accumulate during the leave period.

L19.11 During the leave period, Teachers will have the option of having pension deductions made.

L19.12 Should a Teacher die while participating in the Plan, any monies accumulated, plus interest accrued, at the time of death shall be paid to the Teacher's designated beneficiary or alternately, to the Teacher's estate.

L19.13 Teachers participating in the Plan shall be required to sign an agreement with the employer setting out the conditions of the Plan. A copy of the agreement shall be provided to OSSTF District 29.

L19.14 On return from leave a Teacher will be assigned the same position held prior to taking leave or to a comparable position subject to the Staffing process.

L19.15 A Teacher returning from leave shall receive credit for seniority for the period of the leave.

## **ARTICLE L20 FEDERATION LEAVE**

L20.01 Commencing in the 2004-2005 school year, the Federation shall reimburse the Employer at the salary rate for a member in Category 1, Step 0, provided the Board qualified for and receives the Employment Insurance Commission (EIC) rebate, The Board agrees to pay to the Federation twelve twelfths (12/12) of the EI rebate.

L20.02 The Board agrees to pay to the Federation the Teacher's share of the EI rebate no later than March 31<sup>st</sup> of each school year.

L20.03 Additional Federation Leave shall be granted to a maximum of 2.0 FTE teaching positions. The Board shall be notified no later than May 31 prior to the leave.

L20.03.01 OSSTF District 29 shall reimburse the Board for any additional Executive Officer(s) at the salary rate for a member in Category 1, Step 0.

L20.04 Additional days of Federation Leave, granted at the request of OSSTF District 29, with notice to the Superintendent of Human Resources, shall be reimbursed at the cost of the occasional Teacher's daily rate.

L20.05 In addition to the persons released in Article L20.04, at the request of the Union, the board shall release members of the Bargaining Unit's negotiating team. The Board will allow to the Union the equivalent of 10 days of release time per school year at the Board's expense to be used for purposes related to negotiations and contract maintenance.

L20.06 Days spent on Federation Leave shall be deemed to be time worked and the Teachers shall be entitled to all rights and privileges of the Collective Agreement, including but not limited to, full salary including benefits, experience and sick leave accumulation.

## **ARTICLE L21 BENEFITS PLAN**

### **L21.01 Master Policy**

A copy of the master policy or policies of the insured benefits plan shall be given to the Union. In the event of a decision to change carriers, the Board agrees to implement the same coverage described in the master policies or such other plan that the Union agrees is an appropriate substitution. No amendment of any plan by either party shall be made without the written consent of the other party.

### **L21.02 Benefit Participation During Lay-Off**

A Teacher who is laid off may continue to participate in one or more of the benefit plans, until the right to recall expires, provided the Teacher pays the total cost of such plans.

### **L21.03 Benefits for Part-Time Teachers**

The Board's contributions to benefit premiums will be pro-rated for part-time Teachers.

### **L21.04 Benefits While on a Leave of Absence**

A Teacher who has been granted a leave of absence under the terms of this Collective Agreement shall have the right to continued participation in any of the benefit plans at the Teacher's expense, unless otherwise specified.

### **L21.05 Group Life Insurance Plan**

L21.05.01 This plan provides basic coverage of \$25,000 or \$100,000.

L21.05.02 The Board agrees to contribute one hundred percent (100%) of the assessed premium for the coverage of \$100,000 under the plan for full-time employees. The premium is prorated for part-time Teachers.

L21.05.02.01 If a part-time employee does not want to pay the difference in premium, he/she may elect coverage of \$25,000, which is paid in full by the Board.

L21.05.03 Optional amounts in multiples of \$25,000.00 may be elected by the Teacher.

L21.05.04 The maximum amount of Basic and Optional Insurance combined is \$200,000.

L21.05.05 The Group Life Insurance Plan shall be available to all regularly employed Teachers in accordance with the eligibility requirements of the plan.

L21.05.06 There shall be compulsory participation in the Group Life Insurance Plan.

L21.05.07 In addition, the Board agrees to pay the cost of \$100,000.00 Accidental Death Coverage.

### **L21.06 Extended Health Care Insurance Plan**

L21.06.01 The Board agrees to pay one-hundred percent (100%) of the premium cost of an Extended Health Care Plan which includes Private and Semi-Private coverage.

L21.06.01.01 The Extended Health Care Plan shall not provide coverage for Over the Counter drug claims. The dispensing fee cap shall be \$7.00.



- L21.06.02 The Board agrees to pay 100% of the cost of the premium for the Vision Care Rider.
- L21.06.03 The Extended Health Care Insurance Plan shall be available to all regularly appointed Teachers on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.
- L21.06.04 The Extended Health Care Insurance Plan will include the Deluxe Travel Plan.

#### **L21.07 Dental Plan**

- L21.07.01 The Board agrees to pay 100% of the premium cost of a dental plan at the current minus one year Ontario Dental Association schedule of fees with rate changes effective September, coverage effective September 1.
- L21.07.02 The Dental Plan shall be available to all regularly appointed Teachers on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.
- L21.07.03 Pit and Fissure Sealants. The Board agrees to administer a Pit and Fissure Sealants Plan and pay 100% of the premium.
- L21.07.04 The Board agrees to pay 75% of the premium cost of Dental Rider #3, Orthodontic Services.
- L21.07.05 The Board agrees to pay 75% of the premium cost of Dental Rider #4, Restorative Services.

## **L21.08 Long Term Disability Insurance Plan**

- L21.08.01 The Teachers agree to pay 100% of the premium cost of a Long-Term Disability Insurance Plan.
- L21.08.02 The Long-Term Disability Insurance Plan shall be available to all regularly employed Teachers (excluding occasionally employed Teachers) in accordance with the eligibility requirements of the plan.
- L21.08.03 The conditions of enrollment in the Long-Term Disability Plan for all Teachers transferred from the predecessor boards on January 1, 1998 shall prevail.
- L21.08.03.01 Conditions for those transferred from Hastings County:  
There shall be compulsory participation in the Long-Term Disability Plan for all Teachers hired after 1985 September 01.
- L21.08.03.02 Conditions for those transferred from Prince Edward County: Participation is voluntary.
- L21.08.04 There shall be compulsory participation in the Long-Term Disability Plan for all Teachers hired by this Board or its predecessor boards after 1998 September 01.

L21.09 The Board agrees to provide 100% of the Extended Health Care Insurance Plan and the Dental Plan as outlined in Sections 21.06 and 21.07 for a Teacher claiming Long Term Disability Insurance benefits to a maximum of two (2) years.

## **ARTICLE L22 WORKPLACE SAFETY AND INSURANCE**

- L22.01 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the Hastings and Prince Edward District School Board shall pay full salary, deducting from cumulative sick leave the number of days equivalent to the fraction of salary between compensation payments and full salary. Payments by the Workplace Safety Insurance Board shall be made to the Board. If such Teacher is unable to be further employed by the Board owing to such injury or accident, the Teacher shall thereafter receive full salary up to the limit of his/her cumulative sick leave credits.
- L22.02 Staff that are on the School Advisory Health and Safety Committee shall, under the direction of the Principal and as required by the *Act*, carry out the inspections of the workplace. Time involved will be counted as credit against On-calls/supervision as per Table 60.01 where the staff member has not been relieved of regular classroom duties. Training, as required by the *Act*, will be provided by the Board during the regular day, or where not possible, time involved will be credited against On-calls/supervision as per Table 60.01.

L22.03 Notwithstanding 60.01, the District Health and Safety Officer shall be removed from their school's on-call/supervision schedule.

L22.04 The Board recognizes its obligations and is committed to ensure the safety of teachers. The Board recognizes the importance of promoting a safe and healthy environment for all employees and of fulfilling its duties and obligations under the Occupational Health and Safety Act and its accompanying regulations. In accordance with the relevant legislation the Board operates a Joint Health and Safety Committee. Teachers will be provided with the necessary training, as required by the Health and Safety Act.

L22.05 The Board is committed to providing a work environment that is free of workplace harassment as defined by the OHS Act, and subsequent board procedures. The Board is committed to the implementation of measures and procedures to report and deal with incidents and complaints of workplace harassment, and to provide workers with information on the contents of the workplace harassment procedure.

**ARTICLE L23 CANADA SAVINGS BONDS PLAN (NOTE: It was determined during collective bargaining 2019-2021 that this program would not be offered)**

L23.01 The Board agrees to administer a Canada Savings Bond payroll deduction plan for the Teachers covered by this Agreement.

**ARTICLE L24 R.R.S.P. PAYROLL DEDUCTION**

L24.01 The Board agrees to administer RRSP payroll deduction plans.

**ARTICLE L25 SAFETY EQUIPMENT**

L25.01 If a Teacher is required to have safety equipment, as determined by the Joint Health and Safety Committee, the Board shall provide such equipment or shall reimburse the Teacher for the cost of the equipment. The expenditure must be approved prior to purchase. Reasonable expenditures will be approved by the appropriate superintendent.

**ARTICLE L26 SECONDARY PANEL GRID**

**L26.01 1.0% September 1, 2019, September 1, 2020 & September 1, 2021**

<b>Grid</b>	<b>S1</b>	<b>S2</b>	<b>S3</b>	<b>S4</b>
<b>Year</b>	<b>Sept. 1/19</b>	<b>Sept.1/19</b>	<b>Sept.1/19</b>	<b>Sept.1/19</b>
<b>0</b>	<b>\$51,780.</b>	<b>\$53,639.</b>	<b>\$58,823.</b>	<b>\$63,668.</b>
<b>1</b>	<b>\$54,769.</b>	<b>\$56,051.</b>	<b>\$61,510.</b>	<b>\$66,534.</b>
<b>2</b>	<b>\$57,177.</b>	<b>\$58,574.</b>	<b>\$64,193.</b>	<b>\$69,841.</b>
<b>3</b>	<b>\$59,524.</b>	<b>\$61,211.</b>	<b>\$67,081.</b>	<b>\$73,194.</b>
<b>4</b>	<b>\$62,484.</b>	<b>\$63,965.</b>	<b>\$70,101.</b>	<b>\$75,939.</b>
<b>5</b>	<b>\$64,890.</b>	<b>\$66,843.</b>	<b>\$73,255.</b>	<b>\$79,538.</b>
<b>6</b>	<b>\$66,934.</b>	<b>\$69,851.</b>	<b>\$76,552.</b>	<b>\$82,926.</b>
<b>7</b>	<b>\$69,560.</b>	<b>\$72,995.</b>	<b>\$79,996.</b>	<b>\$86,657.</b>
<b>8</b>	<b>\$72,246.</b>	<b>\$76,278.</b>	<b>\$83,597.</b>	<b>\$90,558.</b>
<b>9</b>	<b>\$75,232.</b>	<b>\$79,618.</b>	<b>\$87,357.</b>	<b>\$94,634.</b>
<b>10</b>	<b>\$79,511.</b>	<b>\$83,201.</b>	<b>\$93,599.</b>	<b>\$100,979.</b>

<b>Grid</b>	<b>S1</b>	<b>S2</b>	<b>S3</b>	<b>S4</b>
<b>Year</b>	<b>Sept. 1/20</b>	<b>Sept.1/20</b>	<b>Sept.1/20</b>	<b>Sept.1/20</b>
<b>0</b>	<b>\$52,298.</b>	<b>\$54,176.</b>	<b>\$59,412.</b>	<b>\$64,305.</b>
<b>1</b>	<b>\$55,317.</b>	<b>\$56,612.</b>	<b>\$62,125.</b>	<b>\$67,199.</b>
<b>2</b>	<b>\$57,749.</b>	<b>\$59,160.</b>	<b>\$64,835.</b>	<b>\$70,539.</b>
<b>3</b>	<b>\$60,120.</b>	<b>\$61,823.</b>	<b>\$67,752.</b>	<b>\$73,926.</b>
<b>4</b>	<b>\$63,109.</b>	<b>\$64,605.</b>	<b>\$70,802.</b>	<b>\$76,698.</b>
<b>5</b>	<b>\$65,538.</b>	<b>\$67,511.</b>	<b>\$73,988.</b>	<b>\$80,333.</b>
<b>6</b>	<b>\$67,603.</b>	<b>\$70,549.</b>	<b>\$77,318.</b>	<b>\$83,755.</b>
<b>7</b>	<b>\$70,255.</b>	<b>\$73,725.</b>	<b>\$80,796.</b>	<b>\$87,524.</b>
<b>8</b>	<b>\$72,969.</b>	<b>\$77,041.</b>	<b>\$84,433.</b>	<b>\$91,463.</b>
<b>9</b>	<b>\$75,984.</b>	<b>\$80,415.</b>	<b>\$88,231.</b>	<b>\$95,580.</b>
<b>10</b>	<b>\$80,306.</b>	<b>\$84,033.</b>	<b>\$94,535.</b>	<b>\$101,989.</b>

Grid	S1	S2	S3	S4
Year	Sept. 1/21	Sept.1/21	Sept.1/21	Sept.1/21
0	\$52,820.	\$54,717.	\$60,006.	\$64,948.
1	\$55,870.	\$57,178.	\$62,746.	\$67,871.
2	\$58,326.	\$59,751.	\$65,489.	\$71,244.
3	\$60,721.	\$62,441.	\$68,430.	\$74,665.
4	\$63,740.	\$65,251.	\$71,510.	\$77,465.
5	\$66,194.	\$68,186.	\$74,728.	\$81,136.
6	\$68,279.	\$71,255.	\$78,091.	\$84,593.
7	\$70,958.	\$74,462.	\$81,604.	\$88,399.
8	\$73,698.	\$77,811.	\$85,277.	\$92,378.
9	\$76,744.	\$81,219.	\$89,113.	\$96,536.
10	\$81,109.	\$84,873.	\$95,480.	\$103,008.

Grid compression will continue in like-fashion until such time as Step 11 becomes Step 10.

#### **ARTICLE L27 INCREMENTS**

L27.01 Increments shall be as contained in the Salary Schedule to, but not exceeding, the maximum of each level, the incremental date being September 1 each year.

#### **ARTICLE L28 CERTIFICATION**

L28.01 Throughout this agreement references to OSSTF Certification Rating Statements or OSSTF Certification Rating Categories are related only to the current OSSTF Certification Rating Plan up to the change to the Qualifications Evaluation Council of Ontario (QECO) as the rating provider.

#### **ARTICLE L29 SALARY LEVEL PLACEMENT**

L29.01 Category classification shall be those established by the Ontario Secondary School Teachers' Federation. For the purpose of salary categorization the Board recognizes that, except for errors and omissions, the Certification Rating Statement issued by the OSSTF Certification Board shall or QECO Evaluation Council shall be final.

L29.02 It shall be the responsibility of a Teacher to provide the Board with documentary proof in the form of an OSSTF Certification Rating Statement or QECO Qualification Rating Statement as to his/her appropriate category rating.

L29.03 Where no OSSTF Certification Rating Statement or QECO Qualification Rating Statement is available, that secondary school Teacher shall be placed in Category 1 of the salary schedule.

### **ARTICLE L30 SALARY LEVEL ADJUSTMENT**

L30.01 For secondary school Teachers the OSSTF Certification Rating Statement or QECO Qualification Rating Statement endorsed with a category rating is the document accepted by the Board for the purpose of making salary level adjustments.

L30.02 Upon receipt of an OSSTF Certification Rating Statement or QECO Qualification Rating Statement, a newly hired Teacher shall be paid retroactively to the first day worked at the salary level appropriate to the higher category rating. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond one school year worked.

L30.03 A Teacher qualifying for category change under the OSSTF Certification Plan or QECO Qualification Plan in effect on the date of the Teacher's application shall be entitled to the salary rate reflected in the higher category commencing with the month worked following the month in which the requirements for the category change were satisfied. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond one school year worked.

L30.04 A Teacher requesting a change in category by OSSTF under the OSSTF Certification Plan or QECO Qualification Plan shall file a copy of the application for certification change with the Human Resources Officer, Teaching Staff, coincident with the application to OSSTF.

L30.05 A Teacher who fails to file a copy of the application for certification change with the Board shall be entitled to the salary rate reflected in the higher category commencing with the month following the date on which the OSSTF Certification Rating Statement or QECO Qualification Rating Statement was submitted to the Board.

### **ARTICLE L31 DETERMINATION OF SALARIES**

L31.01 Establish the correct Level on the Salary Schedule according to OSSTF Certification Rating Statement or QECO Qualification Rating Statement category or as otherwise provided for in this agreement.

L31.02 In the Level decided according to Section 31.01 above, establish the correct number of full years of approved and certified teaching experience, such placement not to exceed the number of years of experience provided for in the Level concerned.

L31.03 Add to the salary arrived at in Sections 31.01 and 31.02 above, any related experience allowance to which the Teacher may be entitled under this agreement, provided that the combined teaching and related experience allowances do not exceed the maximum salary provided for in the Level concerned.

L31.04 Add to the salary arrived at in Sections 31.01, 31.02 and 31.03 above, any responsibility or additional degree allowances provided for in this agreement.

#### **ARTICLE L32 PART-TIME TEACHERS**

L32.01 Except as otherwise provided in this Agreement, the salary, sick leave credits and other entitlements of a part-time Teacher shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment as defined in Article L60. Such prorating shall be administered in accordance with the chart in Section 60.01.

L32.02 Part-time Teachers are eligible for all benefits. The amount of premium paid by the Teacher and the Board will be pro-rated according to the percentage of teaching assignment.

L32.03 Part-time classroom Teachers shall be required to perform duties on a proportionate basis expected of a full-time classroom Teacher in accordance with the charts set out in Section 60.01 a), b) and c).

L32.04 Any required proration of grid salary shall be based on the chart set out in Section 60.01. Teachers who leave during the semester in a semestered school shall have their salary prorated based on the number of days worked in each semester multiplied by their FTE in that semester divided by the total number of days within the semester.

L32.05 Full-time Teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and other entitlements under the Collective Agreement up to the date of retirement/resignation or commencement of the leave.

#### **ARTICLE L33 TEACHER IN CHARGE - TERMS AND CONDITIONS**

L33.01 The Parties agree that a Teacher who is a member of the Bargaining Unit may substitute for an absent principal/vice-principal on a temporary basis not to exceed forty (40) days in a school year.

L33.02 The Teacher in Charge shall be paid a per diem rate of \$51.50 in addition to the employee's regular salary. Payment will be made in full or half days. The Teacher in Charge will receive this extra payment on the last pay date in December and the last pay date in June.

L33.03 The Teacher will continue to be subject to all terms and conditions of this collective agreement and shall not discipline or evaluate other members of the Bargaining Unit.

L33.04 Nothing in this Article prevents the Teacher from resuming the Teacher's Bargaining Unit duties subject to forty-eight (48) hours written notice to the appropriate supervisor (Principal/Superintendent).

L33.05 An Occasional Teacher employee shall be hired to replace a member of the Bargaining Unit who is acting to replace a Principal/Vice-Principal who is absent for a period of not less than a day.

#### **ARTICLE L34 RESPONSIBILITY ALLOWANCES**

Effective September 1, 2019:

September 1, 2019 Major \$4975.00 Minor \$3315.00

September 1, 2020 Major \$5025.00 Minor \$3348.00

Effective upon ratification and implementation of the new Lead Teacher model, a Lead Teacher in charge of a department shall be paid the following responsibility allowance:

September 1, 2021 \$5200.00

September 1, 2022 \$5252.00 (reflective of the 1% central increase)

L34.01 Where the Board establishes a new position of responsibility to be filled by a Teacher who comes within the scope of this Agreement, the Board and District 29 OSSTF agree to establish a responsibility allowance or salary consistent with established responsibility allowances or salaries.

L34.01.01 The final rate established shall be effective from the time the position was originally introduced.

L34.02 The salary of a support staff (including but not limited to: Coordinator, Consultant, System Team Leader) at the Board Office or for any new position referred to in 34.02, if a member of OSSTF and covered by this Collective Agreement, will be his/her salary grid placement and a responsibility allowance allocation of a Major Head as in Article L34.01.

#### **ARTICLE L35 RELATED TRADE OR PROFESSIONAL EXPERIENCE ALLOWANCE**

L35.01 At the discretion of the Superintendent of Human Resources - Teaching Staff, related trade or professional experience may be given for previous employment subject to the following:

L35.01.01 A year of related or professional experience consists of twelve (12) months of such experience.



- L35.01.02 A Teacher shall receive credit for technical/related experience year for year, up to a maximum of five (5) grid steps.
- L35.01.03 Grid steps for trade or professional experience will be granted in the same manner as other teaching experience.
- L35.01.04 In no case may the combined experience for related trade or business or professional experience exceed five (5) years.

L35.02 In no circumstances may recognition of related trade or professional experience result in the appropriate salary for a Teacher exceeding the salary level maximum in the salary schedule.

## **ARTICLE L36 GRADUATE AND POST-GRADUATE DEGREE ALLOWANCES**

### **L36.01 Definitions**

- L36.01.01 A post-graduate degree is an earned degree at the doctoral level.
- L36.01.02 A graduate degree is an earned degree at the Masters' level.
- L36.01.03 An additional degree is an earned degree not at the Doctoral or Masters' level but is a degree (usually a Bachelors' Degree) conferred after the first undergraduate degree.

L36.02 All degrees for which additional allowances are made are to be degrees from a Canadian University. Where degrees have been conferred by other than Canadian Universities, the holder is responsible for providing equivalence to a Canadian Degree at the same level.

- L36.02.01 Any Teacher who was employed with this Board or its predecessors prior to this agreement and had this allowance paid will continue to have the allowance paid.

L36.03 Where a second degree or part of that degree is used for the purpose of obtaining a higher OSSTF Certification Rating Statement or QECO Qualification Rating Statement category, the degree shall not qualify for any additional allowance.

### **L36.04 Allowances**

- L36.04.01 A Teacher who is not at maximum on the salary grid shall be credited with one (1) grid step in recognition of an additional degree at the Masters' or Doctoral level. Should more than one post-graduate degree be obtained the maximum teaching experience credit will be one (1) grid step.

Following the completion of the year at the maximum grid step, a Teacher who holds a degree at the Masters' or Doctoral level shall be paid the applicable degree allowance over and above the maximum grid salary.

Credit for additional degree(s) will not be granted when the additional degree(s) is also used as a qualification for higher category placement, or for a specific responsibility allowance.

The degrees at the Masters' or Doctoral levels referred to are graduate degrees from an accredited university. In case of doubt, a statement from the OSSTF Certification Board or QECO Evaluation Council is required.

L36.04.02 For a Master's Degree (or B. PaEd.) the allowance shall be:

September 1, 2019	\$850.42
September 1, 2020	\$858.92
September 1, 2021	\$867.51

L36.04.03 For a Doctoral Degree, the allowance shall be (only one of 36.04.02 or 36.04.03 may be claimed):

September 1, 2019	\$1,649.33
September 1, 2020	\$1,665.82
September 1, 2021	\$1,682.48

L36.04.04 For certain second degrees (such as B.L. Sc., B.PhM.) where the degree is specifically related to the teaching assignment,

September 1, 2019	- \$362.59
September 1, 2020	- \$366.22
September 1, 2021	- \$369.88

L36.04.05 Only one additional degree allowance is payable to an eligible Teacher.

L36.04.06 No allowance will be paid for a Bachelor of Education.

L36.04.07 Allowance for a Masters' Degree or better will be paid to all instructional staff and shall be permitted to pierce salary maxima.

L36.05 Salary adjustment occasioned by the acquisition of a second, graduate or post-graduate degree will be made in the same manner as a change in salary level (see Articles 30 and 31), the document required being official notification from the Registrar of the University concerned.

## **ARTICLE L37 GRID SALARY LEVEL PLACEMENT**

L37.01 All Teachers shall be entitled to a salary allowance for all previous certified teaching experience approved by this Board and its predecessor Boards up to and including, but

not exceeding, the maximum salary in the salary level appropriate to their qualifications.

L37.02 The amount of teaching experience to be allowed for new appointees to the teaching staff shall be as in Section 37.01.

L37.03 Approved and certified teaching experience is defined as teaching experience in a publicly supported school, or at the discretion of the Director of Education, in a privately supported school.

L37.04 Teaching experience in a College of Applied Arts and Technology or similar institution maintained by public support and under the Ministry of Education and Training of Ontario, or in a Teachers' College or College of Education under the Ministry of Education and Training of Ontario, in a University, or with the Human Resources Development Canada Retraining Program in a regular certified program will be admitted as approved and certified teaching experience for purposes of grid placement.

L37.05 Approved and certified teaching experience includes Occasional Teacher assignments, night school or summer school credit courses, and other continuing education credit courses for purposes of initial grid placement.

L37.06 Fractions of increments for approved and certified teaching experience are not paid, but where such teaching experience accrued under a regular Teacher's contract (probationary or permanent) or under a temporary or short-term Teacher's contract or agreement and includes a fraction of one-half of a school year (five school months) or more, a full increment shall be paid therefor.

Examples:

A Teacher has accrued the following teaching service as provided for above:

- i. 6 mo. + 4 mo. + 20 mo. + 7 mo. = 37 mo. = 3.7 yr.
- ii. 20 mo. + 3 mo. + 10 mo. + 1 mo. = 34 mo. = 3.4 yr.

The Teacher would be entitled to an experience allowance on the salary schedule for 4.0 yr. in example (i) but for only 3.0 yr. in example (ii).

L37.07 Approved and certified teaching experience for the purpose of establishing entitlement to allowance under this Section is that total accrued as at August 31 immediately preceding the September 1 date from which salary adjustments become effective.

## **ARTICLE L38 PAYROLL PROCEDURES**

L38.01 Teachers and part-time Teachers on a pro-rated basis, will be paid all salaries owing or accruing due, during time worked as follows:

- L38.01.01 twenty-six or 27, as the case may be, equal installments to be paid every second Friday commencing with the last Friday in August. Payment shall be made on the Thursday where Friday is a holiday.

L38.02 Part-time Teachers whose service commences at the beginning of Semester 2 shall be paid all salaries owing or due, commencing with the first pay date in Semester 2.

L38.03 Teachers who leave the Board's employ will be paid any salary owing up to the last day worked.

L38.04 Long Term Occasional Teachers shall remain on the Occasional Payroll Cycle and will receive pay at a daily rate as set out in Article L67.05.01 for the length of the assignment. An Occasional pay Day Schedule, with associated pay periods, will be available on the Boards Website, specifically on the Payroll and Benefits web page.

#### **ARTICLE L39 SEVERANCE ALLOWANCE**

L39.01 The Board shall pay to any Teacher covered by this Collective Agreement who leaves the employ of the Board, for reasons of redundancy, a severance allowance calculated as follows: 4% of the Teacher's grid placement. The Teacher shall also have the right to purchase his/her benefits for up to two years while on the Surplus/Recall Lists.

#### **ARTICLE L40 JUST CAUSE**

L40.01 No Teacher shall be discharged, demoted or disciplined, without being given just and sufficient cause.

#### **ARTICLE L41 PERSONNEL FILES AND MEDICAL FILES**

L41.01 There shall be one official personnel file respecting a Teacher.

L41.01.01 Medical files shall be maintained at the Board Office separately from personnel files.

L41.02 Teachers shall receive copies of any materials placed in their personnel files within (3) calendar days of the material being filed.

L41.02.01 The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

L41.02.02 A Teacher shall have the right to place material in his/her personnel file.

L41.03 A Teacher, either alone or accompanied by one (1) other person, shall have access to the Teacher's personnel file under the supervision of a Principal or the Superintendent of Human Resources -Teaching Staff. Such access shall be upon prior arranged appointment. At the request of the Teacher, any person accompanying the Teacher shall also have access to the Teacher's personnel file.

L41.03.01 No material may be removed from the file except by mutual agreement of the Board and the Teacher. One (1) copy of material in the file shall be provided to the Teacher upon request.

L41.03.02 If the Teacher disagrees with any information in the Teacher's personnel file, the Teacher may place a letter in the file identifying the disputed material and stating the Teacher's position on the material.

L41.04 Documents contained in a Teacher's personnel file which are of a disciplinary or negative nature, including evaluation reports which the Teacher considers negative, shall be removed from the file and returned to the Teacher no later than two (2) years after their date of issue provided no further incidences of the same nature have occurred during the two-year period and no continuing reference to the documents removed shall remain in the file.

#### **ARTICLE L42 IN-SCHOOL MEDICAL PROCEDURES**

L42.01 No Teacher will be required to carry out on a regular basis any medical/physical procedures.

L42.02 The Board recognizes the right of any Teacher to refuse to be designated to administer medication or perform any medical/physical procedures. In the event of a medical emergency, a Teacher may perform such procedures as are necessary for the safety and well-being of a student.

L42.03 The Board shall, through existing or supplementary insurance coverage to the limit of Board liability insure Teachers against claims arising from regular or emergency medical/physical procedures. The Board shall supply copies of master policies to the Executive of OSSTF District 29, as they become available from the insurance companies.

#### **ARTICLE L43 SCHOOL YEAR**

L43.01 Teachers shall not be required to work any days preceding the official start of the school year for students.

L43.02 The length of the school year shall be the minimum required under the Education Act.

L43.03 Teachers who agree with a request from the Board to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled by mutual agreement of the Teacher and the Principal during the course of the school year. These compensating days shall not result in on-calls or supervision being assigned to another Bargaining Unit member.

L44.03.01 The Board will provide the Bargaining Unit with a list of all members who will receive lieu time for work conducted on days outside of the 194 days identified on the official school year calendar.

## **ARTICLE L44 EXISTING PRACTICES**

L44.01 Copies of new Board Policies and Practices and updates of current ones shall be forwarded to the President of OSSTF District 29

## **ARTICLE L45 STAFFING**

### **L45.01 General Guidelines**

- L45.01.01 Humaneness is important in the staffing process. At all times every effort shall be made to accommodate geographical, academic and personal concerns.
- L45.01.02 A Teacher's signature on a Memorandum of Mobility during the Voluntary Mobility Process or a Teacher's acceptance of a Placement or Offer during the Transfer Process is deemed to be a commitment by the Teacher to his/her new school and is a mutually binding agreement between the Teacher and the Board.
- L45.01.03 Subject to Ministry qualifications, Teachers remaining Surplus to the System are those Teachers with the least teaching experience.
- L45.01.04 Staff assignments are based on the best fit of student and program needs, Teacher qualifications and the professional needs of Teachers.

## **ARTICLE L46 STAFF RECORDS LIST**

L46.01 Upon request, the Board shall provide to the Local President, or designate, the names, home addresses, and work locations, telephone numbers, FTE, OCT registration numbers, credit for teaching experience for grid purposes, and any other information deemed necessary for the bona fide purpose of the Union within its duty as the collective bargaining representative of the employees.

## **ARTICLE L47 BOARD SENIORITY LIST**

L47.01 Seniority shall be defined as the length of continuous contractual service with the Hastings and Prince Edward District School Board or its predecessors as an OSSTF member from the first day worked after last being hired.

L47.02 The list shall be rank ordered so that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.

L47.03 The list shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than October 31 and March 31 of each school year.

#### L47.04 Guidelines for Sequencing Names on the Seniority List

- L47.04.01 One full year of seniority accrues to full-time Teachers, to part-time Teachers, and to all Teachers granted a leave of absence.
- L47.04.02 Secondary Teachers who have accepted placements in the Elementary Panel may return to the Secondary Panel after an absence of up to two (2) years from the Secondary Panel. The Teacher's name remains on this list during the absence. The Teacher notifies Human Resources or the Co-Chairs of the Joint Staffing Committee of his/her intention concerning the return by March 31. If the Teacher is returning, his/her name is added to the list of Teachers at the Education Centre Secondary Branch and he/she is subject to the regular staffing process from there. Teachers returning to the Secondary Panel following an interpanel transfer are considered to have the same seniority in the Secondary Panel as if they had remained in the Secondary Panel for the two years. Teachers remaining in the Elementary Panel shall be deemed to have ended their secondary affiliation.
- L47.04.03 Teachers hired on or after January 1, 1998 shall be added to the Seniority List based on their first day of work.
- L47.04.04 Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:
- L47.04.04.01 total teaching experience in the Hastings and Prince Edward District School Board and its predecessor boards' public secondary schools.
  - THEN
  - L47.04.04.02 total teaching experience as an OSSTF member
  - THEN
  - L47.04.04.03 teaching experience outside the bargaining unit recognized for payroll purposes
  - THEN
  - L47.04.04.04 lot conducted jointly by the Parties.
- L47.04.05 The Staff Records List and the Seniority List shall be available to the Joint Staffing Committee by March 1.

**ARTICLE L48 RETURN OF TEACHERS AND TEACHERS IN CHARGE OF ORGANIZATIONAL UNITS FROM LEAVES OF ABSENCE AND SUPPORT STAFF**

L48.01 A Teacher who accepts a Support Staff position of Coordinator at the Board Office shall be given a term appointment of **5** years. The positions of Coordinator shall be advertised every **5** years. The incumbent may re-apply at the end of his/her term. The Teacher on return from a Support Staff position of Coordinator shall retain the right to a teaching assignment similar to the assignment he/she held in his/her home school, subject to the staffing processes and the recommendations of the Steering Committee.

L48.02 A Memorandum of Understanding between OSSTF and the Board specifies the agreed conditions of the Support Staff assignment and of the re-entry into a secondary school staff. Changes to this Memorandum must be mutually acceptable.

L48.03 For a Teacher in charge of an organizational unit immediately prior to taking a leave of absence of up to one year that position in charge of an organizational unit shall be returned to the Teacher at the end of the leave period from the Board, subject to the staffing processes and the recommendations of the Steering Committee (see also Articles 52 and 61).

L48.04 A Teacher who is granted a Federation Officer Leave and who requests the right to return to his/her school of origin and to an equivalent position of responsibility, submits a written notice to the Joint Staffing Committee within seven (7) days of the granting of the leave. In instances where the notice is not made, the Teacher is added to the Education Centre Secondary Branch List.

**ARTICLE L49 JOINT STAFFING COMMITTEE**

**L49.01 Composition of the Joint Staffing Committee**

L49.01.01 The Joint Staffing Committee is composed of two secondary principals, two members of OSSTF, one Superintendent, the Bargaining Unit President, and the Human Resources Officer, Teaching Staff (non-voting).

L49.01.02 The Superintendent and the Bargaining Unit President or designate shall be co-chairs of the Joint Staffing Committee.

**L49.02 Responsibilities of the Joint Staffing Committee**

L49.02.01 The Joint Staffing Committee reviews the calculations of the staffing requirements of the secondary system in accordance with Article L58 and allocates every section included in secondary staffing in each secondary school or worksite.

L49.02.02 The Joint Staffing Committee shall review the distribution of sections to Classroom Teachers within schools at least twice during the school year.



- L49.02.03 The Joint Staffing Committee manages the processes for the interschool movement of Teachers to ensure that each has the best fit to meet the learning needs of students, in accordance with Articles 52 and 53.
- L49.02.04 The Principal, in consultation with the School Staff Advisory Committee shall estimate staffing and program needs and shall submit the information to the Joint Staffing Committee on a form developed by the Joint Staffing Committee.

#### **L49.03 Procedures of the Joint Staffing Committee**

- L49.03.01 The Joint Staffing Committee develops, reviews and alters such operating practices as it deems necessary for the efficient implementation of its mandate, provided that no practice contravenes the provisions of the Collective Agreement.
- L49.03.02 One of the Federation representatives on the Joint Staffing Committee shall be responsible for Mobility.
- L49.03.03 The Joint Staffing Committee meets at the call of either of the Co-chairs.
- L49.03.04 As information on the status of staffing becomes available, it will be released by agreement of the Joint Staffing Committee.
- L49.03.05 Minutes of each meeting of the Joint Staffing Committee shall be delivered to each member of the Committee three days following the meeting of the Joint Staffing Committee. Minutes must be signed by both parties in order to be deemed official minutes of any meeting of the Joint Staffing Committee.
- L49.03.06 Signed Memoranda of Mobility shall be kept on file by the Human Resources Department of the Hastings and Prince Edward District School Board. Copies shall be forwarded to the OSSTF District Office.

#### **ARTICLE L50 DETERMINATION OF STAFFING NEEDS**

L50.01 In accordance with the agreed upon Staffing timelines, the Principal in consultation with the School Staff Advisory Committee shall estimate staffing, program and school organization leadership needs. The Principal shall share the staffing needs information with the Staff Advisory Committee prior to submitting the information to the Joint Staffing Committee in writing. Information provided may be subject to later revision.

L50.02 The Joint Staffing Committee establishes timelines for the secondary school system staffing processes. The Principal publishes it in the schools.

L50.03 Senior Administration submits information pertinent to re-entry of Teachers from the Education Centre Secondary Branch into secondary schools and information on external hiring to the Joint Staffing Committee in writing as it becomes available.

L50.04 The Joint Staffing Committee monitors all aspects of the staffing process to ensure fairness and adherence to the Collective Agreement.

#### **ARTICLE L51 NEW POSITIONS AND VACANCIES**

L51.01 No Teacher will lose his/her employment entitlement with the Hastings and Prince Edward District School Board as a result of external hiring.

L51.02 All teaching vacancies available for the next school year shall be advertised to all OSSTF members in the Board for at least five (5) school days before they are advertised externally, except as agreed through mutual consent of the Board and the Bargaining Unit.

L51.02.01 A copy of each job posting shall be sent to the President, OSSTF District 29, at the same time as the job is posted.

L51.02.02 If a fractional position becomes available in a school during a semester, the additional time shall be offered to part-time Teachers in that school, who are available for scheduling and who are qualified, in order of seniority.

L51.02.03 For vacancies, consideration shall be given first to Teachers requesting Mobility in accordance with Article L52.

L51.03 Vacancies for the position of a Teacher in charge of an organizational unit and for the position of Coordinator, which may be filled by an OSSTF member, shall be posted for at least five ( 5) school days to all OSSTF members in the Board, except as agreed through mutual consent of the Board and the Bargaining Unit.

L51.03.01 When a vacancy occurs for a department head/Teacher in charge of an organizational unit, the Principal of the school where the vacancy exists shall notify the Co-Chairs of the Joint Staffing Committee. The vacancy shall be advertised to the system at the time when it occurs. Candidates will be interviewed for the position after the date for closure of applications. If the successful candidate is a member of the staff of the school where the vacancy occurred, he/she shall assume the position immediately. If the successful candidate is a member of a different school staff, an interim appointment shall be made from within the school and the successful candidate shall assume the position at an appropriate break as determined by the Joint Staffing Committee.

L51.04 In the event that the Board creates a new position which may employ a member of OSSTF , the Board and OSSTF shall meet before the position is advertised to determine the terms of employment.

L51.04.01 All newly created positions, which may employ a member of OSSTF, shall be advertised to all OSSTF members in the Board for at least five (5) school days, except as agreed through mutual consent of the Board and the Bargaining Unit.

L51.05 Prior to external hiring, vacancies shall be filled first by candidates in the following order:

Teachers on the Surplus List  
THEN  
Teachers on the Recall List  
THEN

Consideration shall be given to Part-Time Teachers, in seniority order, who are qualified and who have requested in writing an increase in FTE status. All Part-Time Teachers shall be notified of these positions.

L51.05.01 The Board shall post, interview and consider the written applications from Occasional Teachers who are currently on the Occasional Teacher List - Level 1 who have indicated their interest (on the Intent to Teach Form) in full-time or part-time contractual employment before it advertises externally.

L51.06 In the event that the Board anticipates the need to offer employment to applicants prior to the staffing processes described in this Collective Agreement, following consultation with the OSSTF District President, the Board may advertise externally for an advanced pool of Teachers. Offers to advanced pool candidates will not interfere with the rights of any current members as described in this Collective Agreement.

L51.06.01 Teachers hired externally are added to the Staff Records List and are assigned to the Education Centre Secondary Branch until such time as they are assigned to a secondary school by the Joint Staffing Committee.

## **ARTICLE L52 MOBILITY AND REASSIGNMENT**

### **L52.01 Postings and Applications for Mobility**

L52.01.01 Each January, the Principal and the OSSTF Staffing Committee Representative review the staffing procedures with the Teachers of that school.

L52.01.02 The Joint Staffing Committee electronically sends to each school site the staffing requirements for each secondary school.

L52.01.03 Staffing requirements will be published each year as close to the beginning of April as practicable and updated continuously. No secondary school publishes its requirements independently.

L52.01.04 The Human Resources Officer, Teaching Staff, in consultation with the Principals and the Executive Officer OSSTF, coordinates the wording of the advertising in such a way that positions in different schools (if identified) are worded consistently and that special Ministry requirements are indicated.

L52.01.05 Teachers may apply for Mobility to a:

L52.01.05.01 posted position in a school, or

L52.01.05.02 school which has not posted any positions which the Teacher deems to be suitable, or

L52.01.05.03 school which has posted no positions,

L52.01.05.04 by submitting an application for Mobility and such other information as the Joint Staffing Committee requires to the District Office.

L52.01.05.05 The process is not to exceed a May 31 deadline unless the parties mutually agree to extend that date.

L52.01.06 The Semester 1 Mobility process is not to exceed a May 31 deadline unless the parties mutually agree to extend that date. The Mobility needs list is posted the first Friday in May. The deadline to apply for Mobility is the following Friday. OSSTF will share the list of teachers who have applied for mobility week, and after receiving the final Mobility needs list. The mobility meeting will be the following Monday.

The Semester 1 Mobility process is not to exceed a May 31 deadline unless the parties mutually agree to extend that date. Teachers who have applied for mobility for semester 1 of the following school year but have not been moved by the May 31<sup>st</sup> deadline shall have their name remain on the list to enable a mobility process to take place for semester II. This process will allow for the review of those names on the list for mobility for semester two (2) contract vacancies.

L52.01.06.01 Teachers who are transferred will have their names added to the Semester 2 mobility list.

## **L52.02 Factors Related to Mobility and Reassignment**

L52.02.01 Mobility is a voluntary process and must be attempted first to address all staffing needs.

L52.02.02 The Joint Staffing Committee finalizes moves at such times as it may deem appropriate, subject to the following terms.

- L52.02.03 A Teacher's Mobility is deemed to be complete when agreed to by the Joint Staffing Committee and the Teacher. The Memorandum of Mobility, signed by the Teacher and the Superintendent of the Board, specifies the nature, the term and any other conditions of the move.
- L52.02.04 A Teacher may serve two consecutive years on Mobility to the same school. At the end of two years, a Teacher must return to his/her home school or become a permanent member of the school to which the Teacher is on Mobility assignment, subject to the Transfer and Surplus process and the approval of the receiving principal.
- L52.02.05 The Principals and Senior Administration, in consultation with the Joint Staffing Committee, retain the right to use a process of reassignment to address program and staffing needs which may not have been met through the mobility process.
- L52.02.05.01 Administrative reassignments are confirmed in a Memorandum of Reassignment from Senior Administration to the Teacher.
- L52.02.05.02 When, as a result of the deliberations of the Joint Staffing Committee, the possibility of the need for a reassignment of a Teacher appears likely, the Teacher is informed by the Principal of his/her current school that a move is being considered. The reasons for the reassignment are listed. This information is given in the presence of the Branch President. The Teacher may provide information pertinent to the proposed reassignment to the Principal and the Branch President within twenty-four hours of receipt of this notice.
- L52.02.05.03 As a result of the administrative reassignment, no Department Head/Teacher in Charge of an Organizational Unit receives a reduction in Units of Administrative Strength.
- L52.02.05.04 Teachers who have been reassigned may apply for Mobility to an alternate school from their new school.
- L52.02.06 If a Teacher's percentage of time is altered during any staffing process, the Teacher retains entitlement to his/her highest percentage of teaching time. Other reductions or increases in teaching assignments may only be effected by the mutual consent of the parties.
- L52.02.07 Except by mutual agreement, part-time positions are designed in such a way that a part-time Teacher who is moved does not spend more than one period between scheduled classes.
- L52.02.08 In instances where a Teacher is moved to a teaching assignment in two

schools in a day, the Teacher is given adequate traveling time between the two schools.

- L52.02.09 A Teacher shall not be moved nor reassigned to a school which is more than 65 km distant from his/her current school without that Teacher's consent.
- L52.02.10 Any Teacher who consents to relocate as a result of an administrative reassignment to a school more than eighty (80) kilometers distant from his/her current school and who finds it necessary to change the location of his/her residence within one year of assuming the new position is reimbursed for moving expenses up to a maximum of \$750.00. Payment is made on the effective date of relocation.
- L52.02.11 At least one Teacher from North Hastings High School is given an opportunity for Mobility each year subject to available positions.
- L52.02.12 Federation Officers on Federation leave are given top priority for Mobility, if requested.
- L52.02.13 Each Principal and the Staff Advisory Committee develops school and departmental plans to facilitate the entry of Teachers new to the school.
- L52.02.14 The receiving Principal contacts the Teacher and discusses the teaching assignment and the roles that the Teacher will play in the new school as soon as it is practicable to do so.
- L52.02.15 Teachers who are moved by any staffing process are subject to the Transfer and Surplus process in the schools at which they have been relocated.

## ARTICLE L53 TRANSFER AND SURPLUS

L53.01 For the purposes of this section:

- L53.01.01 **Available for Transfer** means after the application of the Staffing Formula and a consideration of program needs indicates a position is no longer available for a Teacher at his/her school, that Teacher is declared available for transfer from that school.
- L53.01.02 **Offer** refers to a commitment by the Board to provide positions for Teachers affected by Transfer and Surplus. An Offer occurs during the Transfer and Surplus process when there is:
  - L53.01.02.01 an alteration of the entitled percentage of time, OR
  - L53.01.02.02 a relocation to a school which is more than 65 km from the Teacher's current school.

L53.01.02.03 Rejection of an Offer does not jeopardize the Teacher's position on the Teachers Available for Transfer List, the Surplus List, the Recall List and the Board and School Staff Records List.

L53.01.03 **Placement** refers to commitments by the Board to provide positions for Teachers affected by Transfer and Surplus. It occurs during the Transfer and Surplus process when:

L53.01.03.01 the Teacher is qualified, or will become qualified, to teach in the position.

L53.01.03.02 there is no alteration of percentage of teaching time; and

L53.01.03.03 the relocation to a school is less than 65 km from the Teacher's current school.

L53.01.03.04 Rejection of a Placement ends the Board's commitment to the Teacher and he/she loses his/her position on the Teachers Available for Transfer List, the Surplus List, the Recall List, and the Board Seniority List. If the Teacher is rehired "continuous experience" is deemed to be broken.

L53.01.04 **Surplus to the System** occurs during the Transfer and Surplus process when it becomes known that there are more Teachers on staff in the Hastings and Prince Edward District School Board secondary schools than there are positions available after the application of the appropriate Staffing Formula and the Transfer and Surplus process. A Teacher for whom no position exists is then declared Surplus to the System.

## ARTICLE L54 INAUGURATION OF TRANSFER AND SURPLUS

L54.01 Where the application of the Staffing Formula on May 29 (or the last school day prior to May 29) indicates that a Teacher may be available for transfer from any secondary school or from the Education Centre Secondary Branch or that any Teacher may be surplus to the system, the Co-Chairs of the Joint Staffing Committee inaugurate the following provisions of Transfer and Surplus.

L54.01.01 Termination letters shall be delivered on or before May 31<sup>st</sup> to the Teachers who may be surplus to the system. The letters shall be distributed by the Superintendent of Human Resources in the presence of the District President.

L54.01.02 Termination letters shall state the effective dates of termination and the reasons for the termination.

## **L54.02 Guidelines Used to Determine Who May Be Available for Transfer from a School**

L54.02.01 In consultation with the Joint Staffing Committee, the Superintendent of Human Resources or designate will work with the Principal of each secondary school and will identify Teachers available for Transfer by applying the following guidelines to the sequence of Teachers on the Seniority List who will be assigned to his/her school in the following September.

L54.02.01.01 When it is known through the application of the seniority process, that an individual Teacher who is a Department Head has retained his/her position with the Board, he/she shall be removed from consideration before applying the criteria for identifying Teachers available for transfer from a school. If a Department Head, takes a leave of absence from his/her position of responsibility, the replacement is removed from consideration as well as the incumbent. Teachers who are Department Heads are still subject to Surplus language.

L54.02.01.02 Teachers available for transfer from the school are the most junior Teachers in the school (subject to Sections 54.02.01.01 and 54.02.01.03).

L54.02.01.03 In instances where special Ministry requirements are needed to teach a program, a more junior Teacher may be retained if no Teacher who is more senior is qualified to teach the course or will qualify before his/her teaching duties in the program begin. The next more senior Teacher may then be placed on the Available for Transfer List.

L54.02.01.04 A Teacher may not voluntarily put himself/herself on the Teachers Available for Transfer List.

## **L54.03 Reduction of Time Due to Unavailable Program During the Transfer Process**

If limited qualifications indicate that a senior Teacher's percentage of time may be reduced, the Principal consults the Joint Staffing Committee to determine if unassigned sections (which can be timetabled) are available at any other school. If this is unsuccessful, the Teacher may select one of the following options:

L54.03.01 he/she may accept the reduced percentage and retain existing entitlement, or

L54.03.02 he/she may accept his/her placement on the Teachers Available for Transfer List for the full percentage of time to which he/she is entitled.



#### **L54.04 Description of Positions Available to Teachers Available for Transfer**

- L54.04.01 The Staffing Formula is applied in each school in such a way that every Teacher has a complete timetable for the subsequent year according to his/her entitlement until the staffing allotment is exhausted. All available sections are assigned to present Teachers or indicated as "openings".
- L54.04.02 Each Principal delivers the descriptions of the positions available in his/her school to the Co-Chairs of the Joint Staffing Committee. "Position descriptions" are written in such a way that special Ministry qualification requirements are indicated.
- L54.04.03 The Co-Chairs of the Joint Staffing Committee co-ordinate the wording in such a way that positions in different schools are worded consistently.
- L54.04.04 Positions are designed in the timetable so that a part-time Teacher is not expected to spend more than one period between scheduled classes. Part-time positions in a school which may be combined are indicated.

#### **L54.05 The Offer and Placement Procedure in Transfer**

- L54.05.01 Teachers who are involved in the process and the Principals are responsible for being available to be contacted during the entire process period.
- L54.05.02 The completed selection sheets are forwarded to the Joint Staffing Committee.
- L54.05.03 Consideration proceeds in order from the most senior to the most junior Teacher. Teachers may be placed in, or offered, their highest rated position which is still available.
- L54.05.04 Qualifications of Teachers are checked to determine that they are indeed qualified or could qualify to teach the program in which they are being placed or which they are being offered.
- L54.05.05 The Joint Staffing Committee will contact Teachers to determine whether they would or could take qualifying course(s) for particular positions. When a situation arises that a Teacher may be without a position if he/she does not become qualified, a last inquiry call is made to determine if the Teacher will consider taking the qualifying course(s).
- L54.05.06 The receiving Principal notifies the Teacher of his/her Placement or Offer in the presence of the OSSTF Branch President and advises him/her that he/she has forty-eight (48) hours from that time to accept or reject the Placement or Offer. Failure to accept or reject is deemed to be a rejection.

- L54.05.07 A rejection by the Teacher of a position in which he/she was placed ends the Board's commitment to the Teacher. If the Teacher is subsequently rehired, continuity of service is deemed to be broken and percentage entitlement for the following year will equal the new percentage under contract.
- L54.05.08 After accepting a Placement or Offer, a Teacher who has completed the probationary period may be granted a Leave.

#### **L54.06 Interpanel Transfer**

- L54.06.01 No interpanel placement of Teachers can take place until all Teachers Available for Transfer and Teachers Surplus to the System in the receiving panel with qualifications for the placement position are placed.
- L54.06.02 Provided that the Secondary Panel has vacancies after part-time Teachers have been offered an increase in entitlement and the Elementary Panel has qualified Teachers Surplus to the System, these procedures are followed.
- L54.06.02.01 Elementary Teachers who are qualified to teach in the secondary panel and who are surplus to the Elementary Panel, will be considered for any available secondary vacancies. OSSTF and the Board will jointly decide the point at which Elementary Teachers can be considered.
- L54.06.02.02 Secondary principals will identify vacancies and describe the subject and qualifications requirements for each position.
- L54.06.02.03 A Placement Committee made up of representatives of the Elementary and Secondary affiliates, the Human Resources Department and the Secondary principals will consider the available vacancies and the list of surplus Teachers, in seniority order, to determine if any Teachers can be "matched" to positions.
- L54.06.02.04 In cases where people and positions are determined to be compatible, an offer will be made to the surplus Elementary Teacher.
- L54.06.02.05 A refusal of an offer by an Elementary Teacher will not be considered a rejection under the terms specified under the Elementary Collective Agreement.
- L54.06.02.06 Acceptance of an offer to teach in a secondary school program by an Elementary Teacher will be subject to the following conditions:

- L54.06.02.06.01        The teaching position is for a one year period only and may only be extended by mutual consent of the Teacher, the Principal and the Ontario Secondary School Teachers' Federation.
- L54.06.02.06.02        The Teacher will retain his/her Elementary Federation affiliation.
- L54.06.02.06.03        The Teacher will accrue one year of seniority on the Elementary seniority list.
- L54.06.02.06.04        The Teacher will return to the Elementary staff through the pink-sheet process or be placed by the Elementary Transfer and Surplus Committee as a "system responsibility".
- L54.06.02.06.05        Membership affiliation of a Teacher transferred into the Secondary Panel is governed by Ontario Teachers' Federation (OTF) policy.
- L54.06.02.06.06        This process must be completed by August 31.

**L54.07 Summer Break Procedures**

- L54.07.01        Principals accommodate the expertise and interests of incoming Teachers as much as possible and members of the Joint Staffing Committee are notified in writing through the Co-Chairs of the Joint Staffing Committee of any changes in a transferred Teacher's timetable.
- L54.07.02        During the months of July and August, Placements and Offers are centrally co-ordinated by the Co-Chairs of the Joint Staffing Committee or their designates and by Human Resources. The OSSTF District 29 President or his/her designate is involved in all Placements or Offers during the summer break.
- L54.07.03        Teachers who are Surplus to the System at the end of June shall file with the Board and OSSTF their most recent address and telephone number and update these when necessary.

#### **L54.08 Teachers Not Placed by September 1**

L54.08.01 Teachers who are Surplus to the System and who have not rejected a Placement remain on the Surplus List until May 31 of the year immediately following. They are Placed or Offered positions which become available. Teachers so placed retain continuous teaching experience and contract status.

L54.08.02 Teachers who are not placed, remain on a Recall List for 6 years following the year that they were declared surplus provided that they do not reject a Placement, applied retroactively to May 2011.

#### **L54.09 September Procedure**

L54.09.01 In September, the Joint Staffing Committee examines and addresses the staffing needs of the Board. The Joint Staffing Committee fills positions that become available in any school in the following order:

L54.09.02 by Placement in, or Offer of, positions to Teachers on the Surplus List in order of seniority;

L54.09.03 by Placement in, or Offer of, positions to Teachers on the Recall List in order of seniority;

L54.09.04 then, by increasing the entitlement of current Teachers, wherever possible.

#### **L54.10 Offer to Surplus Teachers of Teaching Positions in Summer School and Night School**

L54.10.01 The Board will use its best efforts to offer to surplus Teachers teaching positions in summer school and night school credit courses. It is understood that the terms and conditions of employment with respect to such positions are determined by the appropriate sections of this Collective Agreement.

### **ARTICLE L55 APPEALS**

L55.01 Appeals to reverse reassignments are made in writing to the Director. Teachers may cite undue hardships, lack of due process and lack of procedural fairness as reasons for this appeal.

### **ARTICLE L56 REVIEW OF STAFFING PROCEDURES**

L56.01 Annually in October the Joint Staffing Committee reviews its staffing policies, processes and procedures. Recommendations from this review agreed to by OSSTF District 29 and the Board shall become part of the operations of the Joint Staffing Committee for that year.

## **ARTICLE L57 SCHOOL STAFF ADVISORY COMMITTEE (SAC)**

L57.01 There shall be a School Staff Advisory Committee in each school.

L57.02 The School Staff Advisory Committee shall be composed as follows:

- L57.02.01 the Principal
- L57.02.02 the OSSTF Branch President
- L57.02.03 the OSSTF Staffing Committee Representative
- L57.02.04 3 elected OSSTF members.

L57.03 The Principal is in charge of the deployment of staff within the school.

L57.04 In the matter of staffing, the School Staff Advisory Committee shall:

- L57.04.01 have access to the calculations of the school's staffing needs in accordance with the staffing formula;
- L57.04.02 review the allocation to the school by the Joint Staffing Committee of the secondary system's sections for Classroom Teachers, including non-credit Special Education and Guidance and Library Teachers for the school year and provide feedback to the Joint Staffing Committee on the matter;
- L57.04.03 provide input to the Principal with respect to the preliminary and final allocation of the school's sections;
- L57.04.04 monitor compliance with the guidelines for timetabling;
- L57.04.05 recommend to the Principal, if necessary, any modifications made to in-school timetabling at any time during the school year;
- L57.04.06 monitor that the school's allocation of instructional and non-instructional time is distributed equally to each Teacher;
- L57.04.07 review the implementation of the staffing procedures during the school year as required;
- L57.04.08 keep regular minutes of decisions and recommendations on file and available to staff.
- L57.04.09 monitor compliance with Article L58.10 and assist with the Workload Review prior to the filing dates of October 1 and March 1.

- L57.04.10 Meetings may be called after mutual agreement by the Principal and Branch President.
- L57.04.11 The school Staff Advisory Committee shall meet in a timely manner that allows for fair and reasonable discussions when necessary to provide input to the Principal, who will share with the Joint Staffing Committee as required by the JSC timelines.
  - L57.04.11.01 The Principal shall endeavour to provide all necessary information to the SAC 24 hours prior to the meeting.
  - L57.04.11.02 Class size data will be provided using a standard format created by the JSC.

L57.05 In addition to the duties described in Section 57.04, the School Staff Advisory Committee shall, prior to time tabling, review:

- L57.05.01 all courses with enrolment at less than 60% of Maximum Class Size
- L57.05.02 all courses with more than two (2) levels/grades/destinations
- L57.05.03 all new course offerings with an enrolment of fewer than 22 students.

L57.06 With regard to the courses described above, the School Staff Advisory Committee may recommend continuation of the course(s), offering the course(s) on a two-year rotation, offering the course as an e-learning course, or cancellation of the course.

L57.07 The Principal shall file with the Superintendent of Human Resources and the District Executive by October 1 and March 1 up-to-date information with respect to timetabling and workload in a format agreed to by OSSTF District 29 and the Board.

L57.08 The School Staff Advisory Committee shall meet at least five (5) times per year and shall report in writing on its activities to the full school staff at the staff meeting next following any meeting of the Staff Advisory Committee.

## **ARTICLE L58 SYSTEM AND SCHOOL STAFFING**

L58.01 The Board will staff secondary schools using a Board-wide average aggregate class size of 23:1 as calculated on the reporting days prescribed by the Ministry of Education, including additional sections generated by the Ministry of Education "Student Success" Initiatives.

L58.02 The minimum FTE Guidance Teachers for the system shall be based on the Ministry of Education funding for Guidance Teacher (as amended), currently 2.6 per 1000 ADE.

L58.03 The minimum FTE Teacher-Librarians for the system shall be based on the Ministry of

Education funding for Library (as amended), currently 1.1 per 1000 ADE.

L58.04 The minimum FTE for Special Education Resource Teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for these programs and services.

L58.05 Teachers of Adult programs shall be in addition to the Teachers generated by Funding Model and the number of Teachers shall be funded through the monies available for Adult Education.

L58.06 The Board shall continue to allocate equivalent full-time teaching positions on a discretionary basis to other school programs such as Section 20 programs and targeted initiatives based on Board initiatives and the provision of third party and/or ISA 4 funding.

L58.07 The Joint Staffing Committee shall create and monitor a mutually agreed upon method for the deployment of staff to the schools based on the school's credit profile and other unique and special program needs.

L58.08 The Principal in consultation with the School Staff Advisory Committee shall determine the deployment of teaching staff to program using the school's allocation to classroom, Services classes, guidance, library and special education.

L58.09 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.

**L58.10 Class Size Maxima**

In order to provide a positive learning environment, the Board and District 29, OSSTF agree to the following maximum class sizes:

Category	Maximum	Flex Factor
Services, EDP, Locally Developed	16	+2
Workplace/Literacy/ESL/ Essential	18	+2
Alternative Programs/Learning Strategies	20	+2
Applied	23	+2 each year
Open grades 9 and 10 (TTI Computer)	25	+2 each year
Open grades 11 and 12	26	+2
College/M	27	+2
Academic	28	+3
University	30	+2
Limited/Facility (This includes Transportation, Construction, Manufacturing TTI (Trades), Foods/Hospitality, Aesthetics)	20	+2
International Baccalaureate Programs/ AP courses	32	+3

L58.11 The maximum class size number for Cooperative Education or multi-level or multi-grade classes shall be determined by using the maximum of 58.10 that represents the level designation for the majority of students in the class.

L58.12 Except as mutually agreed upon by the Bargaining Unit and the Board, no Teacher's workload shall exceed four (4) additional students per semester above the class size maxima (not including Flex Factor).

L58.13 The count dates for maximum class sizes shall be September 30<sup>th</sup> and February 28<sup>th</sup> respectively. The Joint Staffing Committee shall meet within two weeks subsequent to these dates to review the maximum class size information and plan for any required changes or mutually agreed-upon possible exceptions.



L58.14 There shall be a September 30 Staffing date. A meeting of the Joint Staffing Committee shall be scheduled no later than the third week in September to review the enrolment data and make recommendations to the Board and District 29 for possible adjustments to staffing, if necessary. The Board and the Federation agree to negotiate the details of the adjustments.

L58.15 A full-time teaching assignment at Bayside shall be 6.0 credit and/or credit-equivalent courses including one MSIP.

L58.16 Based on the Boards Average Daily Enrolment, Ministry tied funding for Student Success initiatives currently generates 3.84 FTE/ 1000 ADE.

#### **ARTICLE L59 GUIDELINES FOR TIMETABLING STAFF**

L59.01 Timetable assignments are a critical component of meeting:

- L59.01.01 the needs of programs and students
- L59.01.02 the on-going professional needs of Teachers and
- L59.01.03 the needs of the school for flexibility in subject expertise among its professional staff.

L59.02 The Principal and/or Vice-Principal in charge of time tabling, the Staff Advisory Committee and Department Heads shall use the following guidelines to monitor teaching assignments:

- L59.02.01 Each Department Head shall identify to the Staff Advisory Committee, the consultative process to be used with staff to determine timetable assignments.
- L59.02.02 Every effort shall be made to accommodate Teachers' qualifications, course preferences, and interests.
- L59.02.03 Adjustments to timetable assignments may be necessary to accommodate student, system, school, staffing, and timetabling needs.
- L59.02.04 Where a Teacher has been required to make a timetable adjustment every attempt will be made to accommodate that person's preferences in the next timetable assignment process.

#### **L59.03 Appeal Process**

Any appeal shall be based on a perceived misapplication of the guidelines for timetabling staff.

### Step 1

Teachers who are not satisfied with their assignments may present their concern to the School Staff Advisory Committee. The Staff Advisory Committee will make a recommendation to the Principal based on the guidelines for time tabling.

### Step 2

A Teacher may seek a final resolution through the grievance procedure.

## ARTICLE L60 WORKLOAD

L60.01 Each full-time Teacher will be assigned 6 periods out of 8 periods (three periods per semester). Each full-time Teacher may also be assigned up to the following maxima Additional Professional Assignments comprised of either on-calls/supervision, student mentoring and/or Teacher mentoring based on seventy-five (75) minute periods or equivalent as outlined below.

YEAR	MAX ½ Period On-calls/Supervision	½ Period Mentoring	MAX Total Half-Periods
Sept. 2014	35	11	46
Sept. 2015	35	11	46
Sept 2016	35	11	46
Sept 2017	35	11	46

#### L60.01.01 Specialized Four-Credit Package Courses

Where a school is offering a specialized four-credit packaged program, such a program will be staffed with .67 FTE Teachers during the semester in which it is offered.

L60.02 The assignment of a part-time teacher shall be administered in accordance with Section 60.01.

L60.03 No more than 2 half-credit courses may be assigned without the mutual consent of the Principal, the Teacher and the Bargaining Unit.

L60.04 No Teacher shall be assigned more than 160 consecutive minutes of instructional and/or supervisory time without a minimum ten (10) minute break.

L60.05 Periods shall not exceed 75 minutes in length, unless otherwise agreed by the Board and the Bargaining Unit.

L60.06 Every effort will be made to hire Occasional Teachers to replace Teachers who are absent for two (2) periods or more.

L60.07 Supervision assignments shall be determined by the Principal in consultation with the School Staff Advisory Committee.

L60.08 A Teacher will not be assigned more than one supervision, mentorship period or on-call in a day. Such assignment shall not exceed one-half period in length.

L60.08.01 A Teacher will not be assigned more than two (2) supervision, mentorship periods or on-calls in one week. Such assignments shall be equitably time tabled and performed within the instructional day, notwithstanding the foregoing:

L60.08.02 Supervision, mentorship periods or on-calls may be blocked, in consultation with the School Staff Advisory Committee and with the consent of the Teacher. The minimum assigned supervision shall not be less than ten (10) minutes.

L60.08.03 A Teacher who has completed two (2) supervision or on-calls in the week will not refuse a supervision, or on-call in an emergency situation, which arises on that day; such supervision or on-call will count towards the number of supervision or on-calls.

L60.08.04 Except in the case of an emergency situation, Teachers shall be notified of any on-call assignments before the close of the previous school day.

L60.09 **Emergency On-Call Definition:** Emergency shall be defined as an unforeseen circumstance that occurs not earlier than 60 minutes prior to the commencement of that Teacher's instructional day.

L60.10 Records of on-calls and supervision assignments will be kept and will be reviewed on a monthly basis by the School Staff Advisory Committee and/or the Joint Staffing Committee.

L60.11 Time during the instructional day not assigned in accordance with Section 60.01 above shall be available to the Teacher for preparation and marking.

L60.12 Upon ratification and at the beginning of each semester, the Joint Staffing Committee shall monitor class sizes and the distribution of workload in each semester and shall review individual Teacher workload (including assignment of half-credit classes, per pupil contacts, and multi-level/multi-grade classes). Instances of inappropriate Teacher workload shall be referred back to the School Staff Advisory Committee, with recommendations for resolution.

L60.12.01 The Joint Staffing Committee shall track Supervised Alternative Learning (SAL) data on a bi-monthly basis and monitor workload each semester.

L60.13 Concerns regarding the equity of teaching assignments will be reviewed by the Joint

Staffing Committee.

L60.14 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:15 a.m. and 1:30 p.m.

L60.15 Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. Extra-curricular activities shall not be assigned to any Bargaining Unit Member.

L60.16 Concerns around the requirement for program modifications in a course in any pathway, following consultation with the Staffing Advisory Committee, will be reviewed by the JSC and supports will be considered.

**L60.17 Secondary Student Success Review Committee for term of Collective Agreement.**

There shall be a Secondary Student Success Review Committee that will meet at least twice per school year. The Committee will meet once each semester. The Committee shall be comprised of the Bargaining Unit President or designate, two OSSTF members and three representatives of the board. At the call of either party additional resource personnel may be utilized. The Committee will review the working conditions of all Student Success teachers designated to student success initiatives. Any recommendations for improvements will be addressed by the Joint Staffing Committee.

**ARTICLE L61 SCHOOL ORGANIZATION**

L61.01 Lead Teacher:

L61.01.01      $\leq 400$ : 8 lead teachers  
                   $\geq 400$  students <600: 9 lead teachers  
                   $\geq 600$  students, <800: 10 lead teachers  
                   $\geq 800$  students, <1000: 11 lead teachers  
                   $\geq 1000$  students, 12 lead teachers

The Lead Teacher structure and curricular/department alignments at any secondary school will be determined by the Principal of the School, in consultation with the School Staffing Committee. A copy of the structure will be forwarded to the Joint Staffing Committee.

L61.01.01     Lead Teachers shall be allocated to the schools on a fixed model, based on the calculations outlined in 61.01.01.

L61.02 Principal will group curricular areas for five-year terms, in accordance with school size, and based on school needs.

Every course offered in a secondary school shall be grouped according to Ministry Curriculum/Policy/Program Guidelines for: The Arts, Business Studies, Canadian and World Studies, Modern Languages (ESL, FSL, Classical and International), English,

Guidance and Career Education, Health and Physical Education, Mathematics, Native Languages, Science, Social Science and Humanities, Technological Studies, Co-operative Education, and Special Education including Alternative programs. The above groupings are eligible for lead positions as per Article L61.02-04 and are subject to change based on Ministry revisions.

L61.02.01 Courses from Interdisciplinary studies shall be placed in departments according to the curriculum document that contains the majority of expectations from the course.

L61.02.02 Courses from the First Nations, Metis and Inuit Studies document shall be placed in the department that corresponds to the course description from the ministry document (i.e., NBE will be part of the English department and NAC will be part of the Art department). Any disagreements will be addressed by the parties centrally.

L 61.02.03 Time lines for completing school organization discussions shall be determined by the Joint Staffing Committee of the board.

L61.03 A Lead Teacher appointed to be in charge of a department or combined departments shall hold specialist or honour specialist qualifications in one or more of the subjects taught in the Lead Teacher role for which the Teacher is appointed. Alternative programs within the Board shall be considered to be within the Special Education subject/program. The Lead Teacher must teach a minimum of 1/3 of their teaching time within the department of which they are the lead.

L61.03.01 A Lead Teacher will:

L61.03.01.01 develop activities in consultation with other teachers in their department to improve student learning and be an active member of the School Leadership Team, to develop and influence school-specific goals for School Improvement Planning and student achievement, making connections between Ministry, Board and school goals;

L61.03.01.02. participate in Lead Teacher, Department, Board and Ministry meetings, to review, revise and reflect on programs and curricular goals with a view to the continuous improvement of student learning;

L61.03.01.03 mentor and support the development of teachers and their instructional practice, in alignment with school/Board/Ministry initiatives and current/innovative educational trends to support student learning;

L61.03.01.04 participate in the planning of the school professional development to support student learning;

- L61.03.01.05 work within their budget to order such equipment, educational materials and supplies as are required by the department or combined department or program for effective instruction;
- L61.03.01.06 retain on file up-to-date copies of courses of study used by Teachers in the department or combined department or program of sufficient detail to permit the effective coordination of the courses of study;
- L61.03.01.07 recommend assignments and timetable allotments for the teaching staff of the department or combined department in accordance with Section 59.02 (Guidelines for timetabling staff).

L61.03.02 Teachers in charge of a department or combined department shall not evaluate Teachers.

L61.04 A Teacher appointed as a Lead Teacher shall hold specialist or honor specialist qualifications in at least one of the subjects designated within the department or combined departments to which the Teacher has been appointed.

L61.04.01 A Teacher appointed as a Lead Teacher shall perform the duties as outlined in Sections 61.03.01.01 to 61.03.01.07.

L61.05 If no appropriate candidates with specialist or honor specialist qualifications in the subject area apply for a position then a Teacher not holding specialist qualification in the subject area may be appointed from within the school where the leadership position is vacant on an Acting basis for not more than one school year. The position shall be re-advertised at the end of the school year in accordance with Section 64.07 and within timelines established by the Joint Staffing Committee.

L61.05.01 Where a candidate has the required qualifications but does not have a successful interview, the Board may appoint the candidate on an interim basis for one year. The candidate shall be provided with a debriefing (if requested).

L61.06 Openings for leadership positions shall be advertised to all permanent Secondary Teachers in the Board.

L61.06.01 All Lead Teacher positions shall be for a five year term.

L61.06.01.01 An incumbent may re-apply for a leadership position at the end of his/her term. Experience of an incumbent shall be considered in the making of appointments.

L61.06.01.02 Any leave taken during the term of the position shall be considered as part of the term of the position.

L61.07 Only full-time Teachers shall be eligible for positions to which a Lead Teacher has been assigned.

L61.08 The Principal is in charge of school organization;

L61.08.01 The Principal shall be assisted by the Staff Advisory Committee

L61.09 The Staff Advisory Committee of each school shall:

L61.09.01 assist the process for the review, development and implementation of the school organizational plan;

L61.09.02 communicate the criteria for selection and terms of each leadership position within the school and the system;

L61.09.03 keep on file and available to staff, regular minutes of decisions and recommendations;

L61.09.04 recommend to the principal the allocation of Lead Teacher assignments considering the size of the organizational unit, school goals and other criteria developed by the School Staff Advisory Committee.

#### **L61.10 School Plan**

L61.10.01 By timelines as established by the Joint Staffing Committee the Principal shall file, with the appropriate Superintendent and the OSSTF District President, the school plan, updated where appropriate, which describes the positions of responsibility and selection criteria.

L61.10.02 The positions of responsibility listed in each plan shall be recognized by the Board.

L61.11 The Joint Staffing Committee shall monitor the development of school organizational plans and examine all issues related to positions of responsibility not otherwise addressed in Article L61.

#### **ARTICLE L62 TEACHER PERFORMANCE APPRAISAL**

L62.01 Where the Education Act and its regulations provide the School Board the power to establish policies and rules relating to performance appraisal, the School Board shall establish policies and rules only in consultation with the Bargaining Unit.

L62.02 All differences between the parties arising from the interpretation, application, administration, or alleged violation of Part X.2 of the Education Act or any regulation,

guidelines, rule or policy under it, including any question as to whether a matter is arbitrable, are grievable and arbitrable in accordance with the grievance/arbitration provisions of this collective agreement. This provision shall apply also to all rules and policies relating to performance appraisal established by the School Board.

Notwithstanding time limits for filing a grievance in the provisions of this collective agreement, OSSTF may grieve any aspect of the performance appraisal procedure or the performance appraisal report of a Teacher up to the last day of the school year in which the performance appraisal occurred.

L62.03 A Teacher shall have the right to OSSTF representation at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory or development needed. Up to three (3) work days shall be allowed for the Teacher to secure OSSTF representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the Teacher.

L62.04 Teachers in charge of organizational units shall not perform any aspect of performance appraisal.

L62.05 The Board shall not impose any requirements in a Teacher's Annual Learning Plan.

L62.06 A Teacher shall be evaluated only with respect to the areas of competency set out in the Schedule attached to Regulation 99/02 of the Education Act.

L62.07 Performance appraisal shall not include consideration of Teacher's involvement in extra-curricular programs or other voluntary activities.

### **ARTICLE L63 E-LEARNING**

L63.01 Secondary school credits shall not be delivered by means of an "electronic classroom" without the knowledge of the Teachers' Bargaining Unit.

L63.02 A class which is taking a course for secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the same class size maxima/PPC maxima as other classes in the secondary system. Credits granted for such classes shall be used to generate FTE Teachers within the Teachers' Bargaining Unit.

L63.03 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the member assigned to the electronic classroom.



L63.04 Unless otherwise agreed by the HPEDSB, the Bargaining Unit and the individual member assigned to the class, all electronically delivered courses shall be scheduled during the regular school day.

L63.05 A member teaching electronically delivered courses shall be assigned a work location in the member's secondary school.

L63.06 A member teaching electronically delivered courses shall correspond with students only through a Board server. The Board shall supply the member with remote access to the Board server at no cost to the member.

L63.07 A member teaching electronically delivered courses shall report to school board personnel only and shall be evaluated only by the principal or vice-principal of the member's school and/or supervisory officers employed by the Board.

L63.08 The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment, staffing, funding and costs of credit courses offered by electronically delivered curriculum.

L64.09 a) For purposes of staffing and surplus declaration, a Teacher assigned to teach e-Learning credit courses shall be included in the staff complement of the secondary school which is the work location of the Teacher. Each time the school is staffed, the Teacher has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.

L64.09b) All job postings for e-Learning credit courses shall be posted in accordance with Article L51 (New Positions and Vacancies) of this Collective Agreement.

#### **ARTICLE L64 CRIMINAL RECORD CHECKS**

L64.01 In accordance with Ontario Regulation 521/01 – Collection of Personal Information, criminal record checks and vulnerable sector screening will be required of all employees of the Board and all service providers and volunteers that have direct and regular contact with students. In accordance with the regulation this information will be kept current throughout the offence declaration process which occurs on an annual basis.

L64.02 A prospective employee must provide a satisfactory criminal record check and vulnerable sector screening at his or her own expense prior to commencing employment with the Board.

L64.03 The Board shall ensure that all reference checks, offence declarations and related documentation which are 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 Human Resources Administrator and the H.R. Department staff, although this does not preclude consultations with appropriate officials under Section 64.04 below.

L64.04 The Board shall not release any information about an Occasional Teacher obtained pursuant to Regulations 521/01 of the Education Act or any subsequent regulation or law without the permission of the Occasional Teacher except for the purpose of considering a recommendation for disciplinary action against the Occasional Teacher or as otherwise required by law.

#### **ARTICLE L65 TECHNOLOGICAL ENHANCEMENT PROGRAM**

L65.01 The Board shall provide a Technological Enhancement Program Fund of \$33,000 per school year for Teacher/Occasional Teacher Bargaining Unit members covered by this Collective Agreement to enhance their facility with manipulating electronic information systems that relate to computers and education. The Board will rebate the \$33,000 in the fund to OSSTF District 29 by October 15<sup>th</sup> and the local Union will administer the fund and provide an accounting of the use of the fund upon request of the Board.

L65.02 Any unused funds at the end of the year will remain with the Joint Staff Development Committee the following year for use in either this fund or the Professional Development Fund.

#### **ARTICLE L66 CONTINUING EDUCATION**

##### **L66.01 General Conditions and Definitions**

- L66.01.01 Continuing Education for the purpose of this Collective Agreement refers to the Summer School and Night School Program of credit courses offered by The Hastings and Prince Edward District School Board.
- L66.01.02 The Board recognizes that the Ontario Secondary School Teachers' Federation is the sole authority to bargain for all Continuing Education Teachers employed by the Board. Any agreement made between the parties concerning Continuing Education Teachers shall form a part of the Collective Agreement with its own terms and conditions and, except as may be specifically agreed to by the parties, no other terms and conditions in the Collective Agreement shall apply to Continuing Education Teachers.
- L66.01.03 A Continuing Education Teacher shall mean a qualified Teacher employed by the Board to teach in a Continuing Education Program.
- L66.01.04 A credit shall be defined for the purpose of this Agreement as a course of studies taught in Night School or Summer School program for the number of hours determined by Ministry of Education and Training requirements for the granting of credits and the Hastings and Prince Edward District School Board guidelines for improvement credits. New credits shall be not less than 90 hours.

L66.01.05 Courses of study shall meet the requirements of the Ministry of Education and Training and The Hastings and Prince Edward District School Board. Approved Board programs where available must be used in all subjects.

**L66.02 Salary Schedule**

L66.02.01 Continuing Education Teachers, Guidance Teachers and Teacher-Librarians are paid an hourly wage.

L66.02.02 The Parties agree that full courses shall be based on the following maximum numbers of hours:

Night School - up to 120.0 hours  
Summer School - up to 112.5 hours

L66.02.03 It is understood and agreed that the salary rate per credit includes the requirement for performing all of the normal, regular and associated duties as required, including registration, instruction, individual assistance, examination and reporting to parents.

L66.02.04 The Board may pay responsibility allowances for subject coordinators in the areas of English, Mathematics or Science. If the Board determines in consultation with the Summer School Principal, that coordinators are needed in one or more of these areas, the full allowance will be paid.

L66.02.05 Continuing Education rates as follows:

**Night School and Summer School Teachers:**

Effective Date:	Rate:
September 1, 2019	\$43.71
September 1, 2020	\$44.15
September 1, 2021	\$44.59

**Summer School Coordinator:**

Effective Date:	Rate:
September 1, 2019	\$1521.74
September 1, 2020	\$1536.96
September 1, 2021	\$1552.33

### **L66.03 Method of Payment**

- L66.03.01 Night School Teachers are paid monthly, in equal instalments.
- L66.03.02 Summer School Teachers are paid bi-weekly according to time sheets submitted by the Summer School Principal.
- L66.03.03 The Board shall deduct dues in accordance with Article L4.

### **L66.04 Staffing and Seniority**

- L66.04.01 All Continuing Education positions shall be filled first by candidates in the following order:
  - Teachers on the Surplus List
  - THEN
  - Teachers on the Recall List
  - THEN
  - Teachers on the OT List
  - THEN
  - Teachers employed by HPEDSB
- L66.04.02 If conditions of surplus or redundancy apply, first preference for Continuing Education Teachers shall be given to surplus Teachers and Teachers as determined by Article L53 and Teachers whose entitlement has been reduced as a result of the staffing process.
- L66.04.03 Where a credit course has been cancelled prior to the commencement of the course, the affected Teacher will be placed first in the position of:
  - L66.04.03.01 the Teacher who is external to the Board Teacher with the least Summer School/Night School experience in the subject area(s) for which the affected Teacher is qualified and has indicated his or her preferences on the application; or
  - L66.04.03.02 if there are no external Teachers, the Teacher with the least regular contract seniority with the Hastings and Prince Edward District School Board in the subject area(s) for which the affected Teacher indicated his or her preferences on the application form.
- L66.04.04 Rejection of any placement described above will end the Board's obligation to the Teacher under this Article. The placement procedure will be administered by the Continuing Education Principal in consultation with the Superintendent responsible for Continuing Education and the President of OSSTF, District 29.

- L66.04.05 Where a credit course has been cancelled after one or more classes have been held, only the Teacher of that class will be affected and the seniority of that Teacher will not affect other Teachers. The Teacher shall continue to be employed for a minimum of two (2) instructional classes and shall be assigned duties by the Continuing Education Principal.

#### **L66.05 Complaints/Grievance Procedure**

- L66.05.01 The Grievance procedure in Article L6.0 shall apply to all Teachers covered by this Continuing Education Agreement.

#### **L66.06 Cumulative Sick Leave Plan**

- L66.06.01 Teachers contracted to teach in the Summer School/Night School Program shall be credited with two (2) sick leave days per credit course taught.
- L66.06.02 Each Teacher with The Hastings and Prince Edward District School Board who is employed at Summer School/Night School shall be entitled to have one hundred percent (100%) of the unused portion of his/her sick leave credit per course transferred at the end of Summer School to his/her cumulative sick leave credit with The Hastings and Prince Edward District School Board.

#### **L66.07 Leaves of Absence**

Leave with pay shall be granted to a Continuing Education Teacher:

- L66.07.01 for a period of quarantine when declared by the Medical Officer of Health or designate;
- L66.07.02 to serve as a juror or witness in any proceeding;
- L66.07.03 for a funeral in the immediate family, up to a maximum of three (3) days for each bereavement; an extension may be granted by the Director;
- L66.07.04 for funerals other than immediate family up to one day for each bereavement;
- L66.07.05 for special circumstances approved by the Director.

#### **L66.08 Pregnancy/Parental Leave**

- L66.08.01 Leave shall be granted in accordance with the Employment Standards Act.

#### **L66.09 Termination**

The Employer and a Teacher who is a continuing education Teacher shall give written notice to the other of not less than two (2) weeks should either wish to terminate the Teacher's employment;

- L66.09.01 before the last day of the course(s) being taught by the Teacher; or
- L66.09.02 provided that fewer than two (2) weeks are to elapse before the start time of the course.

**L66.10 Postings**

L66.10.01 The Board shall post a notice by May 1 in each secondary school and the Education Centre inviting applications to teach credit courses in the ensuing Summer School Program.

L66.10.01.01 The Board shall post a notice for the position of Summer School Coordinator in the fall of the year.

L66.10.02 The Board shall post a notice at least four weeks prior to the beginning of any Night School Program in each secondary school and the Education Centre inviting applications to teach credit courses in the ensuing Night School Program.

L66.10.03 **Home Instruction**

L66.10.03.01 Where such positions arise the board shall post for applications for home instruction teachers at least 10 days prior to the beginning of the school year or as required throughout the school year in each secondary school and the Education Centre.

L66.10.03.02 Reference to Article L66.04.01 and L66.02.04

L66.10.04 The Board shall post a notice in August, prior to the start of the school year, electronically and in each secondary school and the Education Centre inviting applications to teach and tutor credit courses in Adult Education Program and tutor in Home Instruction and International Student Program.

L66.10.05 The Board shall provide the Bargaining Unit with an updated list of continuing education teachers by October 30<sup>th</sup> of each school year.

L66.10.06 All postings in Article L66.10 shall be accessible electronically to all OSSTF members.

**ARTICLE L67 OCCASIONAL TEACHERS**

**L67.01 Purpose**

The general purpose of this Agreement is to:

L67.01.01 establish mutually satisfactory relations between the Board and its Occasional Teachers.

L67.01.02 provide means for the prompt disposition of grievances.

- L67.01.03 establish and maintain satisfactory working conditions, hours of work and wages for all Occasional Teachers who are subject to its provisions.

#### L67.02 Definition of Terms

- L67.02.01 **“Occasional Teacher”** shall bear the meaning given it in the Education Act, as amended from time to time.
- L67.02.02 **“Short Term Occasional Teacher”** shall refer to an Occasional Teacher who is required to teach for a period under Section 67.01 that is less than ten (10) consecutive school days.
- L67.02.03 **“Long Term Occasional Teacher”** shall refer to an Occasional Teacher who is required to teach for a period under Section 67.01 that is more than ten (10) consecutive school days.
- L67.02.04 **“Federation”** shall mean the Ontario Secondary School Teachers’ Federation.
- L67.02.05 **“Bargaining Unit”** shall mean OSSTF District 29.

#### L67.03 Recognition

##### L67.03.01 Management Rights

###### L67.03.01.01 Scope

The Federation and the Bargaining Unit recognize and acknowledge that the management of the operation and direction of Occasional Teachers are fixed exclusively in the Board and, without limiting the generality of the foregoing, the Bargaining Unit acknowledges that is the exclusive function of the Board to

- L67.03.01.01.01 Maintain order, discipline and efficiency and, in connection therewith, establish and administer rules, regulations, policies and procedures to be observed by the Occasional Teachers.
- L67.03.01.01.02 select hire, transfer and assign Occasional Teachers to positions, as well as determine the number of Occasional Teachers required.
- L67.03.01.01.03 administer and manage all of the affairs of the Board in accordance with the Acts and Regulations governing education in the Province of Ontario.

#### L67.03.01.02 **Conditions**

The Board's management rights set out in Section 67.03.01 are subject to the express provisions of this Agreement.

#### L67.04 **Responsibilities of the Parties**

There shall be no strike or lock-out during the term of this agreement. The terms "strike" and lock-out" shall be as defined in the *Ontario Labour Relations Act*.

#### L67.05 **Salary Per Diem Rate**

Effective September 2014, all Short-Term Occasional Teachers employed by the Board shall be paid a per diem rate of 85% of 1/194 of Category 1 Step 0 of Grid rate in Article L26.

- L67.05.01 Occasional Teachers on Long Term Occasional Teaching Assignments shall be placed on the Secondary Panel Grid (as per Article L26) at the salary level commensurate with their respective experience credits and OSSTF Certificate Rating Statement or QECO Qualification Rating Statement Category.
- L67.05.02 For daily Occasional Teachers the teaching day is recognized as 8 hours long for the purposes of qualification for Employment Insurance.
- L67.05.03 An Occasional Teacher who reports to a school for a teaching assignment for any portion of the day, and who finds that the Occasional Teacher's service is not required, shall be paid for the number of periods scheduled to work.

#### L67.06 **Deduction and Remittance of Union Dues**

- L67.06.01 On each date that an Occasional Teacher receives a pay cheque, the Employer shall deduct from each Occasional Teacher the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts of dues shall be determined by OSSTF and/or Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- L67.06.02 The OSSTF dues deducted in accordance with 67.06.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto Ontario M4A 2P8 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance will be accompanied by a list identifying the Occasional Teachers, the amounts deducted, and the number of days worked.
- L67.06.03 Dues specified by the Bargaining Unit in accordance with Section 67.06.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 29 at 114 Victoria Avenue, Belleville, Ontario K8N 2A8, 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 Occasional Teachers, the amounts deducted and the number of days worked.

- L67.06.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

## **L67.07 Experience and Qualifications**

### **L67.07.01 Professional Experience Credits**

L67.07.01.01 Occasional Teachers shall be credited with Professional Experience for all previous approved and certified teaching experience up to and including but not exceeding the maximum salary in the salary level appropriate to their qualifications as determined pursuant to Section 67.07.02.

L67.07.01.02 Approved and certified teaching experience is defined as full-time equivalent teaching in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school.

L67.07.01.03 Teaching experience occurring:

L67.07.01.03.01 At a College of Applied Arts and Technology or similar institution maintained by public support and under the Minister of Education of Ontario.

L67.07.01.03.02 At any Teachers' College or College of Education under the Minister of Education of Ontario.

L67.07.01.03.03 In a University; or

L67.07.01.03.04 With the Ontario Manpower Retraining Program.

will be admitted in a regular certified program as approved certified teaching experience for salary allowance purposes provided that the Occasional Teacher was in possession of an Ontario Teaching Certificate for the time period(s) involved.

L67.07.01.04 Approved and certified teaching experience includes daily assignments, Occasional Teacher assignments of .17 (one section) or more, night school and summer school credit courses with a maximum of two credits per summer.

L67.07.01.05 Fractions of increments for approved and certified teaching experience are not paid but where such teaching experience accrued includes a fraction of one-half (.5) of a school year, a full increment shall be paid therefore to the Occasional Teacher.

L67.07.02 **Salary Level Placement**

L67.07.02.01 Category classification shall be those established by the Ontario Secondary School Teachers' Federation. For the purpose of salary categorization the Board recognizes that, except for errors and omissions, the Certification Rating Statement issued by the OSSTF Certification Board or QECO Evaluation Council shall be final.

L67.07.02.02 It shall be the responsibility of an Occasional Teacher to provide the Board with documentary proof in the form of an OSSTF Certification Rating Statement or QECO Evaluation Council as to his/her appropriate category rating.

L67.07.02.03 Where no OSSTF Certification Rating Statement or QECO Qualification is available, that secondary school Occasional Teacher shall be placed in Category 1 of the salary schedule.

L67.07.03 **Salary Level Adjustment**

L67.07.03.01 For secondary school Occasional Teachers the OSSTF or QECO Certification Rating endorsed with a category rating is the document accepted by the Board for the purpose of making salary level adjustments.

L67.07.03.02 Upon receipt of an OSSTF or QECO Certification Rating Statement, a newly hired Occasional Teacher shall be paid retroactively to the first day worked at the salary level appropriate to the higher category rating. An Occasional Teacher qualifying for category change under the OSSTF or QECO Certification Plan in effect on the date of the Teacher's application shall be entitled to the salary rate reflected in the higher category.

L67.07.03.03 An Occasional Teacher requesting a change in category by OSSTF under the OSSTF or QECO Certification Plan shall file a copy of the application for certification change with the

Human Resources Officer, Teaching Staff, coincident with the application to OSSTF.

- L67.07.03.04 An Occasional Teacher who fails to file a copy of the application for certification change with the Board shall be entitled to the salary reflected in the highest category commencing with the month following the date on which the OSSTF or QECO Certification Rating Statement was submitted to the Board.

## **L67.08 Evaluation and Personnel Files**

### **L67.08.01 Evaluation**

- L67.08.01.01 Only Supervisory Officers, Secondary Principals and Vice-Principals shall evaluate an Occasional Teacher's competence.
- L67.08.01.02 A Long-Term Occasional Teacher in an assignment of greater than twenty (20) days may request an evaluation by the applicable School Administrator (Principal or Vice-Principal)

### **L67.08.02 Just Cause**

- L67.08.02.01 Occasional Teachers may be terminated at any time for Just Cause.

### **L67.08.03 Personnel Files and Medical Files**

- L67.08.03.01 There shall be one official personnel file respecting an Occasional Teacher
- L67.08.03.02 Medical files shall be maintained at the Board Office separately from personnel files.
- L67.08.03.03 Occasional Teachers shall receive copies of any materials placed in their personnel files within (3) calendar days of the material being filed.
- L67.08.03.04 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L67.08.03.05 An Occasional Teacher shall have the right to place material in his/her personnel file.

- L67.08.03.06 An Occasional Teacher, either alone or accompanied by one (1) other person, shall have access to the Occasional Teacher's personnel file under the supervision of a Principal or the Superintendent of Human Resources, Teaching Staff. Such access shall be upon prior arranged appointment. At the request of the Occasional Teacher, any person accompanying the Occasional Teacher shall also have access to the Occasional Teacher's personnel file.
- L67.08.03.07 No material shall be removed from the file except by mutual agreement of the Board and the Occasional Teacher. One (1) copy of material in the file shall be provided to the Occasional Teacher upon request.
- L67.08.03.08 If the Occasional Teacher disagrees with any information in the Occasional Teacher's personnel file, the Occasional Teacher may place a letter in the file identifying the disputed material and stating the Occasional Teacher's position on the material.
- L67.08.03.09 Documents contained in an Occasional Teacher's personnel file which are of a disciplinary or negative nature, including evaluation reports which the Occasional Teacher considers negative, shall be removed from the file and returned to the Occasional Teacher no later than two (2) years after their date of issue provided no further incidences of the same nature have occurred during the two-year period and no continuing reference to the documents removed shall remain in the file.

#### **L67.09 Keys for Daily Occasional Teachers**

All daily Occasional Teachers shall be assigned a key(s) to permit them access to their classroom assignment and workspace necessary to the performance of their duties and the maintenance of a safe, secure environment. Upon completing their daily assignment, the assigned key(s) must be returned to the person or designate who assigned the OT their key.

#### **L67.10 Non-Instructional Days**

- L67.10.01 **Long Term Occasional Teachers** may attend Non-Instructional Days scheduled by the Board. If such Occasional Teacher attends the Non-Instructional Day, he/she shall be paid for such attendance.
- L67.10.02 **All Other Occasional Teachers** other Occasional Teachers may attend, without pay, scheduled Non-Instructional Days arranged by the Board. Requests should be made to the Principal.

L67.10.03 **In-Service Programs** - All Occasional Teachers shall, upon request, have access to the Board's In-Service Programs on a voluntary basis without pay.

L67.10.04 **New Occasional Teachers in Long Term Occasional Teaching Assignments shall be included in the Board's New Teacher Induction Program (NTIP).**

## L67.11 Staffing

### L67.11.01 **Occasional Teacher List**

L67.11.01.01 The Board will establish an Occasional Teachers List with 2 Levels:

L67.11.01.01.01 Level 1 list shall include all Occasional Teachers without conditions attached to their availability.

L67.11.01.01.02 Level 2 list shall include Occasional Teachers with availability conditions. (LTO's, Retirees with restriction of 50 days) [Cap Level II @ 10%.]

#### L67.11.01.02 **Membership on the List**

L67.11.01.02.01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers to be eligible for inclusion on the Occasional Teacher List.

L67.11.01.02.02 Only those Occasional Teachers whose names are on the Occasional Teachers List shall be called for short term and long-term teaching assignments except in emergency circumstances as recognized in the *Education Act* and Regulations.

#### L67.11.01.03 **Bargaining Unit Copy**

L67.11.01.03.01 The Board shall provide the Bargaining Unit with a copy of an updated Occasional Teacher List by October 15 and February 15 each year. Occasional Teachers will be identified as "Inactive", "Long Term Assignment", "Leave of Absence", where applicable.

#### L67.11.01.04 **Information**

The Occasional Teacher List shall provide the following information:

L67.11.01.04.01        Name, telephone number, subjects that the Occasional Teacher is qualified to teach, number of days or specific days of the week the Occasional Teacher is willing to work, preference or restriction regarding specific schools and indication of interest in Long Term assignments and contractual positions.

L67.11.01.04.02        Occasional Teachers shall notify the Human Resources Department, in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

#### L67.11.01.05 **Capacity**

The total number of Occasional Teachers, Level I and Level II will be maintained at fifteen percent (15%) of the Full Time Equivalent of contractual teaching staff in June of the preceding school year. In addition, part-time OSSTF members employed with HEPDSB and any OSSTF members remaining surplus to the system will be added to the Level 1 list.

#### L67.11.01.06 **Maintenance and Monitoring**

##### L67.11.01.06.01        **School Lists**

Each Occasional Teacher shall be assigned to two (2) Secondary Schools. The Board shall attempt to match each Occasional Teacher to the schools of his/her preference. However, the Board reserves the right to assign each Occasional Teacher to particular schools based upon System needs.

##### L67.11.01.06.02        **Level 2 List**

Long Term Occasional Teachers will have their names added to the Level 2 list and removed from Level 2 list when they have completed their Long-Term Assignment. In the event that their assignment is extended, they will remain on the Level 2 list until

such time as they are available. A Long-term Assignment is defined as an assignment with a known beginning and ending date and is longer than ten (10) days.

L67.11.01.06.03 A Retired Occasional Teacher's name shall be removed from the Level 2 list when they no longer qualify to teach a minimum of 50 days in any one school year.

L67.11.01.06.04 **Assignment of Occasional Teachers**

Call outs for teaching assignments shall be done by Level. The call-out system shall call Occasional Teachers on Level 1, based on qualifications and appropriate teaching specialties prior to calling Occasional Teachers assigned to Level 2.

The board will provide OSSTF District 29 in writing monthly of details as required for each situation in which they have been unsuccessful in assigning someone on the occasional teacher list to an assignment.

L67.11.01.06.05 Where there is a part-time Long Term Occasional Teacher on the staff of a school, the Principal may deploy them to the extent of their unassigned time to cover a regular Teacher's absence.

L67.11.01.06.06 Where there is a part-time Teacher on the staff of a school, the principal may deploy them to the full extent of their unassigned teaching time to cover for a regular Teacher absence within the workload limits in Article 60.

L67.11.01.06.07 **Intent to Teach Form**

It is the responsibility of the Occasional Teacher to inform the Human Resources Officer if they no longer wish their name to be on the Secondary Occasional Teacher List. If no contact is made by the Occasional Teacher to the Human Resources Officer, it will be assumed the Occasional Teacher is still active for the following September.

L67.11.01.06.06 **Advertisement**

The Board shall, when necessary, advertise in the print media that it is receiving applications for Occasional Teachers. Qualified applicants on the Board's Short List will be interviewed and may be

recommended for inclusion on the Occasional Teacher List.

L67.11.01.06.07      **Non-Contactability and Refusals**

The Occasional Teacher who, over a period of ten (10) consecutive school days, cannot be contacted for work or who refuses two (2) assignments and does not provide reasonable grounds shall be deemed to have resigned and shall have their names deleted from the Occasional Teacher List.

L67.11.02      **Long Term Occasional Teaching Assignments**

L67.11.02.01      **Posting**

When an assignment has known beginning and ending dates and is longer than thirty (30) days, such vacancy shall be posted for at least five (5) days prior to the closing date for applications. A copy shall be forwarded to OSSTF District 29.

L67.11.02.02      **Hiring for Long Term Teaching Assignments**

When a Long-Term Occasional Teaching position becomes available, the Board shall fill the position with an Occasional Teacher on the Occasional Teachers List when a qualified candidate is available. The Board shall consult with the President of OSSTF District 29 when no Occasional Teacher on the Occasional Teachers List exists to fill the position.

L67.11.02.02.01      An Occasional Teacher must be on the Occasional Teacher list a minimum of 10 working days prior to a Long-Term Occasional posting in order to be eligible to apply for that Long-Term Occasional vacancy. The business day in which OSSTF is notified of a new hire to the Occasional Teacher list will be the day the individual is first on the list.



### L67.11.02.03 **Long Term Assignments**

L67.11.02.03.01 A written statement shall be issued to all Occasional Teachers on a long-term assignment indicating:

- i) Beginning date
- ii) Ending date (if known)
- ii) School and Teaching position for the assignment
- iii) Grid position of the Occasional Teacher in the assignment.

L67.11.02.03.02 In the event that the long-term assignment is to be terminated prior to the originally scheduled termination date, the Long-Term Occasional Teacher shall be given five (5) teaching days' notice or five (5) days' pay in lieu of notice, unless the termination of the assignment is for just cause.

L67.11.02.03.03 In the event that the Teacher being replaced adjusts the date(s) of the leave by requesting an earlier start date or an extension of the end date, the Occasional Teacher shall be asked to adjust the date(s) of the long-term assignment. A refusal to adjust the start or end date shall not negatively impact on the Occasional Teacher's right to the originally scheduled Long Term Assignment.

### L67.11.03 **Secondary School Teaching Positions**

#### L67.11.03.01 **Applications**

The Board shall consider the written applications from Occasional Teachers who are currently on the Occasional Teacher List who have indicated an interest (on the "Intent to Teach" form) in full-time or part-time contractual employment before it advertises externally.

L67.11.03.02 **Interviews**

Qualified applicants who are on the Board's Short List (Preferred Hiring List), shall be granted an interview. Interview debriefings shall be granted, upon request, in a timely manner to the applicants.

L67.11.03.03 **Board's Obligations**

It is understood that the Board is under no obligation to appoint any applicant resulting from the posting of any contract/permanent position.

L67.12 **Grievances**

The definition, process and timelines for resolution of grievances for Occasional Teachers shall be identical to that outlined in Article L6.

L67.13 **Leaves of Absence**

L67.13.01 **Generation Rate**

A Long-Term Occasional Teacher, with or without a Schedule "A" Agreement, shall be entitled to two (2) paid Sick Leave days per teaching month.

L67.13.02 An Occasional Teacher hired for full-time or part-time contractual employment shall be credited with accumulated sick days to a maximum of 60 days. The number of sick days credited for a part-time contract shall be prorated accordingly.

L67.13.02.01 **Accumulation**

Sick Leave days shall be cumulative within a Long-Term Occasional Teaching Assignment and from One Long Term Occasional Teaching Assignment to another within the same school year.

L67.13.03 **Leaves of Absence with Pay - Not Chargeable to Sick Leave Account**

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Long-Term Occasional Teacher:

L67.13.03.01 for a period of quarantine when declared by the Medical Officer of Health or designate.

L67.13.03.02 to serve as a juror or by reason of a subpoena being a witness in any proceeding to which he/she is not a party to

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 as a witness.

L67.13.03.03 for a funeral in the immediate family, up to a maximum of three (3) days for each bereavement; an extension may be granted by the Superintendent of Human Resources.

L67.13.03.04 for funerals other than immediate family up to one (1) day for each bereavement.

L67.13.03.05 for concerns related to hazards in the workplace (e.g. Board chemicals, paint).

L67.13.03.06 for non-attendance because of inclement weather.

L67.13.03.07 for special circumstances as approved by the Superintendent of Human Resources.

L67.13.04 **Personal Leave**

Long Term Occasional Teachers may be granted a Leave of Absence without pay for personal reasons, subject to the discretion of the Superintendent of Human Resources for a period not exceeding two (2) days during the term of the assignment.

L67.13.05 **Pregnancy and Parental Leave**

Pregnancy and Parental Leave shall be granted upon request in accordance with the Employment Standards Act.

L67.13.06 **General Leave**

Upon reasonable notice to the Board, an Occasional Teacher shall be granted a Leave of Absence from employment, without pay and without loss of rights to future work, for a period of two (2) weeks or more, up to an including, but not exceeding, except with the mutual consent of the Board and the Occasional Teacher, a period of one (1) school year, provided that the Occasional Teacher is not disrupting a Long-Term Occasional Teaching Assignment. The Occasional Teacher shall notify the Board at least thirty (30) days prior to the expiration of the Leave of Absence, of his/her intention to return to active status on the Occasional Teacher List.

L67.13.07 **Status on Occasional Teacher List**

During Pregnancy, Parental and General Leaves, the Occasional Teacher's name shall be noted as "Inactive" on the Occasional Teacher List. His/her name shall be returned to "Active" on the Occasional Teacher List at the end of the Leave of Absence, upon written notification by the Occasional Teacher to the Board.

## L67.14 Benefits

### L67.14.01 **Long Term Occasional Teachers**

Long term Occasional Teachers hired for a long-term teaching assignment shall be entitled to participate in the Employee Benefits Plan available to secondary school Teachers as outlined in Article L21 subject to the terms and conditions of the insurance policies providing these benefits and the terms and conditions of the Collective Agreement.

### L67.14.02 **Components**

Effective upon ratification, Occasional Teachers who worked sixty (60) full-time equivalent days for the Board in the previous school year and who remain available to teach at least sixty (60) full-time equivalent days in the current school year shall, subject to the conditions set out below, be eligible to participate in any or all of the following Employee Benefit Plans:

#### L67.14.02.01 **Group Life Insurance**

The Group Life Insurance Plan provides for:

L67.14.02.01.01      \$ 25,000 coverage

L67.14.02.01.02      \$100,000 Accidental Death and  
Dismemberment

#### L67.14.02.02 **Extended Health Care**

Should the number of days available for daily Occasional Teachers to qualify for benefit eligibility be reduced by HPEDSB system and/or provincial authority, the eligibility threshold noted in Article L67.14.02 shall be reduced by the same percentage as eligible workdays lost to such circumstances.

The Extended Health Care Plan includes:

L67.14.02.02.01      Private and Semi-Private  
Hospitalization Coverage

L67.14.02.02.02      Vision Care

L67.14.02.02.03      Drug Plan

L67.14.02.02.04      Deluxe Out-of-Province Coverage

**L67.14.02.03 Dental**

The Dental Plan includes:

- L67.14.02.03.01 Basic Dental Plan
- L67.14.02.03.02 Rider 2 - Dentures
- L67.14.02.03.03 Rider 3 - Orthodontics
- L67.14.02.03.04 Rider 4 - Restorative

at current ODA Fee schedule minus one (1) year.

**L67.14.03 Application and Eligibility**

**L67.14.03.01 Benefits Election Form**

Each eligible Occasional Teacher shall, not later than June 30<sup>th</sup> of each year, contact the Board's Benefits Coordinator for a Benefits Election Form.

**L67.14.03.02 Continuation**

An eligible Occasional Teacher who elects to participate in the Employee Benefit Plan(s) shall be a participant in the Plan(s) from September 1 to the following August 31 providing that he/she:

- L67.14.03.02.01 remains on the Board's Occasional Teacher List
- L67.14.03.02.02 remains available to work at least sixty (60) full-time equivalent days as an Occasional Teacher, except as may be otherwise permitted by the Board; and
- L67.14.03.02.03 pays the Occasional Teacher's share under Section 67.13.04

**L67.14.03.03 Renewal**

An Occasional Teacher currently enrolled in the employee Benefit Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that he/she

L67.14.03.03.01 works at least sixty (60) full-time equivalent school days with the Board during the current school year

L67.14.03.03.02 fulfils the conditions set out under Section 67.13.03.02.

**L67.14.03.04 Non-Compliance**

If the Occasional Teacher fails to comply with any of the conditions of Section 67.13.03, her/his enrolment shall immediately terminate and he/she shall not be eligible to re-enrol except as permitted by the Plan(s), and then not until he/she again becomes eligible under Section 67.13.03.

**L67.14.03.05 Withdrawal**

Any Occasional Teacher having selected benefits who then chooses to withdraw from the Plan(s) shall not be eligible for reinstatement for the balance of the current school year.

**L67.14.04 Premiums**

L67.14.04.01 Effective September 1, 2000, the Board will pay 75% of the cost of the premiums.

L67.14.04.02 The eligible Occasional Teacher's share of the premium cost shall be paid according to the procedures determined by the Board.

L67.14.05 The Board will offer all Occasional Teachers e-mail service for educational and administrative purposes.

**L67.15 SEMS - Substitute Employee Management System for Occasional Teachers assignments**

L67.15.01 An automated calling system, shall be employed to engage short-term occasional teachers, whenever a teacher is absent, in accordance with Article L60.06. During the weekdays the system will begin calling at 6:00 p.m. and conclude at 9:30 p.m. For same day assignments the system will begin calling at 6:00 a.m. and conclude at 7:00 a.m. After this time if the assignment is left unfilled the administrator will proceed to fill the assignment in accordance with Article L67.

L67.15.02 Unless otherwise agreed, the automated calling system shall operate so as to guarantee an equitable distribution of work for all short-term occasional

teachers whose names are on the Occasional Teachers List referred to in Article L67 and who are available for work. In exceptional circumstances as agreed to by the parties, SEMS may be overridden.

- L67.15.03 An Occasional Teacher's name shall be removed from the list for the following reasons:
- for just and sufficient cause as per Article L40 and Article L67.08.02.01
  - for failure to return the agreement to teach form by June 30<sup>th</sup>
  - for non-contactability and refusal of assignments as per Article L67.10.01.06.10
- L67.15.04 Effective at the ratification by both parties of this agreement, there shall be established a Joint SEMS Implementation Committee comprised of 3 members of the Bargaining Unit and 3 Employer representatives. The committee shall meet at the call of either party to discuss issues related to the implementation and maintenance of the SEMS automated call-out system. This committee will make the decision concerning full implementation of SEMS in all secondary schools.
- L67.15.05 Modifications to the operation of the automated calling system shall only be made with the mutual written consent of the parties to this Agreement.
- L67.15.06 Monthly, the Employer shall provide to the Union,
- the records of all calls by the automated calling system and data collected
  - the use and assignments of personnel not on the occasional teacher list. As per Article L67.10.01.06.05 amended.
  - information about calls and data under the procedure outlined in Article L67.10.01.06.

L67.16 Each Short Term Occasional Teacher shall be provided with an Occasional Teacher Class Coverage Folder. Within 60 days of ratification, a workgroup consisting of 3 members appointed by the HPEDSB and 3 Teachers appointed by OSSTF District 29 shall develop minimum requirements for class coverage folders.

## **ARTICLE L68 LABOUR MANAGEMENT COMMITTEE**

L68.01 There shall be a Labour-Management Committee consisting of two (2) members appointed by the Employer and two (2) members appointed by the Bargaining unit.

L68.02 The committee shall meet as required at the request of the Bargaining Unit Executive or of the Employer to discuss matters of common concern.

L68.03 Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Bargaining unit members of the Committee.

## **ARTICLE L69 PRE-NEGOTIATIONS DATA COMMITTEE**

L69.01 The Board and OSSTF will assist each other in gathering common data regarding school and systems operations and programs to provide both parties with information required for decision-making during negotiations.

## **ARTICLE L70 BUDGET COMMITTEE**

L70.01 Each Secondary School shall have a budget committee which shall include three elected members representing OSSTF.

## **ARTICLE L71 SCHOOL CLOSURE**

L71.01 Following the Board's vote to close a secondary school, the Board and the Federation shall develop a protocol to deal with affected staff.

## **ARTICLE L72 ACT OR REGULATION CHANGES**

L72.01 In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations, and in the opinion of either party such action has brought about changes in the terms and conditions of work from those originally described by the parties in the Collective Agreement, the parties shall meet within fifteen (15) days of the written request of either party for such meeting.

L72.02 The parties shall attempt to agree on a method of modifying the Collective Agreement by mutual consent to restore to members of OSSTF District 29 the terms and conditions of work contracted when the agreement was made. The principle of restoration is to apply when not specifically contrary to the new Statutes or Regulations.

L72.03 In the event that the parties fail to agree that a modification of terms and conditions of work has taken place, or if the parties cannot agree on the necessary amendments to restore the terms and conditions originally agreed upon, the matter shall be referred to an arbitrator according to the conditions in Article L6 of the Grievance Procedure.



## MEMORANDUM OF SETTLEMENT

Between

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL  
BOARD**

(hereinafter "the  
Board")

-and-

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
DISTRICT 29, TEACHERS/OCCASIONAL TEACHERS  
BARGAINING UNIT** (hereinafter "the Union")

**WHEREAS** the Ontario Secondary School Teachers' Federation and the Ontario Public School Boards Association and the Province of Ontario have negotiated and ratified a Collective Agreement with respect to issues that are within the scope of central bargaining (the "Central Agreement");

**AND WHEREAS** the Central Agreement requires that the parties amend their current collective agreement such that Part "A" shall comprise those terms which are central terms and Part "B" shall comprise those terms which are local terms;

**AND WHEREAS** the parties to this Memorandum of Settlement have been engaged in negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining;

**AND WHEREAS** the parties have reached a tentative agreement with respect to issues that are within the scope of local bargaining;

Therefore, the parties agree and acknowledge as follows:

1. the documents attached hereto as Appendix "A" constitute a settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining;
2. any provisions that are within the scope of local bargaining that are not addressed herein shall remain as per the language of the current Collective Agreement;
3. the settlement of the new Collective Agreement with respect to issues that are within the scope of local bargaining shall be recommended for ratification by the parties to their respective principles;
4. any proposal or position which may have been taken or submitted by either of the parties hereto and which are not part of this Memorandum of Settlement are hereby withdrawn;

5. all provisions of this Memorandum of Settlement shall become effective on the first business day following ratification by the second of the parties to do so, unless the express terms of the provision require otherwise;
6. all provisions of this Memorandum of Settlement are conditional upon the ratification by the parties no later than March 22, 2021;
7. and, upon ratification, the parties shall meet and continue to work in good faith toward amending the current Collective Agreement to reflect the changes required by way of the Central Agreement, including the renumbering of provisions and the process of formalizing Part “A” and Part “B” of the Collective Agreement.

Signed this 4<sup>th</sup> day of March 2021, at Aylmer, Ontario

For the Board:

*Michael P. Sereda*

For the Union:

*Andrew Wachner*

**LETTER OF AGREEMENT**  
**Between**  
**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**  
**AND**  
**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**REPRESENTING**  
**THE TEACHERS' BARGAINING UNIT – OSSTF DISTRICT 29**

**Re: Surplus, Voluntary Mobility and Administrative Transfer Processes**

1. This work pertains to Articles 52, 53 and 54 in the Hastings and Prince Edward District School Board and OSSTF District 29 collective agreement. The parties agree to review and make recommendations to align with the Collective Agreement and the Joint Staffing Committee processes and update contractual language, while taking into consideration the staffing needs of the district. These recommendations will inform future bargaining and language within the collective agreement.
  
2. The following timelines will guide the work of the group.
  - a. Within 30 days of ratification of the collective agreement the work group should be established and have held its initial meeting to discuss the components of the work to be undertaken and to establish guiding principles and norms. The work group shall be comprised of the Bargaining Unit President, Superintendent of Human Resources Services as well as up to four additional OSSTF members and four additional members for the board. The Bargaining Unit President and Superintendent of Human Resource Services co-chair the work group.
  - b. Recommendations, agreed upon by both parties, will guide the 2016 spring staffing process.

Dated at Belleville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

For the Ontario Secondary School Teacher's Federation

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For the Hastings and Prince Edward District School Board

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**LETTER OF AGREEMENT**  
**Between**  
**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**  
**AND**  
**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**REPRESENTING**  
**THE TEACHERS' BARGAINING UNIT – OSSTF DISTRICT 29**

**Re: School Organization Related to Department Headships Work Group**

The parties agree to review and make recommendations regarding school organization as it relates to the roles and responsibilities of department headships, the structure of department headships, and the development and implementation process and timelines for the school organization plan.

The recommendations, agreed upon by both parties, will inform future bargaining and language within the collective agreement.

Upon completion of the 2016 Department Headship staffing process the workgroup should be established and have held its initial meeting to discuss the components of the work to be undertaken and to establish guiding principles and norms. The workgroup shall be comprised of the Bargaining Unit President, Superintendent of Curriculum Services as well as four additional OSSTF members and four additional members for the board. The Bargaining Unit President and Superintendent of Curriculum Services co-chair the work group.

The Workgroup will complete its review and recommendations by June 30<sup>th</sup>, 2017

Dated at Belleville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

For the Ontario Secondary School Teacher's Federation

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For the Hastings and Prince Edward District School Board

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**LETTER OF AGREEMENT**  
**Between**  
**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**  
**AND**  
**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**REPRESENTING**  
**THE TEACHERS' BARGAINING UNIT – OSSTF DISTRICT 29**

**Re: Exam Workload Committee**

An Exam Workload Committee will be created to be composed of: a Superintendent, H. R. Officer, two board representatives, District President, District Officer and two OSSTF representatives.

The committee will have an initial meeting prior to January 1<sup>st</sup>, 2016 to define the scope of the committees work. A report will be completed no later than May 1<sup>st</sup>, 2016 and the findings within the report constitute the working draft for future examination time periods.

The following items addressed by the committee may include: teacher duties related to supervision, report card completion, promotion meetings and deadlines for marks and comments.

Dated at Belleville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
For the Ontario Secondary School Teacher's Federation

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For the Hastings and Prince Edward District School Board

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**Letter of Agreement  
Between  
The Hastings and Prince Edward District School Board  
And  
The Ontario Secondary School Teachers' Federation, District 29**

**Staffing Allocation from PDT**

The parties will use the Joint Staffing Committee to review and deploy the staffing allocation in the Appendix "Student Success Teachers" of the PDT Agreement between the Ontario Secondary School Teachers' Federation and the Hastings and Prince Edward District School Board dated \_\_\_\_\_ within the following parameters.

The Joint Staffing Committee shall meet in accordance with the time-lines agreed to by the Joint Staffing Committee of each year to discuss the implementation of item C below.

- A) As part of their Board-Wide Improvement Plan and comprehensive Student Success Plan, and within the resources provided by the Government, the Board will articulate a strategy to enhance programs and services for students over four (4) years.
- B) The parties acknowledge their Joint Staffing Committee to locally identify and promote effective practices for student success.
- C) This strategy will lead to the deployment and identification of a minimum average of 1.0 Student Success Teacher FTE per secondary school.

The number of FTE Student Success Teachers shall be, based on enrolment projections. Staffing numbers will be finalized when actual enrolment numbers are known.

<b>Year</b>	<b>Sections</b>	<b>Total Sections</b>
2008-2009	8 sections	8
2009-2010	7 sections	15
2010-2011	11 sections	26
2011-2012	10 sections	36
2012-2013	10 sections	46

- D) The strategy shall determine the deployment of the Student Success Teachers according to the following criteria:
  - o release time to enhance individual support for at-risk and disengaged students;
  - o credit recovery and/or credit rescue;
  - o increases in course offerings to improve student engagement;
  - o strategic class size reductions (e.g. in Applied courses);
  - o other evidence-based strategies that improve student outcomes, as determined locally.

The Hastings and Prince Edward District School Board and OSSTF District 29 are committed to improve student achievement, reduce gaps in student outcomes, and increase confidence in publicly funded education. This statement is non-grievable.

Dated at Belleville, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2009.

On behalf of the Hastings and  
Prince Edward District School Board

On behalf of District 29, OSSTF

**LETTER OF AGREEMENT**

**between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

**representing**

**THE TEACHERS' BARGAINING UNIT - OSSTF DISTRICT 29**

**RE: Multi-Subject Instructional Period**

The Parties agree as follows:

1. That the working conditions and workload at Bayside Secondary School meet those within the Collective Agreement.
2. No other secondary school may implement MSIP without mutual consent of the parties.
3. The total number of MSIP periods for which a fulltime teacher is responsible shall not exceed 75 per semester for the life of this agreement.
4. Teachers scheduled in the MSIP period will only be responsible for the reporting of learning skills for the student assigned, and for assisting students with mastering instructional expectations and reporting attendance for purposes of reporting within the school. No new expectations during the MSIP period will be assigned.
5. The MSIP shall be limited to a total of no more than 28 students.
6. The School Staff Advisory Committee will review the teacher's MSIP schedules as part of their duties outlined in Article L57 of the collective agreement.

Dated at Belleville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2009

For the Union:

\_\_\_\_\_  
\_\_\_\_\_

For the Board:

\_\_\_\_\_

**LETTER OF AGREEMENT**  
**between**  
**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**  
**and**  
**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**representing**  
**THE TEACHERS' BARGAINING UNIT - OSSTF DISTRICT 29**

**Re: Credit Delivery**

1. The Parties agree that Article L60.01 in the Collective Agreement between OSSTF District 29 and The Hastings and Prince Edward District School Board defines the instructional model by semester for secondary Teachers.
  
2. Any alternate models of credit delivery (i.e. One credit through two semesters) must be approved by the Teacher, the Board, and the Bargaining Unit.
  
3. The Bargaining Unit may request rationale to support such a request from the School Staff Advisory Committee.

Dated at Belleville, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2005

For the Ontario Secondary School Teacher's Federation

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\_\_\_\_\_  
\_\_\_\_\_

For the Hastings and Prince Edward District School Board

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**Letter of Understanding**

**Between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**And**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, District 29**

**Benefit Improvements**

Whereas the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2010-11 the benefit benchmark by .26%;

The parties agree that the estimated funding enhancement for benefits is \$295,113.00 and the allocation of OSSTF District 29 bargaining unit's proportional share of this amount is calculated as the ratio between OSSTF District 29 bargaining units FTE to the total FTE of the Board's unionized and non-unionized employees, excluding occasional teachers, as will be reported in the Board's 2008-2009 financial statements. It is estimated the proportional share for members of OSSTF District 29 is \$70,626.

The benefit enhancements for implementation September 1, 2010 are as follows:

1. Vision Care – increase coverage to \$400. every 24 months
2. Extended Health Care – paramedical services and therapeutic massage  
- \$300 annual limit (no per visit maximum)
3. Hearing Aids - \$400. Every 48 months
4. Dental – increase board share to 100% of dental plan (current ODA Schedule minus 1 year as of January 1<sup>st</sup> of each year) including orthodontic and major restorative riders.

Signed this 14<sup>th</sup> day of January 2009.

**FOR THE BOARD**

**FOR THE UNION**

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\_\_\_\_\_

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**Letter of Understanding**

**Between**

**THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**And**

**THE ONTARIO SECONDARY SCHOOL TEACHER'S FEDERATION, District 29**

Article L61.05.01

The parties agree that the board shall not deny a candidate the opportunity present in Article L61.05.01 without just cause.

Dated this 14<sup>th</sup> day of January, 2009, BELLEVILLE, Ontario.

For the Union:

For the Board:

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