

# **COLLECTIVE AGREEMENT**

**Between**

**The Toronto District  
School Board**

**And**

**The Ontario Secondary School  
Teachers' Federation**

**for the**


**2019-20, 2020-21, 2021-22**

**school years**

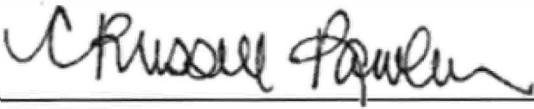
**IN WITNESS WHEREOF** the Board has caused to be affixed hereto its seal attested to by the hands of their proper officers duly authorized in that behalf and the Union has by the hands of their duly authorized representatives executed this Agreement.

Dated at Toronto this 27th day of August, 2021.

**Toronto District School Board**



**Chair**



**Director of Education and Secretary-Treasurer**



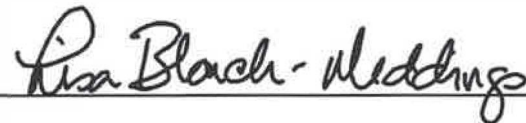
**Chief Negotiator**

**The Ontario Secondary School Teachers' Federation**

(representing Secondary Teachers employed by the Toronto District School Board).



**President**



**Chief Negotiator**

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|--|-----------|
| <b>Part A: Central Agreement</b> .....   | <b>3</b>  |
| <b>C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT</b> .....   | <b>3</b>  |
| C1.1 Separate Central and Local Terms.....   | 3         |
| C1.2 Implementation.....   | 3         |
| C1.3 Parties .....   | 3         |
| C1.4 Single Collective Agreement .....   | 3         |
| <b>C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL</b> .....  | <b>3</b>  |
| C2.1 Term of Agreement.....  | 3         |
| C2.2 Amendment of Terms .....  | 3         |
| C2.3 Notice to Bargain .....   | 3         |
| <b>C3.00 DEFINITIONS</b> .....   | <b>4</b>  |
| <b>C4.00 CENTRAL LABOUR RELATIONS COMMITTEE</b> .....  | <b>4</b>  |
| <b>C5.00 CENTRAL GRIEVANCE PROCESS</b> .....   | <b>4</b>  |
| C5.1 Definitions.....  | 5         |
| C5.2 Central Dispute Resolution Committee.....   | 5         |
| C5.3 The grievance shall include:.....   | 6         |
| C5.4 Referral to the Committee: .....  | 6         |
| C5.5 Voluntary Mediation.....  | 6         |
| C5.6 Selection of the Arbitrator .....   | 7         |
| <b>C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER</b> .....                                  | <b>7</b>  |
| <b>C7.00 BENEFITS</b> .....  | <b>7</b>  |
| C7.1 ELHT Benefits .....   | 7         |
| C7.2 Eligibility and Coverage .....  | 8         |
| C7.3 Funding .....   | 8         |
| C7.4 Full-Time Equivalent (FTE) and Employer Contributions.....  | 9         |
| C7.5 Benefits Committee .....  | 9         |
| C7.6 Privacy.....  | 9         |
| C7.7 Benefits not provided by the OSSTF ELHT .....   | 9         |
| C7.8 Benefits for Daily Occasional Teachers.....   | 10        |
| C7.9 Payment in Lieu of Benefits.....  | 10        |
| C7.10 WSIB Top-Up .....  | 10        |
| C7.11 Long-Term Disability (Employee Paid Plans) .....   | 11        |
| <b>C8.00 STATUTORY LEAVES OF ABSENCE/SEB</b> .....   | <b>11</b> |
| C8.1 Family Medical Leave or Critical Illness Leave .....  | 11        |
| <b>C9.00 SICK LEAVE</b> .....  | <b>12</b> |
| C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers) .... | 12        |
| <b>C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT</b> .....  | <b>15</b> |
| <b>C11.00 MINISTRY/SCHOOL BOARD INITIATIVES</b> .....  | <b>15</b> |
| <b>C12.00 OCCASIONAL TEACHERS AND PA DAYS</b> .....  | <b>16</b> |
| <b>C13.00 PROVINCIAL FEDERATION RELEASE DAYS</b> .....   | <b>16</b> |
| <b>C14.00 E-LEARNING</b> .....   | <b>16</b> |
| <b>CENTRAL APPENDIX A – RETIREMENT GRATUITIES</b> .....  | <b>18</b> |
| <b>CENTRAL APPENDIX B – ABILITIES FORM</b> .....   | <b>19</b> |
| <b>LETTER OF AGREEMENT #1</b> .....  | <b>21</b> |
| RE: Sick Leave .....   | 21        |
| <b>LETTER OF AGREEMENT #2</b> .....  | <b>22</b> |
| RE: Status Quo Central Items.....  | 22        |

|   |           |
|---|-----------|
| <b>LETTER OF AGREEMENT #3</b> .....   | <b>23</b> |
| RE: Central Items That Modify Local Terms .....   | 23        |
| <b>LETTER OF AGREEMENT #4</b> .....   | <b>26</b> |
| RE: Qualifications Evaluation Council of Ontario (QECCO) .....                                | 26        |
| <b>LETTER OF AGREEMENT #5</b> .....   | <b>27</b> |
| RE: Provincial Working Group - Health and Safety.....   | 27        |
| <b>LETTER OF AGREEMENT #6</b> .....   | <b>28</b> |
| RE: Online Reporting Tool for Violent Incidents.....  | 28        |
| <b>LETTER OF AGREEMENT #7</b> .....   | <b>29</b> |
| RE: Half Day of Violence Prevention Training .....  | 29        |
| <b>LETTER OF AGREEMENT #8</b> .....   | <b>30</b> |
| RE: Combined Teachers' Bargaining Units .....   | 30        |
| <b>LETTER OF AGREEMENT #9</b> .....   | <b>31</b> |
| RE: Long Term Disability Administration .....   | 31        |
| <b>LETTER OF AGREEMENT #10</b> .....  | <b>33</b> |
| RE: Employee Life and Health Trust (ELHT) Committee .....                                     | 33        |
| <b>LETTER OF AGREEMENT #11</b> .....  | <b>34</b> |
| RE: Pilot on a Streamlined Arbitration Process Model.....                                     | 34        |
| <b>LETTER OF AGREEMENT #12</b> .....  | <b>35</b> |
| RE: E-Learning Implementation Committee .....   | 35        |
| <b>LETTER OF AGREEMENT #13</b> .....  | <b>36</b> |
| RE: E-Learning Alternative Models.....  | 36        |
| <b>HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY</b> .....                        | <b>37</b> |
| <br>  |           |
| <b>Part B: Local Agreement</b> .....  | <b>4</b>  |
| RECOGNITION .....   | 4         |
| <b>PART I - GENERAL</b> .....   | <b>5</b>  |
| L1.0    DEFINITIONS.....  | 5         |
| L2.0    TERM OF AGREEMENT.....  | 7         |
| L3.0    TO WHOM THIS AGREEMENT APPLIES .....  | 7         |
| L4.0    GRIEVANCE AND ARBITRATION PROCEDURE .....   | 8         |
| L4.7    Step One .....  | 9         |
| L4.10   Step Two .....  | 9         |
| L5.0    INDIVIDUAL RIGHTS.....  | 11        |
| <b>PART II - SALARY</b> .....   | <b>12</b> |
| L6.0    PLACEMENT ON THE SALARY SCALES.....   | 12        |
| L7.0    SALARY SCALES .....   | 17        |
| L7.1    Salary Scales - Teachers (other than co-ordinators and assistant co-ordinators) ..... | 17        |
| L7.2    Salary Scales - Co-ordinators and Assistant Co-ordinators.....                        | 18        |
| L7.3    ALLOWANCES FOR RESPONSIBILITY.....  | 18        |
| L7.6    POST GRADUATE DEGREE ALLOWANCE .....  | 18        |
| L7.8    SPECIAL EDUCATION ALLOWANCE.....  | 18        |
| L7.10   EXPENSE ALLOWANCE .....   | 19        |
| L8.0    O.S.S.T.F. DUES AND BARGAINING UNIT LEVY .....  | 19        |
| L9.0    HOLIDAY AND VACATION FOR 12 MONTH CO-ORDINATORS/ASSISTANT CO-ORDINATORS.....          | 20        |
| L10.0   METHOD OF PAYMENT.....  | 20        |

|   |           |
|---|-----------|
| <b>PART III - WORKING RULES .....</b>                                       | <b>21</b> |
| L11.0 POSITIONS OF RESPONSIBILITY.....                                      | 21        |
| L12.0 CENTRALLY ASSIGNED TEACHERS .....                                     | 22        |
| L13.0 VACANCIES, TRANSFERS AND APPOINTMENTS .....                           | 23        |
| L13.1 Vacancies.....  | 23        |
| L13.7 Transfers .....   | 23        |
| L13.10 Appointments .....   | 23        |
| L13.12 School Closures .....  | 23        |
| L14.0 PROFESSIONAL DEVELOPMENT.....   | 24        |
| L15.0 EVALUATION.....   | 24        |
| L16.0 PERSONNEL FILES .....   | 25        |
| L17.0 NON-TEACHING DUTIES.....  | 25        |
| L18.0 STAFF MEETINGS .....  | 26        |
| L19.0 TEACHER TIMETABLES .....  | 26        |
| L20.0 SCHOOL STAFFING COMMITTEES.....                                       | 27        |
| L21.0 SECONDARY CONSULTATION COMMITTEE .....                                | 28        |
| L22.0 NOTICE OF RETIREMENT OR RESIGNATION.....                              | 30        |
| L23.0 COMMUNICATIONS GENERAL.....   | 30        |
| L24.0 OCCUPATIONAL HEALTH AND SAFETY.....                                   | 31        |
| L25.0 STAFF ALLOCATION .....  | 31        |
| L26.0 WORKLOAD .....  | 32        |
| L27.0 REPORTING .....   | 33        |
| L28.0 ONTARIO COLLEGE OF TEACHERS.....                                      | 34        |
| L29.0 PART-TIME TEACHING.....   | 34        |
| L30.0 POLICE REFERENCE CHECKS .....   | 35        |
| <b>PART IV - EMPLOYEE BENEFITS .....</b>                                    | <b>36</b> |
| L31.0 MISCELLANEOUS LEAVES .....  | 36        |
| L31.2 Miscellaneous Leaves To A Maximum of 5 Days .....                     | 36        |
| L32.0 ADDITIONAL MISCELLANEOUS LEAVES.....                                  | 37        |
| L33.0 LEAVES - GENERAL .....  | 38        |
| L34.0 PREGNANCY, PARENTAL AND EXPANDED PARENTAL LEAVES.....                 | 39        |
| L34.1 General Provisions .....  | 39        |
| L34.8 Pregnancy Leave .....   | 40        |
| L34.11 Parental Leave .....   | 40        |
| L34.13 Expanded Parental Leave .....  | 40        |
| L35.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN .....                     | 41        |
| L36.0 LEAVES OF ABSENCE .....   | 41        |
| L36.1 Leaves of Absence for Special Training .....                          | 41        |
| L36.4 Leaves of Absence Without Pay.....                                    | 41        |
| L36.8 Leaves for Federation Business .....                                  | 42        |
| L37.0 LEAVES OF ABSENCE – SELF FUNDED LEAVES PLAN .....                     | 43        |
| L38.0 SICK LEAVE .....  | 44        |
| L39.0 SICK LEAVE CREDIT GRATUITY .....                                      | 45        |
| L40.0 INSURED EMPLOYEE BENEFITS .....                                       | 47        |
| L40.1 Life Insurance - Group Life Insurance Plan .....                      | 47        |
| L41.0 EMPLOYMENT INSURANCE COMMISSION REBATE.....                           | 47        |
| L42.0 NORTH YORK AND TORONTO SERVICE GRATUITIES .....                       | 47        |
| L43.0 FAMILY MEDICAL LEAVE .....  | 48        |
| <b>PART V - SENIORITY, DECLINING ENROLMENT AND SURPLUS PROCEDURES .....</b> | <b>49</b> |
| L44.0 SENIORITY .....   | 49        |
| L44.7 Seniority and Qualifications Lists.....                               | 50        |
| L44.13 Identification of Teachers Surplus to a School .....                 | 51        |
| L44.16 Assignment of Teachers Identified as Surplus to a School.....        | 51        |

|   |  |    |
|---|--|----|
| L44.22  | Board-wide Surplus Procedures .....  | 52 |
| L45.0   | REPLACEMENT TEACHERS .....   | 53 |
| L46.0   | DECLINING ENROLMENT MEASURES .....   | 53 |
| L46.1   | Part-time Teaching .....   | 53 |
| L46.7   | Retraining .....   | 54 |
| L47.0   | RECALL .....   | 56 |
| L48.0   | SEVERANCE PAY .....  | 57 |
| <b>PART VI – CONTINUING EDUCATION TEACHERS .....</b>  | <b>58</b>  |    |
| L49.0   | GRIEVANCE AND ARBITRATION PROCEDURE .....  | 58 |
| L49.2   | Notice of Grievance by the Grievor and Bargaining Unit .....   | 58 |
| L49.6   | Notice of Intent to Proceed to Arbitration .....   | 59 |
| L50.0   | INDIVIDUAL RIGHTS .....  | 60 |
| L51.0   | BEREAVEMENT .....  | 60 |
| L52.0   | OBSERVING RELIGIOUS DAYS .....   | 60 |
| L53.0   | OTHER TERMS AND CONDITIONS APPLYING TO CONTINUING EDUCATION TEACHERS .....                           | 61 |
| <b>PART VI.I – CONTINUING EDUCATION SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL .....</b> | <b>61</b>  |    |
| L54.0   | SALARY FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL .....                                     | 61 |
| L55.0   | RESPONSIBILITY ALLOWANCES FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL .....                  | 63 |
| L56.0   | WORKING CONDITIONS FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL .....                         | 63 |
| <b>PART VI.II – ADULT DAY SCHOOL CONTINUING EDUCATION .....</b>                               | <b>64</b>  |    |
| L57.0   | SALARY FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....   | 64 |
| L58.0   | RESPONSIBILITY ALLOWANCES FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....                            | 65 |
| L59.0   | STAFFING FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....   | 65 |
| L59.1   | Adult Day School Class Size .....  | 65 |
| L60.0   | WORKING CONDITIONS FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....                                   | 66 |
| L61.0   | Seniority for Adult Day School Continuing Education Teachers .....                                   | 67 |
| L62.0   | LEAVES GENERAL FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....                                       | 68 |
| L63.0   | HIRING TO CONTRACT FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....                                   | 68 |
| <b>LETTERS OF UNDERSTANDING .....</b>   | <b>70</b>  |    |
|   | LETTER OF UNDERSTANDING Re: Replacement Teachers .....   | 70 |
|   | LETTER OF UNDERSTANDING Re: Full Day Coverage .....  | 70 |
|   | LETTER OF UNDERSTANDING Re: Reporting of Hours for Purposes of Collecting Employment Insurance ..... | 71 |
|   | LETTER OF UNDERSTANDING Re: Supervision .....  | 71 |
|   | LETTER OF UNDERSTANDING Re: Terms and Conditions Applying to Continuing Education Teachers .....     | 72 |
|   | LETTER OF INTENT Re: Adult Education Re-Opener .....   | 73 |
|   | LETTER OF UNDERSTANDING Re: Board Investigations .....   | 73 |
|   | LETTER OF UNDERSTANDING Re: Teacher-specific Joint Health and Safety Committee .....                 | 73 |
|   | LETTER OF UNDERSTANDING Re: E-Learning .....   | 74 |
|   | LETTER OF UNDERSTANDING Re: Catastrophic/Crisis Management Response .....                            | 74 |
|   | LETTER OF UNDERSTANDING Re: Review of the Emergency Catastrophic/Crisis Planning Process .....       | 74 |
|   | LETTER OF UNDERSTANDING Re: Joint Management Labour Environment Committee .....                      | 75 |
|   | LETTER OF UNDERSTANDING Re: K-12 Schools/Sites .....   | 75 |
|   | LETTER OF UNDERSTANDING Re: Accommodation & Return to Work .....                                     | 75 |
|   | LETTER OF UNDERSTANDING Re: Staffing (For Inclusion in Secondary Staffing Binder) .....              | 77 |
|   | LETTER OF UNDERSTANDING Re: Staffing (For Inclusion in Secondary Staffing Binder) .....              | 77 |
|   | LETTER OF INTENT Re: Update to TDSB TPA Manual .....   | 77 |
|   | LOCAL APPENDIX A .....   | 78 |
|   | Allowances for Responsibility .....  | 78 |
|   | LOCAL APPENDIX B .....   | 79 |
|   | SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN .....  | 79 |
|   | LOCAL APPENDIX C .....   | 82 |

|  |    |
|--|----|
| SAMPLE LETTER - REPLACEMENT TEACHER .....              | 82 |
| LOCAL APPENDIX D .....                                 | 83 |
| Adult Day School Qualification Rating Statements ..... | 83 |

## **Part A: Central Agreement**

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

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

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

#### **C1.2 Implementation**

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

#### **C1.3 Parties**

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

#### **C1.4 Single Collective Agreement**

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

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

#### **C2.1 Term of Agreement**

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

#### **C2.2 Amendment of Terms**

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

#### **C2.3 Notice to Bargain**

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:



- i. within 90 (ninety) days of the expiry of the collective agreement; or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

### **C3.00 DEFINITIONS**

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).

C3.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.

C3.4 “Employee” shall be defined as per the *Employment Standards Act*.

C3.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

### **C4.00 CENTRAL LABOUR RELATIONS COMMITTEE**

C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

### **C5.00 CENTRAL GRIEVANCE PROCESS**

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective*

*Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

#### **C5.1 Definitions**

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

#### **C5.2 Central Dispute Resolution Committee**

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
  - i. To file a dispute as a grievance with the Committee.
  - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
  - iii. To withdraw a grievance.
  - iv. To mutually agree to refer a grievance to the local grievance procedure.
  - v. To mutually agree to voluntary mediation.
  - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
  - i. To give or withhold approval to any proposed settlement between the central parties.
  - ii. To participate in voluntary mediation.
  - iii. To intervene in any matter referred to arbitration.

- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

**C5.3 The grievance shall include:**

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

**C5.4 Referral to the Committee:**

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

**C5.5 Voluntary Mediation**

- a) The central parties may, on mutual agreement, request the assistance of a mediator.

- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

#### **C5.6 Selection of the Arbitrator**

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

#### **C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER**

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

#### **C7.00 BENEFITS**

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

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

#### **C7.1 ELHT Benefits**

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

Post Participation Date, the following shall apply:

## C7.2 Eligibility and Coverage

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

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

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

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

## C7.3 Funding

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

- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

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

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

#### **C7.5 Benefits Committee**

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

#### **C7.6 Privacy**

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

#### **C7.7 Benefits not provided by the OSSTF ELHT**

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

### C7.8 Benefits for Daily Occasional Teachers

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

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

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by 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.

## **CENTRAL 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.

## CENTRAL APPENDIX B – ABILITIES FORM

|   |                           |
|---|---------------------------|
| <b>Employee Group:</b>  | <b>Requested By:</b>      |
| <b>WSIB Claim:</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> | <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><br><i>(Please print)</i>  |  | <b>Employee Signature:</b>   |   |
| <b>Employee ID:</b>   |  | <b>Telephone No:</b>   |   |
| <b>Employee Address:</b>  |  | <b>Work Location:</b>  |   |
| <b>1. Health Care Professional: The following information should be completed by the Health Care Professional</b>   |  |  |   |
| Please check one:   |  |  |   |
| <input type="checkbox"/> Patient is capable of returning to work with no restrictions.  |  |  |   |
| <input type="checkbox"/> Patient is capable of returning to work with restrictions. <b>Complete section 2 (A &amp; B) &amp; 3</b>   |  |  |   |
| <input type="checkbox"/> 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.<br><b>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.</b> |  |  |   |
| First Day of Absence:<br>_____  |  | General Nature of Illness <i>(please do not include diagnosis)</i> :<br>_____  |   |
| Date of Assessment: <b>dd</b> <b>mm</b> <b>yyyy</b>   |  |  |   |
| <b>2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.</b>  |  |  |   |
| <b>PHYSICAL (if applicable)</b>   |  |  |   |
| <b>Walking:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Up to 100 metres<br><input type="checkbox"/> 100 - 200 metres<br><input type="checkbox"/> Other <i>(please specify)</i> :  | <b>Standing:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Up to 15 minutes<br><input type="checkbox"/> 15 - 30 minutes<br><input type="checkbox"/> Other <i>(please specify)</i> : | <b>Sitting:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Up to 30 minutes<br><input type="checkbox"/> 30 minutes - 1 hour<br><input type="checkbox"/> Other <i>(please specify)</i> :  | <b>Lifting from floor to waist:</b><br><input type="checkbox"/> Full Abilities<br><input type="checkbox"/> Up to 5 kilograms<br><input type="checkbox"/> 5 - 10 kilograms<br><input type="checkbox"/> Other <i>(please specify)</i> : |
| <b>Lifting from Waist to Shoulder:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 kilograms<br><input type="checkbox"/> 5 - 10 kilograms<br><input type="checkbox"/> Other <i>(please specify)</i> :  | <b>Stair Climbing:</b><br><input type="checkbox"/> Full abilities<br><input type="checkbox"/> Up to 5 steps<br><input type="checkbox"/> 6 - 12 steps<br><input type="checkbox"/> Other <i>(please specify)</i> : | <input type="checkbox"/> <b>Use of hand(s):</b><br><b>Left Hand</b> <b>Right Hand</b><br><input type="checkbox"/> Gripping <input type="checkbox"/> Gripping<br><input type="checkbox"/> Pinching <input type="checkbox"/> Pinching<br><input type="checkbox"/> Other <i>(please specify)</i> : <input type="checkbox"/> Other <i>(please specify)</i> : |   |



**APPENDIX B – ABILITIES FORM**

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

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central 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.

## **5.1.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY**

### **5.1.0 Shared Services**

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

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

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

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

### **5.3.0 Accountability**

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



design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

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

## **6.0.0 TRANSITION COMMITTEE**

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

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

**1. Pregnancy Leave Benefits**

Common Central Provisions

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

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

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

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

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

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

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

## **3. Short Term Paid Leaves**

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 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 Agreement

|  |           |
|--|-----------|
| RECOGNITION .....  | 4         |
| <b>PART I - GENERAL.....</b>   | <b>5</b>  |
| L1.0 DEFINITIONS.....  | 5         |
| L2.0 TERM OF AGREEMENT.....  | 7         |
| L3.0 TO WHOM THIS AGREEMENT APPLIES .....  | 7         |
| L4.0 GRIEVANCE AND ARBITRATION PROCEDURE .....   | 8         |
| L4.7 Step One .....  | 9         |
| L4.10 Step Two .....   | 9         |
| L5.0 INDIVIDUAL RIGHTS.....  | 11        |
| <b>PART II - SALARY .....</b>  | <b>12</b> |
| L6.0 PLACEMENT ON THE SALARY SCALES.....   | 12        |
| L7.0 SALARY SCALES .....   | 17        |
| L7.1 Salary Scales - Teachers (other than co-ordinators and assistant co-ordinators) ..... | 17        |
| L7.2 Salary Scales - Co-ordinators and Assistant Co-ordinators.....                        | 18        |
| L7.3 ALLOWANCES FOR RESPONSIBILITY.....  | 18        |
| L7.6 POST GRADUATE DEGREE ALLOWANCE .....  | 18        |
| L7.8 SPECIAL EDUCATION ALLOWANCE.....  | 18        |
| L7.10 EXPENSE ALLOWANCE .....  | 19        |
| L8.0 O.S.S.T.F. DUES AND BARGAINING UNIT LEVY .....  | 19        |
| L9.0 HOLIDAY AND VACATION FOR 12 MONTH CO-ORDINATORS/ASSISTANT CO-ORDINATORS.....          | 20        |
| L10.0 METHOD OF PAYMENT.....   | 20        |
| <b>PART III - WORKING RULES .....</b>  | <b>21</b> |
| L11.0 POSITIONS OF RESPONSIBILITY.....   | 21        |
| L12.0 CENTRALLY ASSIGNED TEACHERS .....  | 22        |
| L13.0 VACANCIES, TRANSFERS AND APPOINTMENTS .....  | 23        |
| L13.1 Vacancies.....   | 23        |
| L13.7 Transfers .....  | 23        |
| L13.10 Appointments .....  | 23        |
| L13.12 School Closures .....   | 23        |
| L14.0 PROFESSIONAL DEVELOPMENT.....  | 24        |
| L15.0 EVALUATION.....  | 24        |
| L16.0 PERSONNEL FILES .....  | 25        |
| L17.0 NON-TEACHING DUTIES.....   | 25        |
| L18.0 STAFF MEETINGS .....   | 26        |
| L19.0 TEACHER TIMETABLES.....  | 26        |
| L20.0 SCHOOL STAFFING COMMITTEES.....  | 27        |
| L21.0 SECONDARY CONSULTATION COMMITTEE .....   | 28        |
| L22.0 NOTICE OF RETIREMENT OR RESIGNATION.....   | 30        |
| L23.0 COMMUNICATIONS GENERAL.....  | 30        |
| L24.0 OCCUPATIONAL HEALTH AND SAFETY.....  | 31        |
| L25.0 STAFF ALLOCATION .....   | 31        |
| L26.0 WORKLOAD .....   | 32        |
| L27.0 REPORTING .....  | 33        |
| L28.0 ONTARIO COLLEGE OF TEACHERS.....   | 34        |
| L29.0 PART-TIME TEACHING.....  | 34        |
| L30.0 POLICE REFERENCE CHECKS .....  | 35        |
| <b>PART IV - EMPLOYEE BENEFITS .....</b>   | <b>36</b> |
| L31.0 MISCELLANEOUS LEAVES .....   | 36        |
| L31.2 Miscellaneous Leaves To A Maximum of 5 Days .....                                    | 36        |
| L32.0 ADDITIONAL MISCELLANEOUS LEAVES.....   | 37        |

|  |  |           |
|--|--|-----------|
| L33.0  | LEAVES - GENERAL .....   | 38        |
| L34.0  | PREGNANCY, PARENTAL AND EXPANDED PARENTAL LEAVES .....                                 | 39        |
| L34.1  | General Provisions .....   | 39        |
| L34.8  | Pregnancy Leave .....  | 40        |
| L34.11   | Parental Leave .....   | 40        |
| L34.13   | Expanded Parental Leave .....  | 40        |
| L35.0  | SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN .....                                      | 41        |
| L36.0  | LEAVES OF ABSENCE .....  | 41        |
| L36.1  | Leaves of Absence for Special Training .....   | 41        |
| L36.4  | Leaves of Absence Without Pay .....  | 41        |
| L36.8  | Leaves for Federation Business .....   | 42        |
| L37.0  | LEAVES OF ABSENCE – SELF FUNDED LEAVES PLAN .....                                      | 43        |
| L38.0  | SICK LEAVE .....   | 44        |
| L39.0  | SICK LEAVE CREDIT GRATUITY .....   | 45        |
| L40.0  | INSURED EMPLOYEE BENEFITS .....  | 47        |
| L40.1  | Life Insurance - Group Life Insurance Plan .....                                       | 47        |
| L41.0  | EMPLOYMENT INSURANCE COMMISSION REBATE .....   | 47        |
| L42.0  | NORTH YORK AND TORONTO SERVICE GRATUITIES .....  | 47        |
| L43.0  | FAMILY MEDICAL LEAVE .....   | 48        |
| <b>PART V - SENIORITY, DECLINING ENROLMENT AND SURPLUS PROCEDURES .....</b>                    |  | <b>49</b> |
| L44.0  | SENIORITY .....  | 49        |
| L44.7  | Seniority and Qualifications Lists .....   | 50        |
| L44.13   | Identification of Teachers Surplus to a School .....                                   | 51        |
| L44.16   | Assignment of Teachers Identified as Surplus to a School .....                         | 51        |
| L44.22   | Board-wide Surplus Procedures .....  | 52        |
| L45.0  | REPLACEMENT TEACHERS .....   | 53        |
| L46.0  | DECLINING ENROLMENT MEASURES .....   | 53        |
| L46.1  | Part-time Teaching .....   | 53        |
| L46.7  | Retraining .....   | 54        |
| L47.0  | RECALL .....   | 56        |
| L48.0  | SEVERANCE PAY .....  | 57        |
| <b>PART VI – CONTINUING EDUCATION TEACHERS .....</b>   |  | <b>58</b> |
| L49.0  | GRIEVANCE AND ARBITRATION PROCEDURE .....  | 58        |
| L49.2  | Notice of Grievance by the Grievor and Bargaining Unit .....                           | 58        |
| L49.6  | Notice of Intent to Proceed to Arbitration .....                                       | 59        |
| L50.0  | INDIVIDUAL RIGHTS .....  | 60        |
| L51.0  | BEREAVEMENT .....  | 60        |
| L52.0  | OBSERVING RELIGIOUS DAYS .....   | 60        |
| L53.0  | OTHER TERMS AND CONDITIONS APPLYING TO CONTINUING EDUCATION TEACHERS .....             | 61        |
| <b>PART VII.I – CONTINUING EDUCATION SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL .....</b> |  | <b>61</b> |
| L54.0  | SALARY FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL .....                       | 61        |
| L55.0  | RESPONSIBILITY ALLOWANCES FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER<br>SCHOOL ..... | 63        |
| L56.0  | WORKING CONDITIONS FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL .....           | 63        |
| <b>PART VII.II – ADULT DAY SCHOOL CONTINUING EDUCATION .....</b>                               |  | <b>64</b> |
| L57.0  | SALARY FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....                                 | 64        |
| L58.0  | RESPONSIBILITY ALLOWANCES FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....              | 65        |
| L59.0  | STAFFING FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....                               | 65        |
| L59.1  | Adult Day School Class Size .....  | 65        |
| L60.0  | WORKING CONDITIONS FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....                     | 66        |
| L61.0  | Seniority for Adult Day School Continuing Education Teachers .....                     | 67        |
| L62.0  | LEAVES GENERAL FOR ADULT DAY SCHOOL CONTINUING EDUCATION .....                         | 68        |

|  |    |
|--|----|
| L63.0 HIRING TO CONTRACT FOR ADULT DAY SCHOOL CONTINUING EDUCATION.....                              | 68 |
| LETTER OF UNDERSTANDING Re: Replacement Teachers .....   | 70 |
| LETTER OF UNDERSTANDING Re: Full Day Coverage.....   | 70 |
| LETTER OF UNDERSTANDING Re: Reporting of Hours for Purposes of Collecting Employment Insurance ..... | 71 |
| LETTER OF UNDERSTANDING Re: Supervision.....   | 71 |
| LETTER OF UNDERSTANDING Re: Terms and Conditions Applying to Continuing Education Teachers.....      | 72 |
| LETTER OF INTENT Re: Adult Education Re-Opener.....  | 73 |
| LETTER OF UNDERSTANDING Re: Board Investigations.....  | 73 |
| LETTER OF UNDERSTANDING Re: Teacher-specific Joint Health and Safety Committee .....                 | 73 |
| LETTER OF UNDERSTANDING Re: E-Learning.....  | 74 |
| LETTER OF UNDERSTANDING Re: Catastrophic/Crisis Management Response .....                            | 74 |
| LETTER OF UNDERSTANDING Re: Review of the Emergency Catastrophic/Crisis Planning Process .....       | 74 |
| LETTER OF UNDERSTANDING Re: Joint Management Labour Environment Committee .....                      | 75 |
| LETTER OF UNDERSTANDING Re: K-12 Schools/Sites .....   | 75 |
| LETTER OF UNDERSTANDING Re: Accommodation & Return to Work .....                                     | 75 |
| LETTER OF UNDERSTANDING Re: Staffing (For Inclusion in Secondary Staffing Binder) .....              | 77 |
| LETTER OF UNDERSTANDING Re: Staffing (For Inclusion in Secondary Staffing Binder) .....              | 77 |
| LETTER OF INTENT Re: Update to TDSB TPA Manual .....   | 77 |
| LOCAL APPENDIX A .....   | 78 |
| Allowances for Responsibility .....  | 78 |
| LOCAL APPENDIX B .....   | 79 |
| SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN .....  | 79 |
| LOCAL APPENDIX C .....   | 82 |
| SAMPLE LETTER - REPLACEMENT TEACHER .....  | 82 |
| LOCAL APPENDIX D .....   | 83 |
| Adult Day School Qualification Rating Statements .....   | 83 |



## Part B: Local Agreement

### RECOGNITION

The Board recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as O.S.S.T.F.) mentioned in the description of the parties to this Agreement as the sole and exclusive Bargaining Agent of all teachers, other than occasional teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time.

(i) For the purposes of Recognition:

"teacher" bears the same meaning as the "Part X.1 teacher" as defined in the Education Act, as amended from time to time, including Teachers assigned to Section 23 programs/TDSS.

"occasional teacher" bears the same meaning as that given to "occasional teacher" by the Education Act, as amended from time to time.

- (ii) The Board further recognizes and O.S.S.T.F. confirms that O.S.S.T.F. has duly authorized the Toronto Teachers' Bargaining Unit of O.S.S.T.F. District 12 Toronto hereinafter referred to as the Bargaining Unit to act as the agent of O.S.S.T.F. in all matters relating to the negotiation, interpretation, administration and application of this Agreement on behalf of all Teachers and Continuing Education Teachers employed by the Board.
- (iii) All matters and rights, not prescribed by this Agreement, shall remain within the sole and exclusive right of the Board to manage its affairs. The Board shall exercise its management rights in a reasonable manner.

# **PART I - GENERAL**

## **L1.0 DEFINITIONS**

- L1.1 In this Agreement:
- L1.2 "Agreement" means this Agreement made pursuant to the Education Act, as amended from time to time.
- L1.3 "Bargaining Agent" means The Ontario Secondary School Teachers' Federation.
- L1.4 "Bargaining Unit" means the Toronto Teachers' Bargaining Unit as described in Recognition above.
- L1.5 "Board" means the Toronto District School Board.
- L1.6 "Continuing Education Teacher" means a teacher employed by the Board under the working conditions set out in Part VI to teach a continuing education course or class established by the Board in accordance with the regulations for which membership in the Ontario College of Teachers is required.
- L1.7 "Credit" means a sick leave credit entitling a Teacher or Part-time Teacher to payment of salary or part-time salary respectively for one day under the provisions of this Agreement during absence from duty.
- L1.8 "Director" means the Director and Secretary-Treasurer of the Board.
- L1.9 "Equivalent Teaching Experience" means the sum of the years of Teaching Experience and the years of Related Experience as defined herein.
- L1.10 "Evaluation" means an evaluation of a Teacher's classroom teaching by a supervisory officer of the Board (or a Predecessor Board) and/or Principal or Vice Principal which may result in a written report being put in the Teacher's file referred to in L16.0.
- L1.11 "Fixed Term" means a term of employment to which the Replacement Teacher agreed by signing a letter similar to that set out in Appendix C.
- L1.12 "Grid Salary" means salary according to the salary scales in 7.0.
- L1.13 "Occasional Teacher" bears the same meaning as that given to "occasional teacher" by the Education Act, as amended from time to time.
- L1.14 "Part-time Teacher" means a Teacher employed on a regular basis for other than full-time duty.
- L1.15 "Permanent Teacher" means a Teacher who has successfully completed the probationary requirements.

- L1.16 "Position of Responsibility" means a position of responsibility within the Bargaining Unit.
- L1.17 "Predecessor Board" means any of the following:
- The Board of Education for the Borough of East York
  - The Board of Education for the City of Etobicoke
  - The Board of Education for the City of North York
  - The Board of Education for the City of Scarborough
  - The Board of Education for the City of Toronto
  - The Board of Education for the City of York
  - Le Conseil des écoles françaises de la communauté urbaine de Toronto
  - The Metropolitan Toronto School Board
- L1.18 Probationary Teacher means a Teacher who has not actively completed one continuous year of successful teaching as determined by the Board.
- L1.19 "Related Experience" means experience in a trade or business or any other experience relevant to teaching for which credit may be given for advancement on the steps of the salary scale.
- L1.20 "Replacement Teacher" means a Teacher employed for a Fixed Term, to replace a Permanent or Probationary Teacher beginning when a continuous absence is known to extend or has in fact extended into the next school year, but excludes an Occasional Teacher.
- L1.21 "Teacher" means a teacher as defined in Part X.1 of the Education Act, as amended from time to time, but "Teacher" excludes an Occasional Teacher and a Continuing Education Teacher.
- L1.22 "Teaching Experience" means the number of years of experience to the nearest tenth of a year at September 1 in any year for which a Teacher is given credit as experience in teaching in accordance with the provisions of this Agreement.
- L1.23 "Teaching Experience" shall not include credit given for Related Experience and shall not include experience gained as a Continuing Education Teacher or while on a leave of absence without pay from the Toronto District School Board.
- L1.24 "Temporary Teacher" means a person employed to teach under the authority of a letter of permission.
- L1.25 "Total Salary" means Grid Salary and all allowances, except expense allowances, for assignments made pursuant to this Agreement.
- L1.26 "Medical practitioner" includes a medical doctor, doctor of dental surgery, treating midwife, nurse practitioner.

- L1.27 For the purpose of reporting hours worked for Employment Insurance, the Board shall record each full work day as 8 hours worked.

## **L2.0 TERM OF AGREEMENT**

- L2.1 The parties to this Agreement may by mutual consent, at any time during the life of this Agreement, amend or add to any term or condition of this Agreement.
- L2.2 Either party wishing to amend or add to this Agreement as stated under 2.1 shall notify the other party to this effect, such notice to be given in writing, and the parties shall meet within 30 days to determine if the other party will agree to re-open the Agreement.
- L2.3 There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. The terms "strike" and "lock-out" shall bear the same meaning given by the Ontario Labour Relations Act, R.S.O. 1990, as amended, the Education Act R.S.O. 1990, as amended and the School Boards Collective Bargaining Act, as amended.

## **L3.0 TO WHOM THIS AGREEMENT APPLIES**

- L3.1 The terms and conditions of employment in this Agreement except those set out in Part VI shall apply to all Teachers.
- L3.2 The terms and conditions of employment in Part VI of this Agreement shall apply to all Continuing Education Teachers including those in continuing education Positions of Responsibility. Part VI of this Agreement does not apply to a Teacher employed in a continuing education site.
- L3.3 The terms and conditions of employment in Part VI do not apply to a Teacher employed to teach in the regular day school program but who is assigned duties in Continuing Education and has not accepted additional employment as a Continuing Education Teacher.
- L3.4 The terms and conditions in Part VI apply to a Permanent or Probationary Teacher who has accepted additional employment as a Continuing Education Teacher with respect only to such additional employment.
- L3.5 The Board shall provide, at the Board's expense, a copy of this Agreement to each Teacher, and shall provide a copy of Part VI and any applicable letters of intent or understanding to each Continuing Education Teacher who is not a Teacher, and shall have other copies available at the Board office for inspection and shall provide copies to the Bargaining Unit Office upon request at the Board's expense. The Board shall consult with the Bargaining Unit prior to printing the Agreement regarding the format in which the Agreement is to be printed.

- L3.6 The Board and Union will make available the new Agreement to all Teachers covered by this Agreement within sixty (60) calendar days after the Agreement has been signed. Both the Board and the Union will post the Collective Agreement on the respective websites.
- L3.7 The Agreement exclusive of Part VI shall be deemed to form part of any contract of employment between the Board and the Teacher.
- L3.8 Part VI and any applicable letters of intent or understanding shall be deemed to form part of the contract of employment between the Board and the Continuing Education Teacher.
- L3.9 Except where otherwise provided, the provisions of this Agreement supersede all previous agreements.
- L3.10 Any teacher(s) newly appointed to the position of Acting Vice-Principal/ Principal directly from a teaching position will be afforded the option of returning to their position with uninterrupted seniority by choosing to continue to pay dues to the OSSTF Toronto Teachers' Bargaining Unit based on their last year of salary earned as a teacher. This arrangement would be available for the period the new administrator's position is acting and may be extended by mutual consent to a maximum of two years
- L3.11 The Board shall provide a list of all teachers in Acting Vice-Principal/ Principal positions by October 31st and March 1st each year.

#### **L4.0 GRIEVANCE AND ARBITRATION PROCEDURE**

- L4.1 Within the terms of this Agreement a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- L4.2 Prior to the Bargaining Unit filing a grievance, a Teacher, or group of Teachers, or a representative from the Bargaining Unit Executive shall attempt, by informal discussion with the appropriate principal, or, if the Teacher does not report to a principal, with the Teacher's immediate supervisor, to resolve any matter which could be the subject of a grievance. In this discussion, the Teacher or group of Teachers may be accompanied by a representative of the Bargaining Unit.
- L4.3 Where it could reasonably be expected that an incident would lead to discipline or discharge, the principal or immediate supervisor will inform the Teacher that they may be accompanied by a representative of the Bargaining Unit.
- L4.4 As part of its investigation the Board will give the Teacher an opportunity to respond to all of the allegations of which the Board is aware. The general nature and timeframe of the behaviours of concern to the Board shall be provided to the Teacher prior to the Opportunity to Respond Meeting.

- L4.5 A grievance may be filed on behalf of a Teacher or a group of Teachers by the Bargaining Unit at Step One within the next 20 school days following the day the cause of the grievance became known or reasonably ought to have been known to the Teacher.
- L4.6 A grievance relating to the discharge or discipline of a Teacher may be filed at Step Two with the agreement of the Bargaining Unit. In any other event, such grievance shall be filed at Step One.
- L4.7 **Step One**
- If no resolution is reached under L4.2 a grievance may be submitted by the Bargaining Unit on behalf of a Teacher or a group of Teachers to the Director or designate in writing, signed by the president of the Bargaining Unit or designate. A copy shall be given to the appropriate principal or immediate supervisor.
- L4.8 The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated.
- L4.9 The Director or designate shall attempt to resolve the grievance within ten school days of receipt of the grievance and may meet with the grievor(s) and the Bargaining Unit representative at a mutually agreeable time.
- L4.10 **Step Two**
- If no settlement is reached at Step One, the Bargaining Unit on behalf of the Teacher or group of Teachers may within ten school days, request representatives of the Bargaining Unit and representatives appointed by the Board to meet to attempt to settle the grievance. The representatives shall meet within ten school days of the Bargaining Unit requesting such a meeting.
- L4.11 If the grievance is not settled within ten school days of the meeting or after written response has been given if earlier than ten school days or upon expiry of time limits, it may be referred to arbitration within thirty school days in accordance with L4.16.
- L4.12 The Board or Bargaining Unit may initiate a policy or group grievance beginning at Step Two of the grievance procedure. The Board or Bargaining Unit shall initiate such policy or group grievance by giving notice to the other party within 90 school days following the day that the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- L4.13 The time within which such grievance may be brought may extend up to 90 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 90 school days preceding the end of the term of this Agreement.
- L4.14 Any such grievance may be referred to arbitration as provided for below.

- L4.15 A grievance relating to L44.0 will still be lodged within the time limits of the Collective Agreement but its consideration may be deferred until after L44.28 where applicable, has been implemented with respect to a specific Teacher or group of Teachers and any such grievance shall be lodged at Step Two in accordance with the procedure given thereunder. In the event of a grievance or grievances being lodged under this clause other Teachers may be identified as surplus to a maximum equal to the number of Teachers grieving, pending the determination of the grievance.
- L4.16 Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Bargaining Unit may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit the grievance to arbitration.
- L4.17 The notice shall specify whether the Board or the Bargaining Unit giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. A Board or Bargaining Unit not wishing a single arbitrator shall so advise the originating party within 15 school days and shall so advise the originating party, at the same time, of the name of the person who the responding Board or Bargaining Unit has appointed to the board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- L4.18 It is the right of the Board or Bargaining Unit to have any grievance referred to arbitration heard by an arbitration board rather than a single arbitrator.
- L4.19 The two appointees or, in the case of a single arbitrator, representatives of the Board and Bargaining Unit shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or the arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- L4.20 Either party may, if the caseload warrants or if unreasonable delays are encountered in obtaining hearing dates, request the other party to consider means of expediting the process which may include a predetermined list of arbitrators, more expeditious methods of handling certain types of grievances, etc.
- L4.21 The single arbitrator or the board of arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

- L4.22 The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- L4.23 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- L4.24 The time limits prescribed in L4.0 to L4.22 shall be calculated excluding the date the cause became known, or reasonably ought to have been known, but including the last day of the prescribed time limit.
- L4.25 Each of the parties shall bear the expense of its appointee, if any, to the arbitration board, and one-half the expense of the chairperson or single arbitrator. The parties shall pay their own expense of appearing at the hearing of the arbitration board.
- L4.26 No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under this Agreement.
- L4.27 If a grievance is not initiated within the time limit set forth in L4.5 or L4.12 or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned. The parties may by mutual consent agree to extend the time limits provided for herein. For the purpose of this grievance procedure the term "school days" as used herein shall mean a day that is within a school year and is not a school holiday.
- L4.28 If there are several grievances concerning similar matters, they may be heard or considered together as one grievance.
- L4.29 A Teacher may be disciplined only for just cause.
- L4.30 If a grievance concerns the discipline of a Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitration board may confirm the decision of the Board or reinstate the Teacher with or without full compensation or otherwise modify the penalty.
- L4.31 A grievance involving remuneration may be initiated up to twelve (12) calendar months after the cause reasonably ought to have become known but the twelve (12) month period cannot extend beyond two (2) contract years.

## **L5.0. INDIVIDUAL RIGHTS**

- L5.1 Both the Board and Bargaining Unit shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.



## **PART II - SALARY**

### **L6.0 PLACEMENT ON THE SALARY SCALES**

- L6.1 All Teachers except for co-ordinators and assistant co-ordinators shall be placed on the salary scale according to the Group as determined in L6.2 and Equivalent Teaching Experience.
- L6.2 The group placement of a Teacher shall be determined by the Board based upon the Certification Rating Statement of Qualifications Evaluation Council of Ontario (QECO) and the Group definitions set out in the Qualifications Evaluation Council of Ontario (QECO) Certification Plan as of July 1 immediately prior to the start of a school year and take effect September 1 of each school year.
- L6.3 The Board shall neither reverse nor reconsider any determination made by it pursuant to L6.2 except in the case of error, fraud or misrepresentation in the documentation furnished by the Teacher.
- L6.4 Notwithstanding the L6.3, in the case of a newly hired Teacher or a Teacher requesting a change in Group placement, the Board shall not be precluded from making a tentative determination of Group placement of a Teacher and reversing or reconsidering the same within one month of receipt of the appropriate certification documentation at the designated office of the Board if such documentation reveals that the tentative determination was made on the basis of incomplete or inaccurate documentation. The Board will provide receipts giving the date, time of delivery, and a list of the documentation provided by the Teacher.
- L6.5 Except in the case of fraud or misrepresentation in the documentation furnished by the Teacher, no Teacher employed with the Board during the current school year shall be paid on the basis of a lower Group than the Group in which that Teacher was last paid prior to September 1 or the first day of the school year for year-round or for schools and worksites with an alternate calendar of the current school year, while the Teacher remains employed as a Teacher with the Board.
- L6.6 A Teacher's Grid Salary shall be determined for a school year on the Teacher's qualifications as at September 1 of that school year provided that if the Teacher furnishes notice in writing by December 15 of a change in qualifications effective September 1 of that school year, Group placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to September 1. If the Teacher furnishes notice in writing by June 1 of a change in qualifications effective January 1 of that school year, Group placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to January 1. Except when the Board makes a tentative determination of Group placement under L6.4 payment shall not be made on the basis of the changed

qualifications until proof of the change in qualifications has been submitted to the Board.

- L6.7 A Teacher shall submit all necessary written proof of the change in qualifications to the Executive Superintendent of Employee Services or designate within one month of receiving all of the necessary documentation.
- L6.8 It shall be the responsibility of the Teacher to apply promptly for any necessary written proof of a change in qualifications.
- L6.9 No overpayment or underpayment prior to September 1 of the current school year (or the first day of instruction in August for year-round school programs) that resulted from incorrect Group placement shall be recoverable or payable unless the incorrect placement was made as a result of fraud or misrepresentation.
- L6.10 Notwithstanding L6.9 in the case of a dispute in regard to Group placement initiated prior to the commencement of the current school year, an overpayment, or underpayment may be recoverable or payable for a period within the school year commencing immediately prior to September 1 of the current school year.
- L6.11 If a Teacher believes that an underpayment has occurred, the Teacher will contact the appropriate payroll and/or staffing officer.

Any substantiated underpayment should be corrected within one to three pay periods, except in cases where a Teacher is not being paid a basic salary in which case the Payroll Department will issue a cheque.

If a substantiated overpayment has occurred, the Board shall communicate with the Teacher in writing and inform them of the amount of the overpayment. The Board shall establish a repayment schedule in writing prior to any sum representing repayment being deducted from a Teacher's salary. If the Teacher does not respond within 30 days the board will use the following to recover the overpayment

| Overpayment Amount   | Recovery Period |
|----------------------|-----------------|
| \$1,000 or less      | 3 pay periods   |
| \$1,001 - \$5,000    | 10 pay periods  |
| \$5,001-\$10,000     | 16 pay periods  |
| \$10,000 and greater | 26 pay periods  |

Where the Board and the Teacher are unable to agree to a repayment schedule, the Board shall refer the matter to arbitration pursuant to section 49 of the Ontario *Labour Relations Act*, 1995.

L6.12 The Teacher's salary step in each Group shall be determined by the Equivalent Teaching Experience credited to the Teacher.

L6.13 A year or partial year of Teaching Experience in Ontario shall have been performed for a school or board as recognized by the Education Act, as amended from time to time and Regulations thereunder and shall be determined as follows:

L6.14 Total Salary paid to the Teacher in a school year  
Full-time Total Salary for that Teacher in that school year (rounded to the nearest first decimal place)

Notwithstanding the formula set out above, a Teacher hired as a Teacher on or before October 31 of any school year during the term of this Agreement shall be credited with an amount of Teaching Experience equal to that which the Teacher would have received had the Teacher worked for the complete year.

L6.15 For the purposes of determining Teaching Experience, the employment of a Teacher who has taught for the Board as a substitute for a Teacher for fifteen (15) or more consecutive instructional school days immediately prior to entering into that employment as a Teacher shall be deemed to have commenced on the initial day of the fifteen (15) or more consecutive instructional days.

Effective September 1, 2009 for the purposes of determining Teaching Experience, the employment of a Teacher who has taught for the Board as a substitute for a Teacher for ten (10) or more consecutive instructional school days immediately prior to entering into that employment as a Teacher shall be deemed to have commenced on the initial day of the ten (10) or more consecutive instructional days.

L6.16 Commencing September 1, 1975, a Teacher who has taught for the Board as a substitute for a Teacher for 20 or more consecutive instructional days and who subsequently becomes employed as a Teacher with the Board shall be granted 1/10 of a year of Teaching Experience for each of such 20-day periods.

L6.17 Effective September 1, 1991 a Part-time Teacher who also teaches for the Board as a long term Occasional Teacher shall be granted 1/10 of a year of Teaching Experience for each 20 full-time equivalent day period of the long term occasional assignment.

L6.18 Notwithstanding L1.23, effective September 1, 2005, Teaching Experience for newly hired Teachers shall include experience gained as an Adult Day School Continuing Education Teacher with the Toronto District School Board for each school year, to be calculated as:

Number of credits taught in a Continuing Education adult day school

- L6.19 In order to constitute Teaching Experience, years of Teaching Experience outside Ontario shall be accepted as reported by boards, provinces, or territories within Canada or appropriate education authorities of foreign countries or recognized international agencies by which the Teacher was employed as a regular day school teacher provided that the Teacher's qualifications during those years of teaching were equivalent to the qualifications required to obtain a teaching certificate in Ontario at the time the Teacher is hired.
- L6.20 Experience in teaching outside Ontario shall be credited as Teaching Experience if the Teacher's academic qualifications at the time of teaching were not appreciably lower than those required at that time to teach for a board in Ontario. Credit for such experience shall not be denied merely because specialized teacher training was not required by the authority having jurisdiction in the area where the teaching experience was obtained. Teaching outside Ontario on a leave of absence without pay from the Toronto District School Board shall not constitute recognized Teaching Experience.
- L6.21 For the purpose of Related Experience:
- a) Credit may not be given for experience used to obtain entrance to a faculty of education, or for summer employment.
  - b) Credit may be given for Related Experience obtained prior to graduation from university.
  - c) The maximum credit that may be given for Related Experience is seven (7) years.
  - d) A year or partial year of Related Experience shall be determined in terms of a calendar year, rounded to the nearest first decimal place.
- L6.22 Upon ratification of this agreement, all rules, policies and protocols relating to the determination of Related Experience shall be included in the New Hire Package. A copy of the rules, policies and protocols shall be submitted to the Bargaining Unit.
- L6.23 Effective September 1, 2001 Related Experience for continuing education in an adult day school shall, for each school year, be calculated as:
- Number of credits taught in a Continuing Education adult day school
- L6.24 For the purpose of L6.23, number of credits means only the number of credit or Credit-Equivalent Courses taught for continuing education in an Adult Day School of the Board.
- L6.25 Equivalent Teaching Experience shall not exceed 1.0 years for any period commencing September 1 and ending the following August 31.

- L6.26 A Teacher employed with the Board during the term of this Agreement shall not be granted less credit for Equivalent Teaching Experience than the credit the Teacher was granted while employed with the Board during the school year immediately preceding the commencement of this Agreement plus the Teaching Experience gained since that school year.
- L6.27 The total salary to be paid a Part-time Teacher shall be .5 of a full-time total salary for that Teacher in that school year.
- L6.28 A Teacher, upon returning from leave, shall be placed on the salary step as provided for herein subject to any terms or conditions under which the leave was granted.
- L6.29 A Teacher may request the assistance of the Bargaining Unit in the determination of that Teacher's years of Equivalent Teaching Experience and the decision of the Board shall be subject to the grievance procedure herein.
- L6.30 A Teacher may request the assistance of the Bargaining Unit in the review of the Teacher's salary placement once during the term of the Teacher's employment with the Board. A Teacher may request a further review upon a change or changes in Group placement. The Board shall supply within 30 days, upon request, and with the approval of the Teacher all necessary documents for such review. Such requests shall be made only during the school year and shall be limited by the Bargaining Unit in any month to not more than ten per cent of its membership who are eligible for such review.
- L6.31 The Board shall provide to the Bargaining Unit information on a composite basis relating to the qualifications, Group placement, salary step and insured employee benefit status of the Bargaining Unit members based on October 31 and March 31 data and shall notify the Bargaining Unit in writing of any changes which occur in respect of the foregoing by December 15 and April 15 of each school year. All updates are to be provided to the Bargaining Unit when completed.
- L6.32 At an appropriate time and no later than March 1, the Board shall provide to the Bargaining Unit that information concerning the seniority status of Teachers which is necessary for the implementation of the Surplus Procedures in L44.0 and following.
- L6.33 Information regarding staffing (e.g. number of resignations, retirements and hires) will be shared on a regular basis with the Bargaining Unit as part of the staffing meeting process.

## L7.0 SALARY SCALES

### L7.1 Salary Scales - Teachers (other than co-ordinators and assistant co-ordinators)

| Effective August 31, 2019 |         |         |         |         |
|---------------------------|---------|---------|---------|---------|
| Step                      | Group 1 | Group 2 | Group 3 | Group 4 |
| 0                         | 48280   | 50524   | 54647   | 58521   |
| 1                         | 50831   | 53204   | 58319   | 61695   |
| 2                         | 53787   | 56294   | 62199   | 65472   |
| 3                         | 56742   | 59391   | 66071   | 69261   |
| 4                         | 60108   | 62879   | 70159   | 73657   |
| 5                         | 63468   | 66398   | 74237   | 78054   |
| 6                         | 66831   | 69896   | 78321   | 82444   |
| 7                         | 70206   | 73385   | 82403   | 86850   |
| 8                         | 73571   | 76888   | 86482   | 91239   |
| 9                         | 76930   | 80387   | 90568   | 95637   |
| 10                        | 80295   | 83879   | 94654   | 100034  |

| Effective September 1, 2019 |         |         |         |         |
|-----------------------------|---------|---------|---------|---------|
| Step                        | Group 1 | Group 2 | Group 3 | Group 4 |
| 0                           | 48763   | 51029   | 55193   | 59106   |
| 1                           | 51339   | 53736   | 58902   | 62312   |
| 2                           | 54325   | 56857   | 62821   | 66127   |
| 3                           | 57309   | 59985   | 66732   | 69954   |
| 4                           | 60709   | 63508   | 70861   | 74394   |
| 5                           | 64103   | 67062   | 74979   | 78835   |
| 6                           | 67499   | 70595   | 79104   | 83268   |
| 7                           | 70908   | 74119   | 83227   | 87719   |
| 8                           | 74307   | 77657   | 87347   | 92151   |
| 9                           | 77699   | 81191   | 91474   | 96593   |
| 10                          | 81098   | 84718   | 95601   | 101034  |

| Effective September 1, 2020 |         |         |         |         |
|-----------------------------|---------|---------|---------|---------|
| Step                        | Group 1 | Group 2 | Group 3 | Group 4 |
| 0                           | 49251   | 51539   | 55745   | 59697   |
| 1                           | 51852   | 54273   | 59491   | 62935   |
| 2                           | 54868   | 57426   | 63449   | 66788   |
| 3                           | 57882   | 60585   | 67399   | 70654   |
| 4                           | 61316   | 64143   | 71570   | 75138   |
| 5                           | 64744   | 67733   | 75729   | 79623   |
| 6                           | 68174   | 71301   | 79895   | 84101   |
| 7                           | 71617   | 74860   | 84059   | 88596   |
| 8                           | 75050   | 78434   | 88220   | 93073   |
| 9                           | 78476   | 82003   | 92389   | 97559   |
| 10                          | 81909   | 85565   | 96557   | 102044  |

| Effective September 1, 2021 |         |         |         |         |
|-----------------------------|---------|---------|---------|---------|
| Step                        | Group 1 | Group 2 | Group 3 | Group 4 |
| 0                           | 49744   | 52054   | 56302   | 60294   |
| 1                           | 52371   | 54816   | 60086   | 63564   |
| 2                           | 55417   | 58000   | 64083   | 67456   |
| 3                           | 58461   | 61191   | 68073   | 71361   |
| 4                           | 61929   | 64784   | 72286   | 75889   |
| 5                           | 65391   | 68410   | 76486   | 80419   |
| 6                           | 68856   | 72014   | 80694   | 84942   |
| 7                           | 72333   | 75609   | 84900   | 89482   |
| 8                           | 75801   | 79218   | 89102   | 94004   |
| 9                           | 79261   | 82823   | 93313   | 98535   |
| 10                          | 82728   | 86421   | 97523   | 103064  |

**Note:** The above salaries include the negotiated general wage increases as follows:

| Effective Date    | % increase |
|-------------------|------------|
| September 1, 2019 | 1.0%       |
| September 1, 2020 | 1.0%       |
| September 1, 2021 | 1.0%       |

L7.2 **Salary Scales - Co-ordinators and Assistant Co-ordinators**

| Effective August 31, 2019 |              |                    |              |                    |
|---------------------------|--------------|--------------------|--------------|--------------------|
|                           | 12 Month     |                    | 10 Month     |                    |
| Step                      | Co-ordinator | Asst. Co-ordinator | Co-ordinator | Asst. Co-ordinator |
| 0                         | 119,431      | 111,415            | 108,154      | 103,277            |
| 1                         | 122,676      | 114,657            | 111,414      | 106,519            |
| 2                         | 125,930      | 117,906            | 114,657      | 109,780            |
| 3                         | 129,174      | 121,154            | 117,906      | 113,032            |

| Effective September 1, 2019 |              |                    |              |                    |
|-----------------------------|--------------|--------------------|--------------|--------------------|
|                             | 12 Month     |                    | 10 Month     |                    |
| Step                        | Co-ordinator | Asst. Co-ordinator | Co-ordinator | Asst. Co-ordinator |
| 0                           | 120,625      | 112,529            | 109,236      | 104,310            |
| 1                           | 123,903      | 115,804            | 112,528      | 107,584            |
| 2                           | 127,189      | 119,085            | 115,804      | 110,878            |
| 3                           | 130,466      | 122,366            | 119,085      | 114,162            |

| Effective September 1, 2020 |              |                    |              |                    |
|-----------------------------|--------------|--------------------|--------------|--------------------|
|                             | 12 Month     |                    | 10 Month     |                    |
| Step                        | Co-ordinator | Asst. Co-ordinator | Co-ordinator | Asst. Co-ordinator |
| 0                           | 121,831      | 113,654            | 110,328      | 105,353            |
| 1                           | 125,142      | 116,962            | 113,653      | 108,660            |
| 2                           | 128,461      | 120,276            | 116,962      | 111,987            |
| 3                           | 131,771      | 123,590            | 120,276      | 115,304            |

| Effective September 1, 2021 |              |                    |              |                    |
|-----------------------------|--------------|--------------------|--------------|--------------------|
|                             | 12 Month     |                    | 10 Month     |                    |
| Step                        | Co-ordinator | Asst. Co-ordinator | Co-ordinator | Asst. Co-ordinator |
| 0                           | 123,049      | 114,791            | 111,431      | 106,407            |
| 1                           | 126,393      | 118,132            | 114,790      | 109,747            |
| 2                           | 129,746      | 121,479            | 118,132      | 113,107            |
| 3                           | 133,089      | 124,826            | 121,479      | 116,457            |

**Note:** The above salaries include the negotiated general wage increases as follows:

| <u>Effective Date</u> | <u>% increase</u> |
|-----------------------|-------------------|
| September 1, 2019     | 1.0%              |
| September 1, 2020     | 1.0%              |
| September 1, 2021     | 1.0%              |

L7.3 **ALLOWANCES FOR RESPONSIBILITY**

L7.4 The allowances for responsibility paid to Teachers for Positions of Responsibility other than as program co-ordinators and assistant program co-ordinators shall be as set out in Appendix A.

L7.5 A Teacher appointed to a Position of Responsibility in an "acting" capacity will be paid according to the responsibility allowance or salary schedule for the position.

L7.6 **POST GRADUATE DEGREE ALLOWANCE**

L7.7 Post-graduate degree allowances granted under a previous Agreement will continue.

L7.8 **SPECIAL EDUCATION ALLOWANCE**

L7.9 Payment of special education allowances granted under terms of the previous collective agreement will be continued for those Teachers who, on the date of

ratification of this Agreement, are in receipt of such allowances. Such a Teacher shall continue to receive the allowance providing the Teacher continues to be assigned in a school year for four credit, or credit-equivalent courses in Special Education.

**L7.10 EXPENSE ALLOWANCE**

L7.11 A Teacher shall be reimbursed for school-related expenses for which prior authorization has been obtained on presentation of suitable proof of expenditure.

L7.12 Teachers who use their own vehicles for approved school-related business shall be reimbursed in accordance with the protocols in Board Procedure 585 A as may be amended from time to time.

L7.13 With prior Board approval of the expense(s) as related to employment, the Board will provide a Teacher with a T2200 for such expenses.

**L8.0 O.S.S.T.F. DUES AND BARGAINING UNIT LEVY**

L8.1 On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the O.S.S.T.F. dues. The amount shall be determined by O.S.S.T.F. in accordance with its constitution and the Board shall be notified at least thirty (30) days prior to the expected date of change.

L8.2 The O.S.S.T.F. dues deducted in L8.1 shall be remitted monthly to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 by the 20th of the month following the month in which the deductions were made. The Board shall only deduct for active Teachers with earnings in the pay periods where the levies apply.

L8.3 The Board shall deduct from each Teacher a levy chargeable by the Bargaining Unit. The amount shall be determined by the Bargaining Unit in accordance with its constitution and the Board shall be notified at least thirty (30) days prior to the expected date of change.

L8.4 A levy specified by the Bargaining Unit in L8.3 if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit by the 20th of the month following the month in which the deductions were made. The Board shall only deduct for active Teachers with earnings in the pay periods where the levies apply.

L8.5 A remittance, under L8.0 shall be accompanied by a list identifying the Teachers, their employee identification numbers, salaries for the period (where appropriate), and the amounts deducted.

L8.6 O.S.S.T.F. and the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions made under L8.0.



## **L9.0 HOLIDAY AND VACATION FOR 12 MONTH CO-ORDINATORS/ASSISTANT CO-ORDINATORS**

- L9.1 Effective September 1, 2000, twelve month co-ordinators shall be entitled to a total of 30 working days of vacation during their twelve-month working year. Vacation days shall be scheduled in consultation with the appropriate Superintendent, or designate.

## **L10.0 METHOD OF PAYMENT**

- L10.1 The method of payment shall be determined by the Board in consultation with the Bargaining Unit. The Bargaining Unit will be notified three months prior to the implementation of the planned change.
- L10.2 Where Teachers agree to a request by the Board to attend work outside of regular school year, Teachers shall be given a written option of their regular daily pay or time in lieu. Scheduling of time in lieu will be within a reasonable time of it being accrued and scheduled in accordance with operational needs and in consultation with the teacher.

## PART III - WORKING RULES

### L11.0 POSITIONS OF RESPONSIBILITY

- L11.1 New appointments to continuing Positions of Responsibility which are vacant during the school year will be made as soon as possible after the vacancy occurs and each appointee, whether in an acting capacity or regular position, will be paid a responsibility allowance from the date of appointment.
- L11.2 A Position of Responsibility shall not be deemed to be vacant by reason of its incumbent being on leave but any appointment of a Teacher to such a Position of Responsibility may only be made in an "acting" capacity.
- L11.3 A Position of Responsibility shall not be deemed to be vacant for the reason of its incumbent being on leave for a period of less than a semester, or equivalent in a non-semestered school.
- L11.4 No Teacher other than a Teacher in a Position of Responsibility shall be required to perform the duties assigned to a Position of Responsibility.
- L11.5 Whenever feasible, a Teacher who holds a Position of Responsibility and who is granted a leave of absence or a position sharing assignment shall, upon return, be placed in the same Position of Responsibility in the same school.
- L11.6 Notwithstanding L11.5 the Teacher may be placed in another position if the Board and the Teacher so agree.
- L11.7 Positions of Responsibility vacancies shall be posted electronically.
- L11.8 If a vacancy occurs in a Position of Responsibility after September 1 or the first day of instruction in a year round school or for schools and worksites with an alternate calendar, this position shall be filled, if practical, on an interim basis for the remainder of the school year. The Bargaining Unit shall be informed of such interim appointments.
- L11.9 Any Teacher currently employed by the Board, including the Teacher appointed in L11.8 may apply for that position, effective September 1 of the following school year.
- L11.10 The Board and Bargaining Unit shall review the procedure developed to implement L11.8 and L11.9.
- L11.11 A Teacher may be appointed to an "acting" status in a Position of Responsibility only under any of the following circumstances:
- a) if the incumbent is returning to the position;
  - b) if the appointment occurs after the first day of instruction;

- c) if the Teacher so appointed does not hold the qualifications for the position as required by the Ministry of Education or the Board; or
- d) if changes in the organization of the administrative structure concerned are under active investigation for implementation within two years of the appointment taking effect.

L11.12 The Board shall communicate to the Bargaining Unit its established policies concerning the number of Positions of Responsibility and criteria and procedures for appointment thereto and shall provide the Bargaining Unit an opportunity to comment before altering such policies.

## **L12.0 CENTRALLY ASSIGNED TEACHERS**

L12.1 The workload of a Centrally Assigned Teacher is equivalent to the workload of a full-time teacher as per L26.3. It is recognized that the work locations, work hours, duties, and compensation may differ from those of other full-time teachers.

L12.2 The Board shall provide Centrally Assigned Teachers with the following:

- the name(s) and contact information for all supervisors to whom they report;
- a review of expectations and Board processes related to claiming mileage and other approved expenses;
- the amount of any stipends and/or allowances or other monetary compensation for which the Teacher's position is entitled.

L12.2 Centrally Assigned Teachers in a multi-year term appointment shall notify the Board by March 1 if they wish to vacate their Centrally Assigned Position and return to their Home School for the following school year.

L12.4 Centrally Assigned job postings shall be advertised to all eligible TTBU members.

L12.5 Centrally Assigned job postings shall include but not be limited to: eligibility requirements, summary of duties, required qualifications and skills, salary, all additional monetary allowance(s); term of appointment; reporting structure.

L12.6 Despite L11.7 the Board may fill a vacant central office position which becomes vacant during the school year for the remainder of the school year without advertising such position. Such appointment shall be a temporary appointment and shall end at the end of the school year and shall be subject to the procedures for interim positions.

## **L13.0 VACANCIES, TRANSFERS AND APPOINTMENTS**

### **L13.1 Vacancies**

L13.2 When a vacancy occurs on a date after the beginning of the school year because the incumbent is sick or takes a leave of absence, the position will normally be filled with an occasional teacher.

L13.3 Vacancies which occur between September 1 and February 15 may, at the discretion of the Board, be filled by a new hire subject to recall provisions.

L13.4 All teaching vacancies that are to be effective on the following September 1, or the first day of instruction in August for year-round school programs, but which became known to the Executive Superintendent of Employee Services, or designate, between February 15 and August 31, shall, for the purpose of posting, placement and transfer be part of the procedures referred to in L21.13.

L13.5 A Teacher shall have an opportunity to apply for and be given first consideration for posted vacancies.

L13.6 An unsuccessful applicant will be notified as soon as possible after the position is filled.

### **L13.7 Transfers**

L13.8 The Bargaining Unit shall be given an interim list of the disposition of all Teacher requests for transfer by July 15 in each year and a final list by September 30 in each year.

L13.9 If it is not possible to arrange a transfer for a Teacher, said Teacher shall be notified as soon as possible.

### **L13.10 Appointments**

L13.11 An unsuccessful applicant for appointment to a specific Position of Responsibility or a Centrally Assigned position will be notified when the position is filled, whereupon the Teacher may request an interview with the appropriate administrative supervisory officer or designate to discuss the matter.

### **L13.12 School Closures**

L13.13 Where a school is scheduled to close at the end of a school year, the transfer or placement for the following school year of a Teacher in that school will be considered prior to transfer under L13.8.

## **L14.0 PROFESSIONAL DEVELOPMENT**

- L14.1 The budget for the Board shall include an amount of money for the professional development of Teachers, such amount of money to be determined by the Board after consultation with the Bargaining Unit.
- L14.2 The Secondary Consultation Committee may make recommendations to the Board regarding the allocation of the funds generated in L14.1.
- L14.3 The money generated in L14.1 shall be used to finance Teacher participation in the various aspects of professional development including workshops, courses sponsored by a board or other agencies, conferences, seminars, or comparable activities recommended by the Secondary Consultation Committee.
- L14.4 The Board and Bargaining Unit shall endeavour to develop an appropriate procedure to enable Teachers to participate in a short-term exchange program within the Board.
- L14.5 There shall be one (1) professional development day during the school year on a date determined by the Board in consultation with the Union.
- L14.6 The Principal will consult with the Branch President or designate about in-school professional development opportunities.
- L14.7 Teachers will be surveyed each school year by October 15 to seek input regarding professional development and training needs relative to the implementation of mandated Provincial priorities and the School Improvement Plan.

## **L15.0 EVALUATION**

- L15.1 The Board shall conduct teacher performance appraisals in compliance with the Education Act and its Regulations. The process for teacher performance appraisals will be the Toronto District School Board Teacher Performance Appraisal Policy/Procedure and the Toronto District School Board NTIP Teacher Performance Appraisal Policy/Procedure as developed and amended in consultation with the Unions. This Policy/Procedure will be amended from time to time by mutual agreement of the Board and the Unions.
- L15.2 The Board and the Union agree that a joint committee consisting of representatives from the Board and the Unions, E.T.T. and O.S.S.T.F. Toronto, shall be convened no later than October 30<sup>th</sup> each year to review and make constructive revisions where advisable concerning the Teacher Performance Appraisal process for the subsequent school year.

- L15.3 Teacher Performance Appraisal procedures will be published as the "Teacher Performance Appraisal Binder" and be made available electronically by the Board to each Principal and Branch President in every school. A summary of the procedures will be provided to each Teacher who is scheduled for Teacher Performance Appraisal.
- L15.4 A Teacher shall have the right to have an OSSTF representative at the Summative Report meeting where a teacher will receive an unsatisfactory rating and the resulting draft Improvement Plan meeting(s).
- L15.5 When a teacher receives a performance appraisal which was rated unsatisfactory, the Board shall notify the Bargaining Unit President within five (5) work days of the name and school, site or program of the teacher.

### **L16.0 PERSONNEL FILES**

- L16.1 A Teacher shall have access during normal business hours to that Teacher's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The Teacher shall also have access to the Teacher's personal in-school data file. The Teacher may copy any material contained in these files.
- L16.2 There shall be only one personnel file for a Teacher maintained by the Employee Services Department. The location of such record shall be communicated to the Bargaining Unit including any changes thereto.
- L16.3 When documentation is placed in the Teacher's personnel file a copy shall be addressed or copied to the Teacher.
- L16.4 The Teacher may be accompanied by one other person who shall have access to such information at the written request of the Teacher.
- L16.5 If the Teacher disputes the accuracy or completeness of any such information other than an Evaluation referred to in L15.1, the Board shall, where possible within 15 days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information.
- L16.6 Where a Board amends information under L16.5 the Board shall at the request of the Teacher notify all persons who received a report based on the inaccurate information.
- L16.7 The Board will assist the Teacher in determining appropriate means for meeting requirements pertaining to a disciplinary matter.

### **L17.0 NON-TEACHING DUTIES**

- L17.1 No Teacher shall be required to perform as part of that Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial

staff. This shall not preclude the participation of a Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, or Regulations thereunder.

- L17.2 Except as may be required under law, no Teacher shall be required by the Board to examine/diagnose pupils for communicable conditions or diseases.
- L17.3 The Board shall not require, on a regular basis, any Teacher to administer, nor to perform any medical or physical procedure on a pupil except as defined in the Board protocol on the administration of medication.

### **L18.0 STAFF MEETINGS**

- L18.1 The Board shall permit the early dismissal or late start of classes by a maximum of 40 minutes for the regular monthly staff meeting including one occasion for a Bargaining Unit staffing survey.

### **L19.0 TEACHER TIMETABLES**

- L19.1 Tentative timetabled teaching assignments for the following full school year shall be provided in writing at least one week before the end of the current school year.
- L19.2 Notwithstanding L19.1, the tentative Teacher timetabled assignments for second semester shall be revised and reissued at least one week before the beginning of the second semester.
- L19.3 By the first day of the school year, a Teacher timetable for the full school year shall be provided in writing to each Teacher in a full-year non-semestered school.  
  
By the first day of the school year, Teachers in a semestered school shall be provided with a Teacher timetable for the first semester and a Tentative Teacher timetable for the second semester.  
  
By the first day of the second semester, Teachers in a semestered school shall be provided with a Teacher timetable for the second semester.
- L19.4 These timetables will clearly indicate all teaching periods and all other periods assigned by the principal.
- L19.5 Teaching duties shall include all timetabled assignments to library, guidance counseling, special education, student success and any other equivalent program assignments as provided in the Workload Accord.
- L19.6 The timetable of a Teacher who is assigned to two or more schools shall provide for a minimum of 40 minutes lunch time exclusive of travelling time.

- L19.7 In any school organized on an extended day or double shift system, the principal shall endeavour to accommodate a Teacher's assigned duties during a time span taken over the timetable cycle which approximates that in a normal school operation except where the exigencies of school operations or program needs require otherwise and except where the Teacher and the principal agree otherwise.
- L19.8 Article L19.7 shall also apply in the case of a Teacher assigned to a Co-operative Education Program.

## **L20.0 SCHOOL STAFFING COMMITTEES**

- L20.1 A School Staffing Committee shall be established in every school.
- L20.2 The Teachers of each school shall elect two of their number to the School Staffing Committee. The Bargaining Unit may select two additional members. Unless otherwise notified by the Bargaining Unit, the additional members shall be the Branch President and School Workload Representative. The Branch President will inform the Principal in writing of the members by November 15.
- L20.3 The principal and time-tabling vice-principal(s) of the school shall also be members of the School Staffing Committee.
- L20.4 The School Staffing Committee shall be co-chaired by the school principal and the Branch President or their designates.
- L20.5 The Committee will meet on a regular basis or at the request of either chairperson at a mutually convenient time.
- L20.6 The term of office of the Teacher representatives on the School Staffing Committee shall be November 1 to October 31. If any of the Teacher representatives resign from the committee or are transferred to another school, the Teachers of the school shall elect a replacement from their number.
- L20.7 The School Staffing Committee will concern itself only with:
- a) developing and proposing a staffing model (which will meet the requirements of Workload Accord, the Education Act, or Regulations made thereunder, as amended from time to time) based on projected enrolment and staff allocation;
  - b) reviewing the current staffing and workload and proposing any modifications as may be required;
  - c) considering and responding to such staffing and workload proposals and/or suggestions, including Student Success Program initiatives as are submitted to the committee;



- d) review and monitor the staffing implications of student success initiatives within the school;
- e) receive and review reports of student success results and best practices;
- f) forward to the Secondary Consultation Committee such reports, results, and best practices as may be applicable from L20.7(e);
- g) reviewing equitable distribution of coverage and supervision.
- h) reviewing utilization of Emergency Replacement Personnel.

L20.8 Members of the School Staffing Committee shall be provided with information on enrolments, staffing (projected and actual), seniority and qualifications, program needs and school divisors, pupil-teacher contact reports, class sizes and class targets, changes to staffing model, and mutual consent forms for uncertified subjects.

Such information will be provided in accordance with the timelines set out in the Secondary Staffing Binder. Where no timelines exist, the information should be provided by the principal or designate within five days of receipt.

L20.9 The final staffing model will be subject to the approval of the Executive Superintendent of Employee Services, or designate. Such approval is to be based on criteria established by the joint sub-committee of the Secondary Consultation Committee established under L21.13.

## **L21.0 SECONDARY CONSULTATION COMMITTEE**

L21.1 The Secondary Consultation Committee shall have as its members three representatives from the Board's administrative staff, one of whom shall be named a co-chairperson by the Director and three members of the Bargaining Unit designated by the Bargaining Unit, one of whom shall be named a co-chairperson by the Bargaining Unit.

L21.2 The Committee shall meet on a regular basis or at the request of either co-chairperson at a mutually convenient time.

L21.3 The Committee shall receive reports from the schools of student success initiatives including how Teachers have been deployed. The Committee shall also receive reports prepared and submitted to the Board and the Ministry of Education.

L21.4 The Committee shall receive and review reports on Class Size and Pupil Teacher Contacts as per the Workload Accord.

L21.5 At two meetings per year, staff from the following departments--Caring and Safe Schools, Special Education, Equity and Inclusive Schools and Occupational Health and Safety will attend to consult and receive recommendations on caring, safe and

healthy schools' issues, training and policies to develop best practices in such areas as risk of violence assessment/notification of staff, effective school based structures and emergency planning.

- L21.6 Agreed upon best practices from L21.5 will be shared with school based Caring & Safe Schools Committees, for consideration for local implementation.
- L21.7 Notwithstanding L21.5 the Board will inform any teacher in the school of the risk of violence from a student with a history of violent behaviour when the teacher can be expected to encounter the student in the course of their work and when the risk of workplace violence is likely to expose the teacher to physical injury.
- L21.8 The Committee shall discuss issues of concern to either the Board or Bargaining Unit, including staffing matters.
- L21.9 Procedures for keeping the Bargaining Unit informed of the projected and actual staffing situation will be discussed by the Secondary Consultation Committee.
- L21.10 Prior to the allocation of staff to schools, the Committee shall consult to develop a Workload Accord in accordance with Ministry Regulations. Such Agreement shall form part of the Secondary Staffing Binder
- L21.11 The Committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.
- L21.12 Items under current negotiations or problems related to specific individuals shall not be discussed by the Committee.
- L21.13 The Board and Bargaining Unit agree that a joint sub-committee of the Secondary Consultation Committee shall be convened no later than November 30 for the purpose of refining the procedures for surplus, transfer and placement procedures. The sub-committee shall have equal membership which may include members co-opted expressly for this function.
- L21.14 Notwithstanding the provisions of L13.9, L44.24(b), L44.26, L44.27, L44.28, L46.2, L46.8(a), L44.29 and such other staffing provisions as the sub-committee may so agree, the sub-committee may establish alternate dates for each of these provisions either separately or collectively.
- L21.15 The mandate of the sub-committee includes:
  - a) the establishment of appropriate criteria for the implementation of L44.8(c) and L44.24(a);
  - b) the establishment of procedures to implement L44.13 to L44.22.

- c) the determination of the staffing parameters of the Student Success Program initiatives and allocation of alternative professional assignments by category of Teacher, and
  - d) monitoring of issues arising from the implementation of L26.7 and L26.12.
- L21.16 The Board and the Bargaining Unit shall each name up to seven (7) persons to the sub-committee; one of whom shall be the co-chair of the sub-committee.
- L21.17 The sub-committee shall, by mutual agreement, on or before March 15, determine the necessary refinements to the surplus, transfer and placement procedures.
- L21.18 The procedures in effect as of the date of ratification of this Agreement may be amended from time to time by the sub-committee.
- L21.19 The procedures in L21.18 will be published as the “Secondary Staffing Binder” and made available by the Board to the Bargaining Unit office and School Staffing Committee co-chairs.
- L21.20 The procedures shall be consistent with the principles set out in the Letter of Understanding and the terms and conditions set out in the collective agreement.
- L21.21 The Board will provide to the committee an updated list of Centrally Assigned Teachers and their roles by September 30 and February 28.

## **L22.0 NOTICE OF RETIREMENT OR RESIGNATION**

- L22.1 A Teacher may only resign from the Board:
- a) effective either at the end of the first semester or at the end of the calendar year and shall, in both cases, provide no less than one month's written notice; or
  - b) between June 30 and August 31 upon providing the Board written notice on or before May 15.
- L22.2 Despite L22.1 the Board and the Teacher may mutually agree to terminate the employment at any date.
- L22.3 A Teacher who enters into an agreement of employment with another board, school or educational authority, shall within 48 hours, advise the Board in writing of the anticipated final date of employment with the Board unless the Teacher has already given written notification of such employment to the Board.

## **L23.0 COMMUNICATIONS GENERAL**

- L23.1 The Board shall provide a copy of newly approved and amended Board policies and protocols to the Bargaining Unit office upon request.

- L23.2 The Board shall extend its courier service to the Bargaining Unit office. Mass mailings shall be batched by location before being put in the courier system by the Bargaining Unit.
- L23.3 The Bargaining Unit shall notify the Board in writing of the names of the persons elected to office in the Bargaining Unit and of persons authorized by the Bargaining Unit to represent Teachers in a particular school or workplace.

#### **L24.0 OCCUPATIONAL HEALTH AND SAFETY**

- L24.1 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations, including changes resulting from Bill 168 (2009), as amended from time to time.
- L24.2 The Board will advise Principals or site managers that they are to reasonably support staff following an accident/injury and/or a violent incident, including support of on-line reporting by staff, debriefing and, if necessary, to support the wellness needs of employees.
- L24.3 Where Board sites have mechanical ventilation, the Board will take reasonable efforts to ensure that minimum standard of fresh air supplies in all TDSB worksites will conform with the latest Ontario Building Code requirements (paragraph 6.2.2.1). as amended time to time.

#### **L25.0 STAFF ALLOCATION**

- L25.1 Upon request the Bargaining Unit will receive a copy of the Ministry of Education Class Size Report.
- L25.2 No later than March 31 of each school year, following the release of the Grants for Student Needs to school boards and prior to the initial allocation of secondary Teachers for the upcoming school year, the Executive Superintendent of Employee Services or designate will review with the Secondary Consultation Committee the generation of the proposed total secondary teacher allocation for all programs.
- L25.3 If the Grants for Student Needs announcement is late, a tentative allocation will be discussed with the Secondary Consultation Committee.
- L25.4 Notwithstanding any of the above, should the legislative requirements change during the term of this Collective Agreement, both parties agree to meet within fifteen (15) school days of such change to explore the effect of such change.
- L25.5 The total staffing allocation:

- a) will ensure that secondary class-size requirements are in accordance with the Staffing Accord, the Education Act, and relevant Regulations as amended from time to time;
  - b) will presume for the purposes of allocation a full-time teaching workload as defined in the Workload Accord;
  - c) will include such additional teaching staff allocations as may be required to support various program areas under L25.2.
- L25.6 The Board will, upon reasonable notice, provide to the Bargaining Unit projected enrolment and staffing data for September of the next staffing year as soon as feasible after the receipt of the request for such information.
- L25.7 The Bargaining Unit will designate a member who shall receive enrolment data and projections.
- L25.8 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.

## **L26.0 WORKLOAD**

- L26.1 Each Teacher shall have a minimum period of 40 consecutive minutes for lunch. Such period shall commence no earlier than 11:00 a.m. and no later than 1:30 p.m.
- L26.2 Every full-time Teacher's timetable shall include an amount of assigned preparation time which, over the course of a school year is equal to the time equivalent of one credit course as time tabled in that Teacher's school in that school year. This amount of preparation time shall be prorated for Part-time Teachers.
- L26.3 All full-time Teachers will be assigned core professional responsibility for six teaching periods or equivalent out of eight.
- L26.4 Where a Teacher is not a full-time Teacher such time shall be prorated accordingly.
- L26.5 A teacher who is assigned core professional responsibility for six teaching periods shall not, as a requirement, be assigned in a semester teaching duties of more than 3.0 teaching periods or equivalent except by written mutual consent.
- L26.6 A teacher who is assigned core professional responsibility for six teaching periods shall not, as a requirement, be assigned in a full year school on a two-day cycle teaching duties of more than 3.0 teaching periods or equivalent per day except by written mutual consent. This does not apply to Junior High Schools.
- L26.7 In addition to the workload assigned in L26.3 a Teacher may be assigned by the principal for coverage, or supervision from time to time of one half period per week on

average over the school year to a maximum of 27 such half period assignments. A Teacher may be scheduled for an assignment during a preparation period or during time free from teaching duties.

- L26.8 Where such assignment is made during a preparation period, replacement preparation time to comply with L26.2 shall be provided from the Teacher's unassigned time.
- L26.9 Coverage under L26.7 may be used for coverage of a class or classes on an occasion when a Teacher is absent for part of a school day. Coverage cannot be provided to replace a Teacher absent for a full school day except for the portion of the school day when an occasional teacher is late for such assignment.
- L26.10 Once the assignments outlined L26.7 have reached an average of 20 per F.T.E. Teacher in any school, a meeting of the Secondary Consultation Committee will be called to review the assignment of coverage and supervision in that school.
- L26.11 At the end of the year if the aggregate of assignments for a Teacher under L26.7 exceeds 27, the amount by which it exceeds 27 shall be subtracted from the Teacher's maximum 27 half periods under L26.7 to a maximum of 5 for the next school year.
- L26.12 The Schedule of Availability shall be predictable for the Teacher and posted or provided to each Teacher and the Bargaining Unit.
- L26.13 The coverage and supervision shall be equitably assigned on a rotating basis with the objective being to equalize the assignments. To provide for flexibility, this schedule of assignments may be utilized in blocks at the Teacher's request.
- L26.14 Teachers shall not be assigned supervision of student washrooms or changerooms except in exigent circumstances.
- L26.15 In order to ensure transparency, the schedule and usage of assignments shall be monitored by the School Staffing Committee.
- L26.16 The assignments referred to in L26.7 – L26.11 will be prorated for Part-time Teachers.

## **L27.0 REPORTING**

- L27.1 The Board and the Union agree to adhere to the reporting schedule for Secondary Schools as outlined in Growing Success (as amended from time to time).
- L27.2 Teachers in a full-year non-semestered school shall provide three Provincial Report Cards per year. Teachers in a semestered school shall provide two Provincial Report Cards per semester.

In addition to the provincial Report Cards, a full-year non-semestered school may issue one progress or credit endangered report.

A semestered school may issue one progress or credit endangered report per semester.

It is understood that the foregoing language does not preclude individual Teachers from providing, either verbally or in written/electronic form, student progress reports or marks summaries, upon request from students and parents, where practicable, or to the Principal, pursuant to the duties of teachers under the Education Act or on their own initiative based on their professional judgement.

## **L28.0 ONTARIO COLLEGE OF TEACHERS**

L28.1 The parties recognize the obligation of Teachers to comply with the Education Act, R.S.O. 1990, as amended Section 262. (1) and with the Ontario College of Teachers Act, S.O. 1996, as amended, Section 6. (2) (a) & (b), Section 18. (1) and Section 24. (1).

If the Ontario College of Teachers has advised the Board that the Teacher is not in good standing it is the obligation of the Teacher to provide documentary evidence of membership in good standing.

L28.2 The Ontario College of Teachers' fee shall be collected and remitted to the Ontario College of Teachers by the Board on behalf of Teachers.

L28.3 When a Teacher is in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is to be collected, the fee will continue to be deducted from those earnings.

L28.4 When a Teacher is not in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is collected by the Board, the Teacher shall be responsible for making arrangements for payment of the Ontario College of Teachers' fee.

## **L29.0 PART-TIME TEACHING**

L29.1 Notwithstanding any other provision of this Agreement, Part-time Teachers shall attend school functions and staff meetings on the same basis as Teachers teaching full-time. The obligation to attend Professional Development shall be prorated for Part-time Teachers.

L29.2 A Teacher may request an assignment as a Part-time Teacher.

L29.3 A Teacher who requests and is granted an assignment as a Part-time Teacher for a specified period will return to full-time teaching at the end of the period subject to the surplus procedures.

L29.4 Notwithstanding L29.2, a Teacher may apply for an extension of the Teacher's part-time assignment pursuant to L46.2.

- L29.5 On return to full-time teaching at the end of a specified period of part-time teaching, the Teacher shall for purposes of surplus procedures, be a member of the staff of the school in which the Teacher was teaching part-time.
- L29.6 A Teacher who is granted a part-time teaching assignment for a specified period of one year shall be granted a leave of absence without pay for the non-assigned teaching portion of the Teacher's day.

### **L30.0 POLICE REFERENCE CHECKS**

- L30.1 The Board shall conduct police reference checks in compliance with the Education Act and its Regulations. The protocol for the collection of police reference checks will be the Toronto District School Board Police Reference Checks Protocol developed in consultation with the Unions, as amended from time to time.



## PART IV - EMPLOYEE BENEFITS

### L31.0 MISCELLANEOUS LEAVES

L31.1 Application for Miscellaneous Leave shall be made to the Executive Superintendent of Employee Services or designate. The Teacher shall notify the principal at the time the application is made and whenever possible shall make the application at least five days prior to the day for which the leave is requested.

### L31.2 **Miscellaneous Leaves To A Maximum of 5 Days**

L31.3 Miscellaneous Leave up to a maximum of five days in any one year may be granted by the Director to a Teacher without loss of salary for:

- a) attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year,
- b) attending a university course required for admission to an Ontario Faculty of Education,
- c) attending the graduation from a recognized Grade 12(OSSD) institution of a husband, wife, spouse, child/dependent, or parent,
- d) attending a drama, music or arts festival in which the Teacher is a participant,
- e) attending trustee or other relevant conventions when the Teacher is a school trustee or is member of a municipal council or board thereof,
- f) participating in tournaments or athletic track and field meets related to Olympic Games or finals of provincial, national, or international competitions approved by the Board,
- g) moving to a new place of residence on the day of the move, limited to once during a school year,
- h) caring for a member of the Teacher's immediate family in the case of serious illness when the Teacher has been unable to obtain other proper care for such member,
- i) attending the funeral or memorial service of a close relative or close friend,
- j) attending as president or senior executive officer at an approved convention, meeting or other function of a federation, a lodge, service club, church council, alumni association or recognized community organization,
- k) observing religious days,

- l) when adoption leave is not taken and circumstances require the Teacher to be present during the adoption procedure,
- m) a parent attending the labour and birth of their child,
- n) to attend the birth of a child using a surrogate,
- o) to attend the medical appointments for surrogate procedures,
- p) to attend the IEP or IPRC meeting for one's child/dependent,
- q) to attend medical appointments for a dependent child,
- r) under special circumstances for reasons approved by the Director.

L31.4 On application to the Executive Superintendent of Employee Services or designate, two of the days under clause L31.3 above may be granted for reasons other than those listed in L31.2.

L31.5 Up to two of the five Miscellaneous Leave Days identified in L31.3 shall be granted by the Board for personal reasons.

### **L32.0 ADDITIONAL MISCELLANEOUS LEAVES**

L32.1 Miscellaneous Leave other than that limited to five in sub-section L31.2 may be granted by the Director without loss of salary for the purpose of:

- a) writing university or similar examinations,
- b) attending the Teacher's own graduation,
- c) participating in programs for exchange Teachers,
- d) participating on approved curriculum committees,
- e) Attending a Workplace Safety and Insurance Board, or Workplace Safety and Insurance Tribunal Hearing,
- f) under special circumstances for reasons approved by the Director.

L32.2 Miscellaneous Leave shall be granted by the Director without loss of salary for up to a total of three days compassionate leave to be used in any combination at the time of the death and/ or in order to attend one memorial service of a member of a Teacher's immediate family which includes parents, parents-in-law, spouse, children/dependents, siblings and grandparents.

L32.3 Additional days may be granted by the Director when required for travelling time or other special circumstances.

- L32.4 A Teacher's salary shall be paid when the Teacher is absent from duty for any of the following reasons:
- a) quarantine or other order of medical health authorities,
  - b) jury duty or duty as a witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and any living expenses, received as a juror or witness.
- L32.5 A Teacher required to attend a hearing or decision at the Ontario College of Teachers or any Professional College shall be granted a paid day. The Board shall provide, and pay for, an appropriate replacement for the Teacher on leave at no cost to the bargaining unit.

### **L33.0 LEAVES - GENERAL**

- L33.1 Upon granting a leave, the Board shall provide the Teacher:
- (a) the procedures to be followed to receive credit for the Teachers' Pension Plan experience and payments;
  - (b) the procedures to be followed for continuing any payments that may be continued through the Board.
- L33.2 Prior to going on a leave, a Teacher is responsible:
- (a) for securing information respecting credit for the Teachers' Pension Plan experience and payments when on leave for any reason; and
  - (b) for making arrangements with the Board to continue any payments that may be continued through the Board when absent on leave for any reason, and shall not include payment to the Board of any Ontario College of Teachers' fee that, but for the leave, would be collected by the Board under L28.2.
- L33.3 If a Teacher decides not to return to the Board following a leave of absence, the Board shall be notified, in writing, as soon as possible of this decision and not later than May 15 for the following September or November 30 for the following January.
- L33.4 The Board shall reassign a Teacher who notified the Board in writing by March 1 of the Teacher's intention to return from a leave ending on August 31 and by October 15 from a leave ending December 31 or at the end of the first semester, to the school from which the Teacher went on leave but final placement shall be subject to the surplus procedures. A Teacher who does not so notify the Board shall be assigned subject to the surplus procedures to a teaching position which may be elsewhere in the system.

- L33.5 When a Teacher reports for work upon the expiration of the leave, the Teacher shall resume work with no loss of benefits accrued to the commencement of the leave except as specifically provided otherwise in this Agreement.
- L33.6 A list of all members on leaves, including but not limited to sick leave, secondments, statutory leaves, Federation, self-funded, unpaid or long term disability leaves, shall be provided to the Bargaining Unit on October 1 and March 1 of each school year.

## **L34.0 PREGNANCY, PARENTAL AND EXPANDED PARENTAL LEAVES**

### **L34.1 General Provisions**

In this section "Expanded Parental leave" refers to leaves extending beyond parental leaves provided for by the Employment Standards Act. For clarity, Expanded Parental Leave is unpaid by the Board.

- L34.2 The Board will grant Pregnancy Leaves and Parental Leaves in accordance with the requirements of the Employment Standards Act.
- L34.3 Prior to submitting an application for Pregnancy Leave or Parental Leave under L34.0 a Teacher and the Teacher's principal will discuss the dates on which leave is to begin and end. Whenever possible these dates will:
- a) be mutually acceptable to the Principal and the Teacher, and
  - b) coincide with the dates on which school terms or semesters begin and end.
- L34.4 A Teacher on Expanded Pregnancy Leave and/or Parental Leave shall continue to participate in the insured employee benefit plans unless the Teacher elects in writing not to do so; and where the Teacher continues to participate in these plans, the Board shall continue to pay the Board's share of the premium during the leave(s).
- L34.5 A Teacher on Extended Parental Leave may continue the Teacher's insured employee benefit plans in accordance with L33.0 and the Teacher shall pay the Board's share and the Teacher's share of the premium during the leave.
- L34.6 A Teacher, upon return from leave under L34.0 shall be granted credit for Teaching Experience for that period.
- L34.7 A Teacher returning from a Pregnancy Leave and/or Parental Leave will be reassigned, where possible, to the school or department from which the Teacher went on Pregnancy Leave and/or Parental Leave, but the Teacher's final placement shall be subject to the surplus procedures.

L34.8 **Pregnancy Leave**

L34.9 Notwithstanding the employment eligibility requirement respecting pregnancy leave set out in the Employment Standards Act, the Board may grant a Pregnancy Leave, as otherwise set out in that Act, to a Teacher who is pregnant.

L34.10 A Teacher shall not work and the Board shall not cause or permit the Teacher to work until at least six weeks after the date of delivery or such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.

L34.11 **Parental Leave**

L34.12 Notwithstanding the employment eligibility requirement set out in the Employment Standards Act, the Board may grant Parental Leave, as otherwise set out in that Act, to a Teacher who satisfies the definition of being a parent as set out in that Act.

L34.13 **Expanded Parental Leave**

L34.14 A Teacher eligible for Parental Leave under L34.11 may apply for Extended Parental leave.

L34.15 An Expanded Parental Leave shall end:

(a) on December 31,

(b) on the final day of the March Break,

(c) on the last school day of a semester,

(d) the last day of a term in a non-semestered school,

(e) the last day of a quadmester,

(f) after the last school day in June but before the first school day in September, or

(g) on an alternate date approved by the Executive Superintendent of Employee Services or designate for the Teacher.

L34.16 Application for Expanded Parental Leave must be made at the same time as a Teacher applies for Parental Leave or not later than 30 days before the Expanded Parental Leave is to begin.

L34.17 If a Teacher is eligible for Parental Leave but does not plan to take a Parental Leave for reasons of being on leave, application for Expanded Parental Leave must be made at least 30 days prior to the date that the Expanded Parental Leave is to begin. Such Expanded Parental Leave shall begin only on the first school day following the period of leave.

- L34.18 Except as set out under L34.17, the Expanded Parental Leave of a Teacher shall begin immediately following the end of that Teacher's Parental Leave.
- L34.19 The sum of a Pregnancy Leave, a Parental Leave and an Expanded Parental Leave shall not exceed 30 calendar months; in special circumstances, where a later return date will better accommodate program needs, the Director may agree to extend the Expanded Parental Leave to a mutually agreed upon date.

### **L35.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN**

- L35.1 The Supplemental Employment Benefits Plan hereinafter referred to as the SEB Plan means the Plan set out in Appendix B.
- L35.2 A Teacher who has been granted:
- (a) Pregnancy Leave and who is eligible to receive employment insurance maternity benefits, or
  - (b) Parental Leave for the purposes of adoption and who is eligible to receive employment insurance parental benefits,
- and who complies with the requirements of the SEB Plan shall be compensated in accordance with the SEB Plan.

### **L36.0 LEAVES OF ABSENCE**

- L36.1 **Leaves of Absence for Special Training**
- L36.2 If the Board requests a Teacher to undertake special training, the Board shall grant leave to such Teacher for such purpose on a paid basis and all of the terms and conditions of this Agreement shall be deemed to apply to such Teacher on leave, unless altered or modified by agreement between the Board, the Teacher and the Bargaining Unit.
- L36.3 If a Teacher requests a leave for the purpose of special training or to maintain skills needed to keep current in their subject area, the Board may grant leave for such purpose on a paid or unpaid basis.
- L36.4 **Leaves of Absence Without Pay**
- L36.5 A leave of absence without pay for a period of one year or less may be granted by the Board on the recommendation of the Executive Superintendent of Employee Services or designate to a permanent Teacher. Leaves shall be confirmed in writing by Employee Services.
- L36.6 A Teacher shall apply in writing to the Executive Superintendent of Employee Services or designate for a leave of absence without pay giving reasons and details regarding

the purpose of the proposed leave, and shall apply not later than October 15 for leave beginning January 1 or a leave beginning at the commencement of Semester 2 and not later than March 1 for leave beginning September 1, unless other mutually acceptable dates are arranged.

L36.7 In leaves such as those for C.U.S.O. or C.I.D.A. the Board may grant leave for a period longer than one year.

L36.8 **Leaves for Federation Business**

L36.9 The President of the Bargaining Unit and other officers of the Bargaining Unit, as designated by OSSTF shall be entitled to a leave of absence for the duration of their respective terms of office.

L36.10 Such leaves shall be leaves with pay.

L36.11 The Teacher shall be entitled to the employee benefits to which the Teacher is entitled under this Agreement (including accumulation of Credits).

L36.12 The Teacher shall not, during the leave, lose accumulated credit for Teaching Experience.

L36.13 For the President, two Vice-Presidents, the Treasurer and six additional Executive Officers, the Bargaining Unit shall reimburse the Board for the employment costs for each leave granted under L36.9 at Group 4, Step 0 of the Salary Scale in clause L7.1.

L36.14 For any other officers of the Bargaining Unit, the Bargaining Unit shall reimburse the Board for the full employment costs for each leave granted under L36.9.

L36.15 Members of District 12 O.S.S.T.F. elected or seconded to the Provincial Office shall be granted a leave of absence for the term of such election or secondment.

L36.16 Such leaves shall be under the same conditions as those set out in L36.10 to L36.12 except Credits will not accrue for any full school year of the leave.

L36.17 The O.S.S.T.F. provincial office shall reimburse the Board for employment costs.

L36.18 In the event that leave is granted under L36.15 to officers of the Provincial O.S.S.T.F., additional leave may also be granted on the same basis as in L36.15 to officers of the Bargaining Unit to a maximum number of Teachers equal to the number of leaves granted to such provincial officers.

L36.19 The minimum period of leave under L36.9 and L36.15 shall be one school year or one semester, and, whenever possible, the Bargaining Unit shall notify the Board of the names of the Teachers to receive such leave by May 31 preceding the school year in which the leave is to be taken.

- L36.20 At the request of the Bargaining Unit, the Board may excuse from teaching duties on an occasional basis such additional members of the Bargaining Unit as are necessary to carry out the administration of this Agreement for Federation business.
- L36.21 Such leaves shall be subject to prior arrangements with the principal, the reasonable requirements of the timetable and the availability of Occasional Teachers to replace the Teachers involved. Such leaves shall be limited to a maximum of the equivalent of one Teacher per school at any one time. The Board shall pay the Teacher's Total Salary and Employee Benefits without deduction of credit for Teaching Experience for the absence and the Bargaining Unit shall reimburse the Board with respect to replacement costs incurred.
- L36.22 Members of the Bargaining Unit who are members of committees established under this Agreement shall be excused from teaching duties with pay and Employee Benefits and without loss of Credits when meetings of these committees are convened during school hours by the Board.

### **L37.0 LEAVES OF ABSENCE – SELF FUNDED LEAVES PLAN**

- L37.1 Permanent Teachers may apply prior to May 1 for a paid leave of absence under the following conditions:
- (a) Any teacher having at least three (3) years seniority with the Board shall be eligible to participate in the Plan in accordance with the conditions of this Article;
  - (b) deductions for the Teachers' Pension Plan pension, income tax or other required deductions shall be on the basis of the actual salary paid;
  - (c) the period for such leaves of absence with pay granted to a Teacher shall be credited to Teaching Experience;
  - (d) the Teacher granted such a leave of absence with pay shall receive all employee benefits for which the Teacher is eligible; and
  - (e) a Teacher on such leave of absence with pay shall be responsible for making arrangements for any further payments to the Teachers' Pension Plan.
- L37.2 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:
- (a) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave;
  - (b) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave;



(b) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.

- L37.3 The Teacher shall agree, by contract, to remain a Teacher in the employ of the Board for a minimum of one year following the leave year.
- L37.4 Notwithstanding L37.2 in special circumstances the Director may approve a leave under L37.0 which provides for the leave of absence to be taken in a year other than the year indicated in the contract.
- L37.5 Prior to the leave occurring but not after January 1 of the year in which the leave is to commence, the contract may be terminated at the request of the Teacher on the terms of restitution specified in the contract signed by the parties. Such leave may only be delayed by the Board by giving notice prior to January 1 of the year in which the leave is to commence if the Teacher is indispensable to the program needs of the school in the next school year.
- L37.6 The Teacher shall agree to repay to the Board any overpayment which has occurred because the Teacher's employment with the Board has ceased after the leave prior to the expiry date of the contract.
- L37.7 The Board, after consultation with the Bargaining Unit, shall set quotas in regard to the maximum number of leaves in L37.1 which can be taken in any year. As far as possible, the quotas will be set to meet both the requests of the Teachers and the program needs of the Board.
- L37.8 If the Teacher's employment terminates prior to taking leave or during the leave year, by reason of the death or disability of the Teacher or for any other reason, the total amount of deferred salary shall forthwith be paid to the Teacher or the Teacher's estate.

### **L38.0 SICK LEAVE**

- L38.1 The Director shall in accordance with the terms of this Agreement have power to do and perform all things necessary for the conduct of the sick leave and Short Term Leave Disability Plan under this Agreement.
- L38.2 The Board shall be responsible for keeping an account of individual Sick Leave and Short Term Leave and Disability Plan days and partial days, as well as any carryover days and partial days and shall provide this information to the teacher upon request.
- L38.3 A Teacher who exhausts the Sick Leave and Short Term Leave Disability Plan and remains absent due to illness or personal injury and is not in receipt of WSIB or Long Term Disability benefits shall be deemed to be on a leave of absence without pay.

- L38.4 A Teacher entitled to a benefit under a statute shall not be entitled to receive the benefit once under the statute and a second time under this Agreement.
- L38.5 A Teacher's absence for illness for a period:
- L38.6 of five 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;
- L38.7 of over five consecutive working days must be certified by a licensed medical practitioner. In special cases, there may be exemption at the discretion of the Executive Superintendent of Employee Services or designate;
- L38.8 of over 20 consecutive working days may in the discretion of the Executive Superintendent or designate be required to be certified by a such medical practitioner before the Teacher shall be entitled to payment under this Agreement.
- L38.9 The Executive Superintendent of Employee Services or designate may at any time require that a certificate be submitted by such a medical practitioner or Doctor of Dental Surgery appointed by the Board at the Board's expense.
- L38.10 When a Teacher is absent by reason of incapacity on account of an accident occurring while on duty and an award is made under the provisions of the Workplace Safety and Insurance Act, the Teacher shall be entitled to payment of an amount equal to the difference between the Teacher's daily total salary and the amount of such award for a period not to exceed four (4) years and six (6) months.

### **L39.0 SICK LEAVE CREDIT GRATUITY**

- L39.1 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:

#### **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.

### **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.

- L39.2 The sick leave Credit gratuity shall be paid to or on behalf of a Teacher:
- a) who retires and who is entitled on such retirement to receive payment of retirement benefits commencing on such retirement as a participating member of a pension plan of the Board or a Teacher's superannuation plan recognized by the Board, whether or not the Teacher elects to receive such payment commencing on such retirement or elects to defer the commencement of such payment;
  - b) who becomes totally and permanently disabled from performing the duties of a Teacher employed with the Board; or
  - c) to a named beneficiary or to the estate of such Teacher who dies while in the employment of the Board.
- L39.3 The sick leave Credit gratuity to be paid shall be equal to 2% of the final Total Salary of the Teacher at the time of retirement, disability or death, multiplied by the number of full years' service with the Board and any Predecessor Boards, less any monies which the Teacher received as a service gratuity plus accrued interest at 6% per annum from the date of payment of the service gratuity, provided that the amount of the sick leave Credit gratuity payment shall not exceed the statutory limits, i.e. the Teacher's daily Total Salary multiplied by half the Credits accumulated in the Teacher's account, provided that the amount of such payment shall not exceed one-half of the Teacher's final year's Total Salary.
- L39.4 For the purpose of calculating the amount of sick leave Credit gratuity only the Credits earned by the Teacher during employment with the Board or Predecessor Boards shall be taken into account; other Credits shall be used first in case of illness and shall not be used in the calculation of the gratuity.

## **L40.0 INSURED EMPLOYEE BENEFITS**

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

### **L40.1 Life Insurance - Group Life Insurance Plan**

L40.2 A joint Management Committee shall be responsible for operating the Group Life Insurance Plan. The Board, the Bargaining Agent and the elementary bargaining agent shall be represented on this committee. The number of voting representatives of the Bargaining Unit shall continue to comprise 50% of the number of Board representatives. The number of voting representatives of the elementary bargaining agent shall also continue to comprise 50% of the number of Board representatives. The committee shall be chaired by another person appointed by the Board. Such chairperson shall be non-voting.

L40.3 The Bargaining Unit shall appoint two representatives to the joint Management Committee for a two-year period and the names of such representatives shall be forwarded to the chairperson of the joint Management Committee no later than November 1.

L40.4 Summaries of discussion of each meeting of the Committee shall be forwarded by the chairperson to each member of the Committee and to the Bargaining Unit.

L40.5 The Board shall provide the appropriate payroll deductions for the Teacher's share of the Dental and Health Care Plan premium.

## **L41.0 EMPLOYMENT INSURANCE COMMISSION REBATE**

L41.1 In consideration of the continuation in this Agreement of the provisions of a previous agreement for improved employee benefits and increased contributions by the Board towards premium costs, the Bargaining Unit on behalf of the Teachers has released the Board from any obligation it might otherwise have to pay to Teachers any Employment Insurance Commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall continue to be used by the Board to defray part of its increased cost of benefits.

L41.2 The Board shall provide the statement from Revenue Canada particular to the Employment Insurance rebate applicable to secondary school Teachers.

## **L42.0 NORTH YORK AND TORONTO SERVICE GRATUITIES**

L42.1 The Service Gratuity Plans in force in North York and Toronto during the school year 1969-70 shall remain in force for all Teachers who were under Contract with either of the above Predecessor Boards for the school year 1969-70 and who continued under

Contract with such Predecessor Board and who have continued to be employed as Teachers with the Board on the effective date of this Agreement.

### **L43.0 FAMILY MEDICAL LEAVE**

- L43.1 The Employer, upon notification from the Teacher, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000 for up to eight (8) weeks in duration. The Teacher shall provide written notification as soon as possible. The Teacher shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the Employment Standards Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- L43.2 If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.
- L43.3 A Teacher on Family Medical Leave shall continue to accrue credit for seniority, sick leave and grid experience. The Teacher will continue to make contributions to the pension plan for the period of the leave, unless the Teacher elects, in writing, not to make contributions.
- L43.4 The Employer shall continue to pay its portion of the costs of the Teacher's benefit coverage according to this Collective Agreement.
- L43.5 The Employer shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.
- L43.6 The duration of the Family Medical Leave is as defined in the Employment Standards Amendment Act (Family Medical Leave), 2004.

## **PART V - SENIORITY, DECLINING ENROLMENT AND SURPLUS PROCEDURES**

### **L44.0 SENIORITY**

- L44.1 The determination of seniority for Teachers shall be based on the following criteria in order:
- (a) aggregate secondary and elementary Teaching Experience with the Board and all Predecessor Boards, including secondary and elementary Long Term Occasional Teaching Experience, but excluding other occasional teaching experience and where this is equal,
  - (b) most recent continuous secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience, but excluding other occasional teaching experience and where this is equal,
  - (c) aggregate secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience, but excluding other occasional teaching experience and where this is equal,
  - (d) subject to L44.3, other Teaching Experience accepted for salary purposes, and where this is equal,
  - (e) as determined by lot, conducted by the Board.
- L44.2 For the purposes of L44.1:
- (a) Teaching Experience gained with a Predecessor Board up to and including August 31, 1979 shall continue to be determined as it was by the Predecessor Board.
  - (b) Teaching Experience gained with a Predecessor Board from September 1, 1979 shall be counted and accumulated regardless of whether the Teacher is teaching full-time, part-time, or on a recognized leave of absence.
  - (c) Teaching Experience shall not be limited to the number of steps on the Teacher's salary grid.
- L44.3 For the purposes of L44.1 (d) acceptance of Teaching Experience for salary purposes shall be as determined by clauses L6.13, L6.19 and L6.20 but experience as a long term occasional teacher shall be included.
- L44.4 For the purposes of L44.1 (e), the order of ranking, once established by lot on a seniority list, shall not be altered.

- L44.5 The most senior Teacher shall be assigned the number one (1) on the seniority list.
- L44.6 Teachers hired to commence teaching after September 1st, 2016, or after the ratification of this contract if it is a later date, will have their seniority calculated on the following basis.
- (a) aggregate secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience and Adult Day School Teaching Experience but excluding other occasional teaching experience and where this is equal,
  - (b) most recent continuous secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience and Adult Day School Teaching Experience, but excluding other occasional teaching experience and where this is equal,
  - (c) subject to L44.3, other Teaching Experience accepted for salary purposes, and where this is equal,
  - (d) as determined by lot, conducted by the Board.
- L44.7 **Seniority and Qualifications Lists**
- L44.8 The Board shall develop lists of Teachers which shall indicate:
- (a) seniority as determined under L44.1 or L44.6.
  - (b) qualifications according to the Teacher's Certificate of Qualifications as supplied by the College of Teachers;
  - (c) evidence of successful teaching of subject(s).
- L44.9 The Bargaining Agent shall be provided with a copy of such lists.
- L44.10 The data included for each Teacher on these lists shall be made available to the Teacher in the Teacher's school by February 15, and the Teacher shall verify the data included for the Teacher by February 25.
- L44.11 If the Teacher believes that the data included for the Teacher is incorrect the Teacher shall so advise the Executive Superintendent of Employee Services or designate of the Board by February 25.
- L44.12 Despite L44.10 it remains the responsibility of the Teacher to ensure that the data to be provided by the Teacher and retained in the Board's files is kept up to date including any change in qualifications.

- L44.13 **Identification of Teachers Surplus to a School**
- L44.14 Using the projected number of staff assigned to the school by the Board, the principal will before April 15;
- a) determine the staffing requirements for the school based on the timetabled program needs of the school for the next school year,
  - b) identify by subject(s) those positions which are vacant, and
  - c) identify by subject(s) according to lists developed or amended pursuant to L44.7 those Teachers who are surplus to the staffing requirements of the school on the basis of seniority as defined in L44.1.
- L44.15 A Teacher who holds a continuing Position of Responsibility shall be excluded from procedures in L44.14(c), but a Teacher who holds an acting Position of Responsibility shall be excluded from procedures in L44.14 (c) only if the acting position is to continue in the next school year.
- L44.16 **Assignment of Teachers Identified as Surplus to a School**
- L44.17 Each principal shall submit to the Executive Superintendent of Employee Services or designate a list, by subject, of Teachers considered surplus and a list of vacant positions in the school. The Bargaining Unit shall be provided with a copy of such lists.
- L44.18 As early as possible the Board will complete appointments to vacant Positions of Responsibility.
- L44.19 A Teacher surplus to a school shall be assigned according to seniority,
- (a) to teach in a position in a subject or combination of subjects for which the surplus Teacher is qualified in accordance with L44.7, and has such specific qualifications as are required by the timetabled program needs of the position, and
  - (b) if no such position is vacant, such assignment shall be made to replace another Teacher if the other Teacher has less seniority and is the least senior Teacher in the Board in that subject or combination of subjects, and
  - (c) such assignment may displace a Teacher who holds a continuing Position of Responsibility.
- L44.20 The Teacher who has been displaced by virtue of L44.19 shall be declared surplus to the school and shall be assigned if possible according to L44.19.
- L44.21 The Bargaining Unit shall have observer status at all Board-wide meetings of principals arising from the application of L44.16 and L44.22.



L44.22 **Board-wide Surplus Procedures**

L44.23 In addition to the lists provided in L44.17, principals shall provide a staff list indicating the Teachers' subject allocations for the next school year. The Bargaining Unit shall be provided with a copy of all such lists prior to any Board-wide surplus meeting.

L44.24 Teachers who are surplus to their schools shall:

(a) have the opportunity to indicate preferences as to another assignment within the Board if a position is available;

(b) be advised of their status by their principals on or before April 15; and

(c) have 48 hours to return the preference form to their principal.

L44.25 The Teachers' preferences shall be considered in order of seniority when assignments are made in accordance with L44.16 and L44.22.

L44.26 On or before June 8, Teachers displaced by the surplus procedures shall be advised that they are either:

(a) tentatively surplus to the Board, or

(b) remain surplus to the school and have been tentatively assigned to a specific position in another school in the Board. Such assignments may change.

L44.27 Prior to June 15 tentative assignments may be changed as an opening occurs such that:

(a) where possible, a Teacher who was originally declared surplus to that school shall fill the available position in accordance with L44.16.

(b) Teachers' preferences shall be considered in order of seniority.

L44.28 If after June 15, a position becomes available in the Board, that specific position shall be filled, if possible, by a Teacher who is surplus to the Board.

L44.29 A new teacher shall not be hired to fill a vacant position in any subject, area of instruction or grade until a Teacher in the employ of the Board, who has been declared surplus, and who is qualified to fill the position has been placed.

L44.30 If a Teacher disagrees with the Teacher's listing as surplus or objects to the Teacher's assignment to another position, the Teacher may discuss the same with Executive Superintendent of Employee Services or designate of the Board. The Teacher will be informed that they may be assisted by a representative of the Bargaining Unit.

L44.31 A Teacher who remains surplus will be notified on or before June 30 that the Teacher's employment is terminated effective August 31.

- L44.32 When the Board terminates the employment of a Teacher holding a valid teaching certificate because such Teacher is surplus to the Board's needs, the Board shall at the request of the Teacher provide the Teacher with a letter to this effect.
- L44.33 The Bargaining Unit shall have observer status at all Board-wide meetings and Education Office meetings of principals where such meetings deal with the implementation of the surplus and placement procedures.

## **L45.0 REPLACEMENT TEACHERS**

- L45.1 For the purposes of Part V "eligible Replacement Teachers" shall mean those teachers who, as of April 1, have completed at least 97 school days (or a complete semester) of employment as a Replacement Teacher with the Board during the previous 12 months (i.e. April 1 of the prior school year to March 31 of the current school year) and have notified the Board in writing, using the form provided by the Board, that they wish to be considered for placement in other positions in accordance with L45.0.
- L45.2 Notwithstanding L45.1 a Replacement Teacher who, as of April 1, is scheduled to complete at least 97 school days (or a complete semester) of employment as a Replacement Teacher within the current school year and notifies the Board in writing, using the form provided by the Board, that the Replacement Teacher wishes to be considered for placement in other positions in accordance with L45.0 will also be an "eligible Replacement Teacher". However, if such Replacement Teacher does not, during the period September 1 through June 30, complete the 97 school days (or a complete semester), then that Replacement Teacher shall not be an "eligible Replacement Teacher" and any placement and/or listing made on the basis of that Replacement Teacher being an "eligible Replacement Teacher" shall be undone.
- L45.3 "Eligible Replacement Teachers" may include those currently employed as Replacement Teachers as well as those whose fixed terms have been completed but shall not include those for whom the Board has not, as of April 15, received the completed form.
- L45.4 In order to maintain rights under L45.0 an "eligible Replacement Teacher" must keep the Board advised of the teacher's current address and telephone number; must ensure the form set out under L45.3 is received by the Board before April 15; and must be able to respond personally and expeditiously to any offer of employment.

## **L46.0 DECLINING ENROLMENT MEASURES**

- L46.1 **Part-time Teaching**
- L46.2 A full-time Teacher who, prior to March 1 requests to teach part-time commencing the following school year for a specified period of one school year shall be granted the requested assignment provided there are full-time Teachers with the same certification

who remain surplus to the Board after May 15 based on the March 15 projections and, in the opinion of the Executive Superintendent of Employee Services or designate, the number of positions to be held by Part-time Teachers to teach in the same school is not excessive.

L46.3 If there are no full-time Teachers who remain surplus to the Board after May 15 based on the March 15 enrolment projections and if the Teacher makes the request prior to March 1, the Executive Superintendent of Employee Services or designate may grant the request.

L46.4 A Part-time Teacher who is not teaching part-time for a specified period but who went from a full-time to a part-time assignment shall upon request be given an assignment to teach full-time if one becomes available provided that there is no surplus full-time Teacher who is qualified to fill the position. If more than one Teacher is eligible for such assignment, the Teacher with the greatest seniority as defined in L44.0 shall be assigned to the position.

L46.5 Subject to first placement of Teachers under L46.4 a Part-time Teacher who did not change from a full-time to a part-time teaching assignment shall be placed in a full-time position upon request only when there is no surplus Teacher who has been teaching full-time who is qualified to fill the full-time position and the Part-time Teacher's most recent Teacher Appraisal was satisfactory. If more than one Part-time Teacher is eligible for the same full-time position with the Board, the Teacher with the greatest seniority as defined in L44.0 shall be assigned to the position.

L46.6 For purposes of calculating the sick leave Credit gratuity (under L39.0), of a Teacher who taught full-time and who was granted an assignment as a Part-time Teacher on or after September 1, 1978 pursuant to L46.0 or the Declining Enrolment provisions in a previous collective agreement,

(a) the "final Total Salary of the Teacher" shall be the full-time annual rate of the earnings of the Teacher, and

(b) the maximum amount payable shall not exceed one half the full-time annual rate.

L46.7 **Retraining**

L46.8 The conditions for retraining Teachers during a period of declining enrolment are:

a) if, by April 15, the Board anticipates identifying surplus Teachers under L44.22, and

b) if, by that date, the Board anticipates that it may need to hire teachers in order to staff its programs, then

- c) the Board may, at its discretion and in consultation with the Bargaining Unit request Teachers who have demonstrated a high level of competence in the position(s) for which they are currently qualified to undertake retraining to meet the needs anticipated in L46.8(b) subject to the conditions set out below, providing that, in the opinion of the Board, these Teachers will be able to continue to demonstrate a high level of competence in any position(s) for which they may be retrained.

L46.9 If the Teacher agrees to undertake such retraining,

- (a) tuition fees shall be paid by the Board for the purpose of retraining and official receipts shall be submitted to the Director, and
- (b) if such retraining requires full-time attendance during regular school hours, the Board shall request the Teacher to take a Leave of Absence, and
- (c) subject to the provisions of L46.7, the Teacher shall comply with the following conditions:
  - (i) deductions for the Teachers' Pension Plan pension, income tax or other required deductions shall be on the basis of the actual salary paid;
  - (ii) the period for such re-training granted to a Teacher shall be credited to Teaching Experience;
  - (iii) the Teacher shall receive all employee benefits for which the Teacher is eligible;
  - (iv) a Teacher shall be responsible for making arrangements for any further payments to the Teachers' Pension Plan and for making arrangements for payment of the Ontario College of Teachers' fee.
  - (v) the Teacher shall, before going on retraining, execute an agreement to remain in the employ of the Board for a period equal to twice the length of the retraining period and, failing to do so, shall upon request pay to the Board the money paid by the Board on account of the retraining, and
- (d) upon return to work the Teacher shall undertake any assignment for which the Teacher is qualified.

L46.10 The number of Teachers who may undertake such retraining in any one year shall not exceed the number of surplus Teachers.

L46.11 The number of Teachers who may be granted Leave of Absence for Retraining shall not exceed five full-time equivalents in any one year.

L46.12 The foregoing provisions for retraining will be continued on an experimental basis and will be reviewed by the parties before either party recommends continuance of these provisions in any subsequent agreements.

#### **L47.0 RECALL**

L47.1 Recall rights shall only apply to Teachers whose employment with the Board has been terminated because the Teacher is surplus to the Board.

L47.2 Recall rights shall be limited to the a two (2) year period immediately following the date the termination of employment as a surplus Teacher became effective.

L47.3 In order to establish rights under L47.0 the Teacher must complete and return the form provided by the Board within 15 days of receiving the notice of termination.

L47.4 In order to maintain rights under L47.0 the Teacher must:

- (a) keep the Board advised of the Teacher's current address and telephone number;
- (b) ensure the form set out under L47.3 is received by the Board within the time set out; and
- (c) must be able to respond personally and expeditiously to any offer of employment.

L47.5 The Board shall maintain a recall list of the teachers who have established and maintained recall rights. The Bargaining Unit shall have access to this list and any revisions to the list.

L47.6 The Board shall record details respecting any teacher on the list who could not be contacted personally and expeditiously. That Teacher shall be removed from the list and the Bargaining Unit shall be advised of this revision to the list.

L47.7 When a position becomes available, the Board shall contact in order of seniority, each Teacher remaining on the recall list to ascertain whether that Teacher wishes to accept a position for which the Teacher is qualified.

L47.8 A Teacher who refuses a recall to a position for which the Teacher is qualified, or fails to respond under L47.4 shall no longer be entitled to recall.

L47.9 A person who has been recalled to a position as a Teacher with the Board within four calendar months of the effective date of the termination of the person's employment as a Teacher shall be credited with Teaching Experience as though there had been no interruption in employment.

## L48.0 SEVERANCE PAY

L48.1 Those Permanent Teachers whose employment has been terminated pursuant to L44.22 because they are surplus to the Board and who have not refused a position with the Board (hereinafter referred to as "Eligible Permanent Teachers") shall be subject to the following:

- a) Eligible Permanent Teachers will be paid severance pay in accordance with the following:

the amount of severance pay to be paid to an Eligible Permanent Teacher shall be based on the number of years of the last continuous Teaching Experience with the Board (including any Predecessor Board) to be calculated as follows:

$$\text{Amount} = \frac{10 + (n-1) \times 2.5}{100} \times \text{Total Salary for the last complete year of employment as a Teacher}$$

where n = number of years of the last continuous Teaching Experience with the Board.

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of employment as a Teacher.

- b) Acceptance of severance pay relieves the Board of any further obligation to the Teacher including recall rights and the Teacher ceases to have further rights under this Agreement.
- c) Subject to requirements at law, a Teacher may request the deferral of severance pay for a period of up to 12 months from the effective date of termination of the Teacher's employment for the purpose of maintaining recall rights during such period. No such request shall be denied.

## **PART VI – CONTINUING EDUCATION TEACHERS**

The terms and conditions of employment in this Part apply only to Continuing Education Teachers, including Secondary Credit Night School, Secondary Credit Summer School and Adult Day School.

### **L49.0 GRIEVANCE AND ARBITRATION PROCEDURE**

- L49.1 Within the terms of Part VI a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Part, including any question as to whether a matter is arbitrable. For purposes of the grievance/arbitration procedure in Section VI, the first ten instructional days of July shall be deemed to be school days.
- L49.2 **Notice of Grievance by the Grievor and Bargaining Unit**
- L49.3 A Continuing Education Teacher or group of Continuing Education Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the appropriate principal, or, if the Continuing Education Teacher does not report to a principal, with the Continuing Education Teacher's immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Continuing Education Teacher or group of Continuing Education Teachers may be accompanied by a representative of the Bargaining Unit. Where it could reasonably be expected that an incident would lead to discipline or discharge, the principal or immediate supervisor will inform the teacher that they may be accompanied by a representative of the Bargaining Unit. Should the complaint not be resolved informally, the Bargaining Unit may initiate a grievance within 20 school days following the day the cause of the grievance became known or reasonably ought to have been known to the Continuing Education Teacher(s). A grievance may be filed by the Bargaining Unit on behalf of the Continuing Education Teacher(s) in writing to the Director or designate. This notice shall state the section or sections of Part VI that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought.
- L49.4 The Board or Bargaining Unit may initiate a policy or group grievance by giving notice to the other party within 55 school days following the day that the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- L49.5 The representatives of the Board and Bargaining Unit shall meet within 10 school days of receipt of the notice under L49.3 or L49.4 above and shall attempt to settle the grievance.

**L49.6 Notice of Intent to Proceed to Arbitration**

- L49.7 If the grievance is not settled within 10 school days of the meeting, the Bargaining Unit or Board may inform the other party in writing within a further 30 school days that it is proceeding to arbitration.
- L49.8 The notice in L49.7 shall specify whether the Bargaining Unit or Board desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. The Board or Bargaining Unit not wishing a single arbitrator shall so advise the originating party within 10 school days and shall, at the same time, specify its appointee to the board of arbitration. The originating party shall then appoint its nominee within a further five school days of being advised of the appointee of the other party.
- L49.9 The two appointees or, in the case of a single arbitrator, representatives of the Board and Bargaining Unit shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator within 35 school days of the notice in L49.7 being received, the appointment shall be made by the Minister of Labour upon the request of either party.
- L49.10 The arbitrator or the arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- L49.11 The single arbitrator or the board of arbitration shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations.
- L49.12 The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of Part VI.
- L49.13 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- L49.14 The Board and Bargaining Unit shall each bear the expense of its own appointee and shall pay one-half the cost of the chairperson or single arbitrator and their own expense of appearing at the hearing.
- L49.15 A grievance initiated within the timelines herein may be processed notwithstanding that the contract(s) of the Continuing Education Teacher(s) involved has (have) terminated.



- L49.16 Days, as the term used in this grievance procedure, shall exclude Saturdays, Sundays, and public holidays.
- L49.17 Time limits herein may be extended by consent of the Board and Bargaining Unit.
- L49.18 Grievances concerning similar matters may be heard together.
- L49.19 No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under Part VI.
- L49.20 A Continuing Education Teacher may be disciplined only for just cause.
- L49.21 If a grievance concerns the discipline of a Continuing Education Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitrator or the arbitration board may confirm the decision of the Board or reinstate the Continuing Education Teacher, with or without full compensation or otherwise modify the penalty. Where the arbitrator or arbitration board determines that reinstatement of the Continuing Education Teacher is not practical, the arbitrator or arbitration board may award compensation.

## **L50.0 INDIVIDUAL RIGHTS**

- L50.1 Both the Board and Bargaining Unit shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

## **L51.0 BEREAVEMENT**

- L51.1 A Continuing Education Teacher shall be entitled to a leave of absence with pay for two daily sessions\* per course, for bereavement provided that the Continuing Education Teacher makes arrangements with the principal to ensure that a suitable replacement is found. Alternatively, arrangements may be made to reschedule the class. Bereavement days shall not accumulate. Leave for bereavement shall be granted only for and at the time of death of a member of the Continuing Education Teacher's immediate family.

\*daily session means the instructional time for a course in a day.

- L51.1 Additional days may be granted by the Director when required for travelling time or other special circumstances.

## **L52.0 OBSERVING RELIGIOUS DAYS**

- L52.1 A Continuing Education Teacher shall be entitled to observe up to two religious days per session to a maximum of five per school year provided that the Continuing Education Teacher makes arrangement to reschedule the class. Alternatively,

arrangements may be made with the principal to ensure that a suitable replacement is found.

L52.2 An Adult Day School Continuing Education Teacher shall be entitled to a leave of absence with pay to observe up to two religious holy days per year as part of the five days in L52.1.

**L53.0 OTHER TERMS AND CONDITIONS APPLYING TO CONTINUING EDUCATION TEACHERS**

L53.1 Other terms and conditions applying to Continuing Education Teachers may be set out in a letter of understanding.

L53.2 The Continuing Education Teacher shall perform such duties as the Board may assign under the Acts and the regulations administered by the Minister of Education and Training and shall be diligent and faithful in the performance of the Continuing Education Teacher’s duties.

L53.3 The number of Continuing Education Teachers to be employed by the Board shall be determined by the Board.

L53.4 A Continuing Education Teacher who is not also a Teacher on unpaid Leave shall be responsible for payment of the Ontario College of Teachers Fee.

**PART VI.I – CONTINUING EDUCATION SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL**

**L54.0 SALARY FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL**

L54.1 A Secondary Credit Night School and Summer School Continuing Education Teacher shall be paid in accordance with the following hourly Salary Schedule.

| Effective August 31, 2019 |                                 |       |
|---------------------------|---------------------------------|-------|
| Step                      | Courses Completed               | Rate  |
| 0                         | Less than 2 full credit courses | 51.73 |
| 1                         | 2 or 3 full credit courses      | 55.15 |
| 2                         | 4 or 5 full credit courses      | 58.60 |
| 3                         | 6 or more full credit courses   | 62.08 |

| Effective September 1, 2019 |                                 |       |
|-----------------------------|---------------------------------|-------|
| Step                        | Courses Completed               | Rate  |
| 0                           | Less than 2 full credit courses | 52.25 |
| 1                           | 2 or 3 full credit courses      | 55.70 |
| 2                           | 4 or 5 full credit courses      | 59.19 |
| 3                           | 6 or more full credit courses   | 62.70 |

| Effective September 1, 2020 |                                 |       |
|-----------------------------|---------------------------------|-------|
| Step                        | Courses Completed               | Rate  |
| 0                           | Less than 2 full credit courses | 52.77 |
| 1                           | 2 or 3 full credit courses      | 56.26 |
| 2                           | 4 or 5 full credit courses      | 59.78 |
| 3                           | 6 or more full credit courses   | 63.33 |

| Effective September 1, 2021 |                                 |       |
|-----------------------------|---------------------------------|-------|
| Step                        | Courses Completed               | Rate  |
| 0                           | Less than 2 full credit courses | 53.30 |
| 1                           | 2 or 3 full credit courses      | 56.82 |
| 2                           | 4 or 5 full credit courses      | 60.38 |
| 3                           | 6 or more full credit courses   | 63.96 |

**Note:** The above salaries include the negotiated general wage increases as follows:

| Effective Date    | % increase |
|-------------------|------------|
| September 1, 2019 | 1.0%       |
| September 1, 2020 | 1.0%       |
| September 1, 2021 | 1.0%       |

- L54.2 A Secondary Credit Night School and Summer School Continuing Education Teacher shall be advanced on the steps of the Salary Schedule set out above on the basis of the number of continuing education full credit courses taught and completed prior to the commencement of duties on a continuing education assignment for which the higher rate is to be paid.
- L54.3 A step on the Salary Schedule shall be based on the number of continuing education credit courses the Secondary Credit Night School and Summer School Continuing Education Teacher has taught for the Board and/or Predecessor Boards. Only courses which commenced on or after September 1, 1987 shall be counted.
- L54.4 For the purposes of L54.0 courses must be full credit courses. A Secondary Credit Night School and Summer School Continuing Education Teacher will be credited with a full credit when it is a full credit course. A Secondary Credit Night School and Summer School Continuing Education Teacher will be credited with a half (1/2) credit when it is a half credit course. A remedial credit course shall be counted as one half of a full credit course. A Secondary Credit Night School and Summer School Continuing Education Teacher will be credited with a quarter (1/4) credit when it is a quarter credit course. The half and quarter credits shall be accumulated to constitute a full credit course. The teacher of record is the teacher who has taught the whole credit or more than half the credit.
- L54.5 For the purposes of L54.2 an assignment of a Secondary Credit Night School and Summer School Continuing Education Teacher to a position that does not involve classroom duties shall be equated to an assignment involving classroom duties.
- L54.6 The hourly rate of pay set out in L54.1 shall be payment for the normal duties of a Secondary Credit Night School and Summer School Continuing Education Teacher but shall be paid for classroom teaching hours only.

**L55.0 RESPONSIBILITY ALLOWANCES FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL**

L55.1 A Secondary Credit Night School and Summer School Continuing Education Teacher appointed to the position of Department Head or Assistant Department Head in a continuing education program shall be paid, for the performance of departmental duties, an amount as set out below in addition to the hourly rate of pay to which the Secondary Credit Night School and Summer School Continuing Education Teacher is entitled under L54.1.

**Secondary Credit Night School and Summer School Responsibility Allowances**

| Effective August 31, 2019 |      |
|---------------------------|------|
| Department Head           | 5.76 |
| Asst. Department Head     | 3.89 |

| Effective September 1, 2019 |      |
|-----------------------------|------|
| Department Head             | 5.82 |
| Asst. Department Head       | 3.93 |

| Effective September 1, 2020 |      |
|-----------------------------|------|
| Department Head             | 5.88 |
| Asst. Department Head       | 3.97 |

| Effective September 1, 2021 |      |
|-----------------------------|------|
| Department Head             | 5.93 |
| Asst. Department Head       | 4.01 |

**Note:** The above allowances include the negotiated general wage increases as follows:

| <u>Effective Date</u> | <u>% increase</u> |
|-----------------------|-------------------|
| September 1, 2014     | 1.0%              |
| September 1, 2015     | 1.0%              |
| September 1, 2016     | 1.0%              |

**L56.0 WORKING CONDITIONS FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL**

L56.1 The assignment may be terminated prior to the end of the session:

- a) by the Board at any time with 24 hours' notice to the Secondary Credit Night School and Summer School Continuing Education Teacher where, before the commencement of the course or class or teaching in the subject, it has been decided not to offer the course, class or subject in the session; or
- b) at any time by mutual consent in writing of the Secondary Credit Night School and Summer School Continuing Education Teacher and the Board; or
- c) at any time by either party giving written notice to the other not less than forty-eight hours before the date of termination specified in the notice.

L56.2 The Board will make a reasonable effort to provide the Secondary Credit Night School and Summer School Continuing Education Teachers with keys to the classrooms assigned and staff washrooms.

## PART VI.II – ADULT DAY SCHOOL CONTINUING EDUCATION

### L57.0 SALARY FOR ADULT DAY SCHOOL CONTINUING EDUCATION

L57.1 An Adult Day School Continuing Education Teacher shall be paid in accordance with the following hourly Salary Schedule.

| Effective August 31, 2019 |         |         |         |         |
|---------------------------|---------|---------|---------|---------|
| Step                      | Group 1 | Group 2 | Group 3 | Group 4 |
| 0                         | 41.48   | 43.41   | 46.95   | 50.28   |
| 1                         | 43.67   | 45.71   | 50.10   | 53.00   |
| 2                         | 46.21   | 48.36   | 53.44   | 56.25   |
| 3                         | 48.75   | 51.02   | 56.76   | 59.50   |
| 4                         | 51.64   | 54.02   | 60.27   | 63.28   |
| 5                         | 54.53   | 57.04   | 63.78   | 67.06   |
| 6                         | 57.42   | 60.05   | 67.29   | 70.83   |
| 7                         | 60.31   | 63.05   | 70.79   | 74.61   |
| 8                         | 63.20   | 66.05   | 74.30   | 78.38   |
| 9                         | 66.09   | 69.06   | 77.81   | 82.16   |
| 10                        | 68.98   | 72.06   | 81.32   | 85.94   |

| Effective September 1, 2019 |         |         |         |         |
|-----------------------------|---------|---------|---------|---------|
| Step                        | Group 1 | Group 2 | Group 3 | Group 4 |
| 0                           | 41.89   | 43.84   | 47.42   | 50.78   |
| 1                           | 44.11   | 46.17   | 50.60   | 53.53   |
| 2                           | 46.67   | 48.84   | 53.97   | 56.81   |
| 3                           | 49.24   | 51.53   | 57.33   | 60.10   |
| 4                           | 52.16   | 54.56   | 60.87   | 63.91   |
| 5                           | 55.08   | 57.61   | 64.42   | 67.73   |
| 6                           | 57.99   | 60.65   | 67.96   | 71.54   |
| 7                           | 60.91   | 63.68   | 71.50   | 75.36   |
| 8                           | 63.83   | 66.71   | 75.04   | 79.16   |
| 9                           | 66.75   | 69.75   | 78.59   | 82.98   |
| 10                          | 69.67   | 72.78   | 82.13   | 86.80   |

| Effective September 1, 2020 |         |         |         |         |
|-----------------------------|---------|---------|---------|---------|
| Step                        | Group 1 | Group 2 | Group 3 | Group 4 |
| 0                           | 42.31   | 44.28   | 47.89   | 51.29   |
| 1                           | 44.55   | 46.63   | 51.11   | 54.07   |
| 2                           | 47.14   | 49.33   | 54.51   | 57.38   |
| 3                           | 49.73   | 52.05   | 57.90   | 60.70   |
| 4                           | 52.68   | 55.11   | 61.48   | 64.55   |
| 5                           | 55.63   | 58.19   | 65.06   | 68.41   |
| 6                           | 58.57   | 61.26   | 68.64   | 72.25   |
| 7                           | 61.52   | 64.32   | 72.21   | 76.11   |
| 8                           | 64.47   | 67.38   | 75.79   | 79.96   |
| 9                           | 67.42   | 70.45   | 79.37   | 83.81   |
| 10                          | 70.37   | 73.51   | 82.95   | 87.67   |

| Effective September 1, 2021 |         |         |         |         |
|-----------------------------|---------|---------|---------|---------|
| Step                        | Group 1 | Group 2 | Group 3 | Group 4 |
| 0                           | 42.74   | 44.73   | 48.37   | 51.80   |
| 1                           | 44.99   | 47.10   | 51.62   | 54.61   |
| 2                           | 47.61   | 49.83   | 55.06   | 57.95   |
| 3                           | 50.23   | 52.57   | 58.48   | 61.30   |
| 4                           | 53.20   | 55.66   | 62.10   | 65.20   |
| 5                           | 56.18   | 58.77   | 65.71   | 69.09   |
| 6                           | 59.16   | 61.87   | 69.33   | 72.98   |
| 7                           | 62.14   | 64.96   | 72.94   | 76.87   |
| 8                           | 65.12   | 68.05   | 76.55   | 80.75   |
| 9                           | 68.09   | 71.15   | 80.17   | 84.65   |
| 10                          | 71.07   | 74.24   | 83.78   | 88.54   |

**Note:** these wages are subject to changes based on the Grant for Student Needs (GSN) for 2019-20 and collective agreements terms effective September 1, 2019.

**Note:** The above salaries include the negotiated general wage increases as follows:

| <u>Effective Date</u> | <u>% increase</u> |
|-----------------------|-------------------|
| September 1, 2019     | 1.0%              |
| September 1, 2020     | 1.0%              |
| September 1, 2021     | 1.0%              |

## **L58.0 RESPONSIBILITY ALLOWANCES FOR ADULT DAY SCHOOL CONTINUING EDUCATION**

L58.1 An Adult Day School Continuing Education Teacher appointed to the position of Department Head or Assistant Department Head in a continuing education program shall be paid, for the performance of departmental duties, an amount as set out below in addition to the hourly rate of pay to which the Adult Day School Continuing Education Teacher is entitled under L57.1.

### **Adult Day School Continuing Education Responsibility Allowances**

| <b>Effective August 31, 2019</b> |      |
|----------------------------------|------|
| Department Head                  | 5.83 |
| Asst. Department Head            | 3.90 |

| <b>Effective September 1, 2019</b> |      |
|------------------------------------|------|
| Department Head                    | 5.89 |
| Asst. Department Head              | 3.94 |

| <b>Effective September 1, 2020</b> |      |
|------------------------------------|------|
| Department Head                    | 5.95 |
| Asst. Department Head              | 3.98 |

| <b>Effective September 1, 2021</b> |      |
|------------------------------------|------|
| Department Head                    | 6.01 |
| Asst. Department Head              | 4.02 |

**Note:** The above allowances include the negotiated general wage increases as follows:

| <u>Effective Date</u> | <u>% increase</u> |
|-----------------------|-------------------|
| September 1, 2014     | 1.0%              |
| September 1, 2015     | 1.0%              |
| September 1, 2016     | 1.0%              |

## **L59.0 STAFFING FOR ADULT DAY SCHOOL CONTINUING EDUCATION**

### **L59.1 Adult Day School Class Size**

- (a) The Board will collect class size data from each of the Adult Day Schools and will organize the data by school and by program. The data will reflect the pre-registration, day 8, mid-point and last day of the quad enrolment figures.
- (b) Each Adult Day School will have an In-School Class Size Committee composed of: the Principal or Vice-principal, a Guidance Counsellor, the Program Leaders, the Branch President and 1-2 volunteer Adult Day School Teachers.

- (c) The In-School Class Size Committee will meet at the end of the second week of each quad.
- (d) The role of the In-School Class Size Committee will include the following:
- track enrolment data by quad and by program for the school, based on the data collected under (a) above
  - review enrolment patterns and class size anomalies, including classes at 45 and above
- e) with consideration to facilities, availability and retention of teachers, financial feasibility, program sustainability and student diploma requirements, the committee may consider strategies such as those listed below or any other strategy appropriate to the program and site to achieve reasonable class size:
- moving students
  - splitting classes
  - combining classes
  - team teaching

## **L60.0 WORKING CONDITIONS FOR ADULT DAY SCHOOL CONTINUING EDUCATION**

- L60.1 Each Adult Day School Continuing Education Teacher shall have a minimum of 40 consecutive minutes for lunch.
- L60.2 The assignment may be terminated prior to the end of the session:
- a) by the Board at any time with 24 hours' notice to the Adult Day School Continuing Education Teacher where, before the commencement of the course or class or teaching in the subject, it has been decided not to offer the course, class or subject in the session; or
  - b) at any time by mutual consent in writing of the Adult Day School Continuing Education Teacher and the Board; or
  - c) at any time by either party giving written notice to the other not less than forty-eight hours before the date of termination specified in the notice.
- L60.3 Where an assignment to an Adult Day School Continuing Education Teacher is terminated due to reasons of insufficient student enrolment and classes in a session have begun, and where sections are combined to accommodate remaining students,

the Adult Day School Continuing Education Teacher with the greater seniority shall retain their position for the remainder of the session where the school timetable model allows.

L60.4 The Board shall not terminate the assignment of an Adult Day School Continuing Education Teacher for reasons of insufficient enrolment after the 15th day of the session.

L60.5 There will be two paid professional development days for Adult Day School Continuing Education Teachers teaching credit courses on a day determined by the Board. The Teacher shall be paid their regular hourly rate for the hours in attendance at the Professional Development Day (excluding lunch).

### **L61.0 Seniority for Adult Day School Continuing Education Teachers**

L61.1 For the purposes of this section, Adult Day School Continuing Education Teacher means a Continuing Education Teacher who has taught credit or Credit-Equivalent Courses in adult day schools after September 1, 1998; and

- a) has not resigned or been terminated for cause; and
- b) has taught at least one credit or Credit-Equivalent Course in an adult day school at any time during one complete school year.

L61.2 Only an Adult Day School Continuing Education Teacher will have seniority which shall be determined by:

- a) the date on which the first credit or Credit-Equivalent Course taught by the Adult Day School Continuing Education Teacher begins, except that:
  - (i) if such date is earlier than September 1, 1998, then seniority shall be determined by the date of the first credit or Credit-Equivalent Course taught after September 1, 1998; or
  - (ii) if the Adult Day School Continuing Education Teacher does not teach at least one credit or Credit-Equivalent Course in an adult day school in a complete school year, then seniority shall be determined by the date, following that school year, on which the first credit or Credit-Equivalent Course taught by the Adult Day School Continuing Education Teacher begins;
  - (iii) shall not apply in a case where a teacher does not teach at least one credit or Credit-Equivalent Course in an adult day school in a complete school year by virtue of being on Maternity/Parental Leave Benefits under the provisions of the Employment Standards Act where said leave commences while the teacher is in the employ of the Toronto District School Board.



and, where this is equal

- b) Notwithstanding L61.2(a)(ii), the number of years seniority that the Adult Day School Continuing Education Teacher has as a Teacher on August 31, 1998;

and, where this is equal

- c) the number of credit or Credit-Equivalent Courses taught since September 1, 1998;

and where this is equal

- d) by lot as determined and conducted by the Board.

L61.3 The procedures in the Adult Day School Continuing Education Staffing and Surplus Manual in effect on June 30, 2001 shall be reviewed and refined annually by a sub-committee of the Secondary Consultation Committee in accordance with L21.13. The procedures in effect on June 30, 2001 shall not be changed except by mutual agreement of the Board and the Bargaining Unit.

## **L62.0 LEAVES GENERAL FOR ADULT DAY SCHOOL CONTINUING EDUCATION**

L62.1 An Adult Day School Continuing Education Teacher may have up to one day with deduction from sick leave when adoption leave is not taken and circumstances require the Adult Day School Continuing Education Teacher to be present during the adoption procedure.

L62.2 An Adult Day School Continuing Education Teacher may have up to one day with deduction from sick leave as a spouse attending the birth of the spouse's child.

L62.3 An Adult Day School Continuing Education Teacher may take up to two days per year with deduction from sick leave credits to care for a member of the Teacher's immediate family in the case of serious illness when the Teacher has been unable to obtain other proper care for such member.

## **L63.0 HIRING TO CONTRACT FOR ADULT DAY SCHOOL CONTINUING EDUCATION**

L63.1 To facilitate the hiring of permanent contract teachers, the Board will maintain a list of teachers deemed eligible to be hired for that purpose in the secondary panel.

Adult Day School Continuing Education Teachers who wish to be considered for Contract Teaching position will be placed on the Eligible to Hire List if they:

- a. have been working in one or more of the Board's Adult Day Schools for at least 10 months; and

- b. have taught as an Adult Day School Continuing Education Teacher in one or more schools of the Board for at least 2 quadesters, during a 10-month period that is within the two years immediately preceding the day the application was submitted; and
- c. have not received an unsatisfactory Adult Day School Continuing Education Teacher evaluation.

It is further understood that equity is a determining factor in the Board's hiring criteria and that there may be interviews for vacancies required in order to achieve a contract teaching position once on the eligible to hire list.

## **LETTERS OF UNDERSTANDING**

The appended letters of understanding are incorporated into and made part of this Agreement.

### **LETTER OF UNDERSTANDING Re: Replacement Teachers**

For "eligible Replacement Teachers", placement in another position effective September 1, under the 'Seniority and Surplus Procedures' of L44.0, shall be as follows. "Eligible Replacement Teachers" with:

1. at least 0.9 full-time equivalent years of Teaching Experience for salary purposes with the Board in the previous 12 months shall be placed in full-time positions if these are available and, if no full-time positions are available, then in half-time positions, if these are available;
2. at least 0.5 full-time equivalent years of Teaching Experience for salary purposes with the Board in the previous 12 months shall be placed in half-time positions if these are available; and
3. these previous 12 months shall be either April 1 through March 31, as set out under L45.1 or September 1 through June 30, as set under L45.2.

Effective each September 1, only those "eligible Replacement Teachers" remaining unplaced from the current 'Seniority and Surplus Procedures' shall remain eligible for recall, under L47.0 for the 12 months ending the following August 31.

### **LETTER OF UNDERSTANDING Re: Full Day Coverage**

The parties recognize the importance of having a Teacher in every classroom. The Board acknowledges its objective of obtaining Occasional Teachers to replace all full-day Teacher absences.

To this end, every full-day Teacher absence will be entered into the Board's automated dispatch system. However, both Parties recognize that in a small number of cases (1.5%) the Board may be unable to obtain an Occasional Teacher.

Notwithstanding anything to the contrary in Article L26.9, coverage for a full-day Teacher absence may be assigned when no Occasional Teacher has accepted the job in the automated dispatch system.

The Board shall provide the following information at each Secondary Consultation Committee meeting:

- i. The number of jobs entered into the automated dispatch system for the month.
- ii. The number of unfilled jobs for the month.
- iii. A school by school report of the number of coverages assigned to replace full day Teacher absences.

## **LETTER OF UNDERSTANDING Re: Reporting of Hours for Purposes of Collecting Employment Insurance**

Conditional upon any initial and continuing approvals required under the Employment Insurance Act and Regulations, the Toronto District School Board agrees to use the following formula for the sole and exclusive purpose of reporting insurable hours on an Adult Day School Continuing Education Teacher's Record of Employment: Adult Day School Continuing Education Teachers are deemed to be paid 1.5 hours for each instructional hour.

## **LETTER OF UNDERSTANDING Re: Supervision**

The purpose of this letter of understanding is to clarify when the Toronto District School Board and O.S.S.T.F. District 12 understand that supervision from "time to time" reference in the Article L26.7 may be assigned in advance.

The parties agree that although supervision duties under L26.7 may not be regularly scheduled for Teachers, the parties agree that a principal may assign L26.7 supervision in advance:

- the first and last week of a semester or school year;
- immediately prior to or during examinations;
- the week prior to Christmas Break and March Break;
- in conjunction with any special event or circumstance within the school;
- where the principal reasonably anticipates a special need.

The schedule of availability shall be predictable for the Teacher. The coverage and supervision shall be equitably assigned on a rotating basis with the objective being to equalize the assignments. To provide flexibility, this schedule may be utilized in blocks at the Teacher's request.

## **LETTER OF UNDERSTANDING Re: Terms and Conditions Applying to Continuing Education Teachers**

The following terms and conditions of the Agreement for Teachers also apply to Continuing Education Teachers and will be printed with Part VI in accordance with L3.5.

### **RECOGNITION**

#### **DEFINITIONS**

L1.1

L1.2

L1.3

L1.4

L1.5

L1.6

L1.9

L1.18

L1.22

L.1.26

#### **TERM OF AGREEMENT**

L2.1

L2.2

L2.3

#### **TO WHOM THIS AGREEMENT APPLIES**

L3.2

L3.4

L3.5

L3.8

L3.9

#### **ONTARIO COLLEGE OF TEACHERS**

L28.0

L28.1

L28.2

L28.3

L28.4

## **LETTER OF INTENT Re: Adult Education Re-Opener**

If the Government of Ontario provides any additional funding for adult education programs operated by the Toronto District School Board, the Union shall be entitled to request that the provisions of the Collective Agreement affecting Adult Education teachers be amended in respect to salary, total compensation, staffing, and other cost items.

Where such a request is made the parties shall forthwith negotiate in good faith with a view to amending the Collective Agreement.

If the parties are unable to reach agreement in the course of these negotiations, either party may at any time, refer any matter remaining in dispute to a Board of Arbitration for final determination, composed of one nominee appointed by each party and by a neutral chair agreed to by the nominees. Mediation may occur as part of this process.

Failing agreement by the parties on a neutral chair, one of the following shall be appointed, subject to availability, including weekends. They will be approached in the following order:

Kevin Burkett  
Louisa Davies  
William Kaplan

The Board of Arbitration shall be governed by and have all of the powers of a voluntary board of arbitration constituted pursuant to Section 40 of the Labour Relations Act with any necessary modifications. Any decision by the Board of Arbitration cannot exceed the total new funding provided by the Provincial Government to the Toronto District School Board for Adult Education.

## **LETTER OF UNDERSTANDING Re: Board Investigations**

The Board will consult with the Bargaining Unit on possible revisions to the Employee Services Protocol – Investigation Guidelines and Assignment of Investigators.

## **LETTER OF UNDERSTANDING Re: Teacher-specific Joint Health and Safety Committee**

The Board and the Union agree that a joint committee consisting of representatives from the Board and the Bargaining Unit will be convened no later than 60 days after the ratification of this agreement to investigate a Teacher-specific Joint Health & Safety Committee with its own Terms of Reference under the OHSA. Nothing in this letter precludes the participation of ETT, ETT OTBU and the OSSTF OTBU.

## **LETTER OF UNDERSTANDING Re: E-Learning**

The Board and the Bargaining Unit shall create a Joint Committee to look at best practices for the implementation of the Program and Policy Memorandum(s) re: E-Learning. The Joint Committee will meet at least 3 times to review and make recommendations considering, but not limited to, the following issues:

- School Year Calendar for e-Learning
- Timetable
- Privacy Issues
- Online Security Issues
- Staffing
- Postings
- Technology and support
- Training and Professional Development

## **LETTER OF UNDERSTANDING Re: Catastrophic/Crisis Management Response**

For catastrophic events requiring a crisis management response, including but not limited to, those declared by government authorities or the Board, the Board shall consult the Bargaining Unit regarding the impact on Teachers. Where practicable, the Board shall provide the Bargaining Unit with procedures and policies for review, prior to implementation.

## **LETTER OF UNDERSTANDING Re: Review of the Emergency Catastrophic/Crisis Planning Process**

Prior to the expiration of this Collective Agreement, in order to prepare for any future Emergency or Catastrophic/Crisis situations, the Board and the Bargaining Unit shall meet to review and make recommendations considering, but not limited to, the following issues:

- Communications
- Workload
- Calendars, timetables
- School closure/opening procedures
- Accommodations
- Technology
- Health and Safety

## **LETTER OF UNDERSTANDING Re: Joint Management Labour Environment Committee**

The Board and the Union are committed to investigating and implementing practical measures that address the impacts of climate change and reduce the Board's carbon footprint, that promote environmental sustainability, and that reduce the unnecessary consumption of resources. The Committee will determine its own guiding principles.

## **LETTER OF UNDERSTANDING Re: K-12 Schools/Sites**

As of September 2018, there were no OSSTF Toronto Teachers working in TDSB Junior High Schools. If the TDSB decides in the future to reopen Junior High Schools or establish K-12 schools or sites or any other school where ETT and OSSTF TTBU are combined, the provisions of the CA affecting TTBU members and all rights and responsibilities will be assigned to those members in respect to staffing, bargaining unit placement, or any related issues.

## **LETTER OF UNDERSTANDING Re: Accommodation & Return to Work**

The Toronto District School Board recognizes its obligations under the Ontario Human Rights Code to provide safe workplace accommodations occurring within a reasonable time period.

### **The Parties agree that:**

- It is the responsibility of the teacher to provide satisfactory medical documentation which clearly outlines restrictions and/or limitations. This responsibility includes clarifying insufficient medical documentation and providing updates as may be reasonably necessary to facilitate the teacher's return to the workplace or accommodation. The accommodation process may commence while additional information is being sought to the extent it is possible to do so.
- It is the responsibility of the Board to ensure that a teacher is returned to work safely and to assess an employee's request for accommodation up to the point of undue hardship.
- It is the responsibility of the Bargaining Unit to assist to the extent necessary to ensure that the accommodation is appropriate; and in consideration of the Collective Agreement.



- A reasonable offer of accommodation is one which meets a teacher's needs and is not a matter of preference.

**The Parties agree that the following process will be followed in accommodating and returning teachers to work:**

Where medical documentation supports a return to work or accommodation, the Board will communicate with the Teacher, to confirm a tentative date of return to work and/or to discuss next steps, including confirmation of restrictions and/or limitations and the potential need for accommodation. All communications regarding accommodation will be made within a reasonable time period. The Board will advise the Teacher of their right to be accompanied by union representation at meetings where a return to work or accommodation is being discussed.

Where there are medical restrictions in place, the Board will arrange with the Teacher, and where the Teacher elects, their Union representative a return to work meeting with the Principal, Teacher and Union, at the Teacher's worksite or another mutually agreed upon location to discuss the return to work and any request(s) for accommodation.

At the return to work meeting or meeting to discuss accommodation, the Board will undertake to develop a written plan in consultation with the employee and the Union, as applicable, which includes the following:

- Name of Member, Name of Worksite, Date of Meeting, Name of Principal
- Details of the accommodation based on restrictions and/or limitations.
- Who to contact for support with accommodation implementation at worksite
- When the accommodation will be reviewed, if required.
- Tentative timeline for implementation including, where reasonably available, the date by which each aspect of the accommodation will be implemented

The Teacher, Principal, and Board will each receive a copy of the written Accommodation Plan upon completion, and where necessary, will set a follow up meeting date.

In the event of a change of assignment or work location, upon the request of a Teacher, the Disability Case Administrator shall initiate a review of the accommodation plan.

Medical documentation submitted in support of a return to work or accommodation will be held in confidence by the Board.

**LETTER OF UNDERSTANDING Re: Staffing (For Inclusion in Secondary Staffing Binder)**

The 2022-2023 Secondary Staffing Binder will be amended to read:

**At the Board-wide Placement meetings in May, the list of Transfer applicants will be considered after surplus teachers.**

**LETTER OF UNDERSTANDING Re: Staffing (For Inclusion in Secondary Staffing Binder)**

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.

**LETTER OF INTENT Re: Update to TDSB TPA Manual**

Teacher Performance Appraisal Summative to be completed by the end of the first week in June.

## LOCAL APPENDIX A

### Allowances for Responsibility

#### Curriculum Leader

| <b>Effective Date</b> | <b>Amount</b> |
|-----------------------|---------------|
| August 31, 2019       | 5,303         |
| September 1, 2019     | 5,356         |
| September 1, 2020     | 5,410         |
| September 1, 2021     | 5,464         |

#### Asst. Curriculum Leader

| <b>Effective Date</b> | <b>Amount</b> |
|-----------------------|---------------|
| August 31, 2019       | 2,651         |
| September 1, 2019     | 2,678         |
| September 1, 2020     | 2,705         |
| September 1, 2021     | 2,732         |

#### Instructional/Program Leader

| <b>Effective Date</b> | <b>Amount</b> |
|-----------------------|---------------|
| August 31, 2019       | 5,980         |
| September 1, 2019     | 6,040         |
| September 1, 2020     | 6,100         |
| September 1, 2021     | 6,161         |

Note: The above rates include the negotiated general wage increases as follows:

| <u>Effective Date</u> | <u>% increase</u> |
|-----------------------|-------------------|
| September 1, 2014     | 1.0%              |
| September 1, 2015     | 1.0%              |
| September 1, 2016     | 1.0%              |

## **LOCAL APPENDIX B**

### **SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN**

The Teacher shall sign an agreement with the Board indicating that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the Teacher's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Board under this Agreement).

### **SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN: PREGNANCY LEAVE**

- 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) 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 STLDP.
- 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.

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;

### **(SEB) PLAN ADOPTION/PARENTAL LEAVE**

1. The object of this SEB Plan is to supplement the Employment Insurance (E.I.) benefits received by Teachers from Employment and Social Development Canada (ESDC) for temporary unemployment caused by Adoption or Parental Leave for the purposes of adoption.
2. Only Teachers as defined in accordance with L1.21 of the Agreement to which Appendix B is appended are covered by this Plan.
3. The other requirements for receipt of a SEB are:
  - (a) the Teacher must apply for and be in receipt of E.I. adoption or parental benefits from Human Resources Development Canada;
  - (b) an application for SEB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide proof that the Teacher is in receipt of E.I. benefits indicating the weekly amount to be paid by ESDC;
4. A Teacher must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.
5. A Teacher who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Teacher is serving the two-week waiting period. A SEB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of E.I. benefits.
6. A Teacher shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
7. The benefit levels paid under this Plan are set out in (8) and (9) below. It is understood that consistent with current employment insurance regulations:
  - (a) in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Teacher shall not exceed 95% of the Teacher's normal weekly earnings, and

(b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

8. For the two (2) week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by ESDC.

Note: Effective January 1, 2017, the two week waiting period will be reduced to one week. Accordingly, the employee's E.I. benefits during the first week following the new one week waiting period will be topped up to ensure the employee receives the same total net pay they would have received prior to the change.

9. For up to 15 weeks following the two (2) week period under 8. above the benefit level paid under this plan shall be \$75.00 per week providing the Teacher remains in receipt of E.I. Benefits as set out under 5. above.

## LOCAL APPENDIX C

### SAMPLE LETTER - REPLACEMENT TEACHER

Dear (name of Replacement Teacher):

This letter will confirm that you have agreed to accept our offer of employment as a Replacement Teacher for a fixed term pursuant to the terms and conditions of the collective agreement between the Board and the Bargaining Unit. You will be assigned to a full-time (part-time) classroom position at X school to replace the regular teacher, X, who is temporarily absent.

X is not expected to return to work before the \_\_\_\_ day of \_\_\_\_ 20\_\_. There is, of course, the possibility that X will return earlier than has been indicated, but we are advised that this possibility is unlikely. As a result, your period of employment as a Probationary Teacher is for the period \_\_\_\_ to \_\_\_\_ (referred to as the "Fixed Term") or such shorter period as may be necessary if X returns to work earlier than anticipated. This replacement teaching position, and your employment as a Probationary Teacher with the Board, will therefore terminate by mutual consent on the earlier of \_\_\_\_ day of \_\_\_\_ 20\_\_, or the date X returns to work. The Fixed Term may be extended in the event that the absent Teacher does not return as anticipated.

It is understood that should the Teacher whom you are replacing return to active employment prior to the mutually agreed termination date you shall be paid as per the Collective Agreement until the mutually agreed termination date stipulated in this letter or for five school days, whichever is less, and during such period you may be assigned other teaching duties.

Yours truly,

On behalf of the Board

I hereby accept the offer of employment as a Probationary Teacher set out above for the Fixed Term specified above and, in accepting, I hereby mutually agree with the Board to termination of this contract as specified above.

---

Signature of Replacement Teacher

## **LOCAL APPENDIX D**

### **Adult Day School Qualification Rating Statements**

The group placement of an ADS Teacher shall be determined by the Board based upon the Certification Rating Statement of OSSTF and/or QECO Statement of Evaluation. If an ADS Teacher has not submitted a Statement of Evaluation, they will be placed in Group 1 (A1) by default until such time that an Evaluation Statement is received.

### **Years of Experience**

The ADS Teacher's step in each Group shall be determined by the number of years of ADS Teaching Experience within the Board and/or predecessor Board credited to the ADS Teacher. Experience in a school year is defined as having taught in an Adult Day School during the school year. Credit is not granted for summer employment, related experience or other Continuing Education programs. Equivalent Teaching Experience shall not exceed 1.0 years for any period commencing September 1 and ending the following August 31.

### **Eligible Hours**

Any hours worked delivering summer school credit courses that begin after the end of the regular school year and evening credit courses for adult students that begin after 5:00 pm are not eligible to be paid on the ADS grid rate. Lunch hours are not to be paid.

The hours taught in the above noted programs are also not to be included in the calculation of teaching experience for ADS teachers' wage grid placement purposes.

### **Other Compensation/Benefits**

Similar to Regular Day School teachers, the hourly rate on the wage grid includes all elements of compensation that may currently be paid in addition to the wage, such as statutory holiday pay, vacation pay, or pay in lieu. These items are not to be added on top of hourly wage. However, statutory benefits, such as Employment Insurance (EI), Canadian Pension Plan (CPP), Employer Health Tax (EHT), etc. must be applied.



## NOTES