

**COLLECTIVE AGREEMENT**  
between  
**LIMESTONE DISTRICT SCHOOL BOARD**  
and  
**SECONDARY TEACHERS OF LIMESTONE  
DISTRICT 27**  
**(Including Occasional Teachers)**  
of the  
**ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION**

September 1, 2019 – August 31, 2022



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# Part A: Central Agreement

## C1 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

- b) 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.
- c) 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 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 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 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 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.
  - vii. 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 Certification Group/Category Rating Statement Provider

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

### C7 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:

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



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

#### C7.9 Payment in Lieu of Benefits

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

#### C7.10 WSIB Top-Up

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

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

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

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

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

## C8 Statutory Leaves of Absence/SEB

### C8.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care 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 they have applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

## C9 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 their 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 their 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 or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their 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.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10 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 Ministry/School Board Initiatives

- a) OSSTF/FEESO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.
- 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 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 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 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.



## 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.

## Functional Abilities Form

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.

<b>First Day of Absence:</b>	<b>General Nature of Illness</b> <i>(please do not include diagnosis):</i>
<b>Date of Assessment:</b>  <div style="text-align: center;">             dd          mm          yyyy         </div>	

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

**A: PHYSICAL (if applicable)**

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

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit  Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
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**B: COGNITIVE (please complete all that is applicable)**

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
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Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
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Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.)

Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:

**3. Health Care Professional to complete.**

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date:                      dd              mm              yyyy
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Is patient on an active treatment plan?:  Yes                       No

Has a referral to another Health Care Professional been made?  
 Yes (optional - please specify): \_\_\_\_\_  No

If a referral has been made, will you continue to be the patient's primary Health Care Provider?  Yes                       No

4: Recommended date of next appointment to review Abilities and/or Restrictions:                      dd              mm              yyyy
--

Completing Health Care Professional Name:  
(Please Print) \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Signature: \_\_\_\_\_

# LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

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.

This Letter of Understanding will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

## 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')

RE: Provincial Working Group – Health and Safety

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

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

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

## LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

## LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

## LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

# LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

# LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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



# LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

## LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

# LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

## LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

## 1.0.0 PRINCIPLES

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

## 2.0.0 GOVERNANCE

### 2.1.0 Board of Trustees

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

2.1.2 The appointed independent experts will:

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

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

2.1.4 All voting requires a simple majority to carry.

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

### 3.0.0 ELIGIBILITY and COVERAGE

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

3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

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

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

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

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

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

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

### 4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

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

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

- d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
  - 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
  - 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
  - 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
  - 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
    - a. If available, the paid premiums or contributions or claims costs of each group; or
    - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
  - 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

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

#### 4.2.0 On-Going Funding

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

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
  - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
  - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the



same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).

- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
  - i) there is an in-year deficit,
  - ii) that the deficit described in i) is not related to plan design changes,
  - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

## 5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

### 5.1.0 Shared Services

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

5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan (“OTIP”) for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date.

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

### 5.2.0 Board of Trustees’ Responsibilities

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

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

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

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

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

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;

- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

### 5.3.0 Accountability

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

### 6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. Pregnancy Leave Benefits

Common Central Provisions

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

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

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

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;

3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

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

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

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

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating

Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the School Boards Collective Bargaining Act, 2014.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

## Part B: Local Agreement

### Purpose

It is the intent of this agreement to promote and foster a continued harmonious and cooperative working relationship between the Board and the Federation wherein the goal is to work in partnership through open communication and creative, mutual problem solving to ensure the delivery of the highest quality educational programming to our students.

This agreement therefore represents the mutually acceptable working conditions as established between the Board and the Federation, which are reflective of the commitment to treat secondary Teachers in a fair, consistent and respectful manner.

### Article 1: Recognition and Scope

#### L1.1 Bargaining Agents

L1.1.1 The Board recognizes the OSSTF as the exclusive bargaining agent of all Teachers, including 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. The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members. Similarly, the Board will supply the Bargaining Unit with a list of its supervisory personnel.

#### L1.2 Definitions

L1.2.1 Federation means the Ontario Secondary School Teachers' Federation.

L1.2.2 Board shall mean the Limestone District School Board.

L1.2.3 Bargaining Unit shall mean the Teachers' Bargaining Unit.

L1.2.4 Teacher bears the same meaning as the Part X.1 Teacher as defined in the Education Act, as amended.

L1.2.5 Occasional Teacher bears the same meaning as that given to Occasional Teacher by the Education Act, as amended.

#### L1.3 Negotiating Committee

L1.3.1 The OSSTF recognizes the committee designated by the Board as the negotiating committee of the Board for purposes of this Agreement.



- L1.3.2 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L1.3.3 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L1.4 **OSSTF Representation**
- L1.4.1 The Board recognizes the right of the OSSTF to represent a Teacher or Occasional Teacher at a meeting where the member is to be disciplined or discharged.
- L1.4.2 The OSSTF recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L1.4.3 The Board shall consult the Federation before implementing any special initiatives that would involve Teachers working for the Board in addition to that described in this Collective Agreement. The rates and working conditions for this additional work shall be negotiated through the Joint Board/Federation Committee.
- L1.4.4 The Board will facilitate introduction of the Bargaining Unit to new Teachers, including Occasional Teachers, through new Teacher meetings, Bargaining Unit information packages, brochures or any other mutually agreed upon method of communication.
- L1.4.5 It is understood and agreed that, should any part of this Collective Agreement be found to be in conflict with the Education Act, as amended or the Regulations thereunder, terms of the Act shall prevail.
- L1.4.6 It is understood and agreed that all compelling aspects of Provincial Acts and Regulations pertaining to all educational programs offered by the Board, in addition to the Act specified in Article L1.4.5, shall apply.
- L1.4.7 It is understood and agreed that all attachments, including Memoranda, Letters of Understanding, and Appendices, form a part of this Agreement and may be the subject of grievance under Article L13.0 (Resolution of Disputes) for the life of this Collective Agreement.

## Article 2: Dues Deduction

- L2.1.1 The Board agrees to deduct from the salary of each Teacher the amount of regular Federation dues and any authorized local levy uniformly and regularly levied in respect of each Teacher in accordance with the bylaws of the Federation and to remit to Federation forthwith.
- L2.1.2 OSSTF dues deducted in accordance with Article L2.1.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario. Such remittances shall be accompanied by a list identifying the Teachers, the amounts deducted, SIN, salary for the period, annual salary, and shall indicate the period covered.
- L2.1.3 Local dues specified by the Bargaining Unit in accordance with Article L2.1.1, if any, shall be deducted and remitted to the District Treasurer of OSSTF, Limestone District 27.
- L2.1.4 Such remittances shall be accompanied by a list identifying the Teachers, the amounts deducted, SIN, salary for the period, annual salary, and shall indicate the period covered.
- L2.1.5 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

## Article 3: Duration of Agreement and Conditions of Amendment

- L3.1.1 This Agreement shall be in effect from 1 September 2019 and shall continue in force up to and including 31 August 2022, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act, as amended.
- L3.1.2 If either party gives notice of its desire to negotiate in accordance with Article L3.1.1, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act, as amended.
- L3.1.3 This Agreement shall supersede all prior such agreements. Except for error, inadvertence or omissions as mutually agreed, it shall form the basis for computing all salaries and other conditions defined herein.

L3.1.4 Amendments to the clauses defined herein shall be made only by written mutual consent of the parties concerned in this Agreement.

L3.1.5 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present Agreement that all terms and provisions of the present Agreement shall continue in force and effect until such time as it is superseded by a new Agreement.

#### Article 4: No Strike or Lock Out

L4.1.1 It is understood that there will be no strike or lockout during the term of this Agreement or of any extension of this Agreement. The term “strike” and “lockout” shall be defined in the Ontario Labour Relations Act and Education Act, as amended.

#### Article 5: Discrimination & Harassment in the Workplace

##### L5.1 Discrimination

L5.1.1 The Board and the Bargaining Unit shall not discriminate on the grounds of age, creed (religion), sex (including pregnancy and breast feeding), sexual orientation, gender identity, gender expression, family status (such as being in a parent-child relationship), marital status (including the status of being married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship), disability (including mental, physical, developmental or learning disabilities), race, ancestry, place of origin, ethnic origin, citizenship, colour, record of offences (criminal conviction for a provincial offense, or for an offense for which a pardon has been received), association of relationship with a person identified by one of the above grounds or perception that one of the above grounds applies, as defined by the Ontario Human Rights Code, as amended.

L5.1.2 There shall be no discrimination or harassment practiced by reason of a Teacher’s membership or activity in the Federation.

##### L5.2 Harassment

L5.2.1 The Board believes and is obligated to ensure that all Teachers are entitled to a healthy and safe environment free from harassment in the workplace.

L5.2.2 To this end, all Teachers have a right to freedom from harassment by, but not limited to, the following: The Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.

- L5.2.3 The Federation may request to review Administrative Procedure AP 405 and AP 406, no more than once every two years through the Joint Board-Federation Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure, the Federation shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation, and education. The Federation may request to make representation to appropriate Board personnel and/or Committees.
- L5.2.4 It is recognized that a broader consultative process will be undertaken, which will include the Federation.

## Article 6: Management Rights

- L6.1.1 In accordance with, and in addition to the powers granted and duties specified under the Education Act and related Statutes, it is the exclusive function of the Board, subject to the Acts and Regulations of the province of Ontario, to hire, direct, promote, demote, transfer, suspend, layoff, discipline and discharge any Teacher or Occasional Teacher. A claim for demotion, transfer, suspension for disciplinary reasons, or for discipline or discharge without just cause, or a claim for discriminatory promotion, may be the subject of a grievance and dealt with as herein provided.

## Article 7: New Teacher Induction Program

- L7.1.1 In accordance with X.O.1 “New Teacher Induction” and part X.2 “Teacher Performance Appraisal” of the Education Act, and in Ontario Regulation 99/02, as amended and Regulation 266/06, all new Teachers must successfully complete the New Teacher Induction Program.
- L7.1.2 The Board shall extend an invitation to the Federation to attend the first NTIP session each school year to meet with released NTIP Teachers to introduce themselves and highlight OSSTF resources.

## Article 8: Experienced Teacher Performance Appraisal Process

- L8.1.1 The following clauses apply to performance appraisals conducted for experienced Teachers under Ontario Regulation 99/02, Teacher Performance Appraisal and Ontario Regulation 98/02, Teacher Learning Plans, as amended.
- L8.1.2 The Board will consult with the Federation in the development of, and prior to making modifications to, the Board’s procedures regarding Teacher Performance

Appraisals. A Teacher Performance Appraisal shall be conducted in accordance with Board policy.

- L8.1.3 The Board – Federation Committee will meet to discuss issues arising from the implementation of the Teacher Performance Appraisal.
- L8.1.4 Unless requested by the Teacher, the Board shall not include in the Teacher’s Teacher Performance Appraisal any classes in which the Teacher is teaching on mutual consent.
- L8.1.5 A Teacher shall be given at least three (3) school days’ notice before a classroom observation is undertaken for the purposes of conducting a performance appraisal.
- L8.1.6 The Board will notify the Federation within ten (10) school days when a Teacher receives an unsatisfactory rating.
- L8.1.7 Following an unsatisfactory performance appraisal rating, a Teacher shall be allowed a minimum of eight school weeks to improve before the next performance appraisal procedure begins. It is agreed and understood that the eight school weeks may extend into a subsequent school year where there are not eight school weeks remaining in the school year in which the unsatisfactory rating was received.
- L8.1.8 Teachers, including those holding positions of added responsibility, shall not perform any aspect of the performance appraisal.
- L8.1.9 The Federation has the right to file a grievance with respect to the performance appraisal report of a Teacher which may lead to termination up to the last day of the school year in which the performance appraisal cycle is completed.

## Article 9: Discipline & Disciplinary Meetings

- L9.1.1 A Teacher or Occasional Teacher is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless the Teacher or Occasional Teacher is a danger to themselves or others. The Teacher or Occasional Teacher, at their option, may be accompanied by a Federation representative. The Principal or Supervisory Officer shall inform the Teacher/Occasional Teacher of the right to OSSTF representation. Management shall advise both the Teacher/Occasional Teacher and Federation representative in advance of the time and place of the meeting.
- L9.1.2 If such meetings are held during a scheduled working day for the Teacher/Occasional Teacher and/or the Federation representative, the

Teacher/Occasional Teacher and/or the Federation representative shall not suffer loss of earnings.

- L9.1.3 A Teacher or Occasional Teacher shall be notified in writing of the grounds for discipline or discharge. The Federation shall be sent a copy of this notification as soon as is practical.
- L9.1.4 In the event that a report is made by the Board to the Ontario College of Teachers, the Teacher or Occasional Teacher and the Federation shall be advised within a reasonable timeframe.

## Article 10: Personnel Files

- L10.1.1 The only recognized personnel file of a Teacher shall be maintained at the Board Office and shall be available and open to the Teacher for inspection in the presence of the Superintendent of Human Resources or designate. Arrangements to access the file shall be made with the Superintendent of Human Resources or designate at a mutually agreeable time.
- L10.1.2 Teachers' personnel files shall be stored in a secure location within Human Resources in a completely confidential manner. Human Resources staff who have access to personnel files have signed an oath of confidentiality and are governed by and adhere to the Municipal Freedom of Information and Access to Privacy Act.
- L10.1.3 Upon written request to the Superintendent of Human Resources or designate, a Teacher shall be given an opportunity to review their personnel file at a mutually agreeable time in the presence of the Superintendent of Human Resources or designate, at the Board office.
- L10.1.4 A Teacher shall be entitled upon request to copies of any materials contained in the Teacher's personnel file.
- L10.1.5 Any letter of counsel, letter of reprimand, suspension or other sanction, or any notes related to such, shall be removed from the personnel file, at the written request of the Teacher to the Superintendent of Human Resources, or designate, two years following the receipt of such a letter of counsel, letter of reprimand, suspension or other sanction provided that the Teacher's record/file has been clear of any disciplinary letter for the past two years. Any such letter of counsel, letter of reprimand suspension or other sanction so removed cannot be used in any subsequent proceedings.
- L10.1.6 The aforementioned two-year sunset clause shall not apply in circumstances wherein a Teacher has received discipline with respect to an issue that may have led

to a complaint under the Child & Family Services Act or discipline related to physical, emotional or psychological harm to students or other employees of the Board. Such disciplinary record(s) shall remain on the Teacher's personnel file.

- L10.1.7 Notwithstanding the aforementioned, a Teacher may apply to the Superintendent of Human Resources, or designate, in writing to request the removal of such record(s) after two years have elapsed.

## Article 11: Criminal Records Check

- L11.1.1 The Federation may grieve any disciplinary action taken against a Teacher based on or related to the information that the Teacher is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.
- L11.1.2 The Board shall ensure that all records and information (including annual offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure location and in a confidential manner. Access to such records and information shall be strictly limited to the Teacher, the Superintendent of Human Resources and a limited number of confidential personnel designated by the Superintendent. The designates shall not be members of the Bargaining Unit.

## Article 12: Board-Federation Committee

### L12.1 Permanent Board-Federation Committee

- L12.1.1 There shall be a permanent Board-Federation Committee which shall be made up of equal representation by the Board and the Federation and include at least one member from each of the negotiating teams, normally comprised of:
- The President or designate of the Bargaining Unit;
  - The Chief Negotiator or designate of the Bargaining Unit;
  - The District President or designate of the Bargaining Unit;
  - The Board's Superintendent of Human Resources or designate;
  - The Human Resources Consultant (Secondary) or the Board's representative responsible for secondary staffing; and,
  - The Senior Human Resources Lead or equivalent.
- L12.1.2 The Committee shall be responsible for reviewing such matters as are referred to it by the Board or the Federation, including the interpretation and application of the Collective Agreement and shall make such recommendations to the Board and the Federation as it deems appropriate.

- L12.1.3 Prior to implementation, any change to the system or school timetabling structures shall be reviewed through the Board-Federation Committee. (Cross reference L14.1.7)
- L12.1.4 A review of the staffing procedures shall be conducted each year by the Permanent Board-Federation Committee. The Permanent Board-Federation Committee will report to both the Board and the Federation by 15 December each year. (Cross reference L15.1.16)
- L12.1.5 Any new fully assigned Focus Programs will be reviewed by both the Board and the Federation prior to implementation. (Cross reference L14.4.2)
- L12.1.6 A review of the Article with respect to Positions of Added Responsibility shall be conducted by the Permanent Board-Federation Committee upon request by either the Board or the Federation. (Cross reference L16.2.2)
- L12.1.7 The Committee shall normally report to the Board and the Federation within three months of having received a referral.
- L12.1.8 None of the recommendations for changes to the Collective Agreement shall come into force until agreed to by both the Board and the Federation.

## L12.2 [Joint Secondary Staffing Committee](#)

- L12.2.1 A Joint Secondary Staffing Committee shall be established and maintained from year to year to review the staffing requirements of the secondary system and to review the allocation of sections (for example, classroom sections, ESL sections, Special Education sections, Library sections, Guidance sections, Focus Programs sections, International Program sections, Student Success sections, Adult/Alternative Education Centre sections, and PAR allocations) to each secondary school. The Committee will recognize the unique program requirements of the North Addington Education Centre and Granite Ridge Education Centre.
- L12.2.2 The Committee shall be comprised of representation from the Board and the Bargaining Unit:
- The President or designate of the Bargaining Unit;
  - The Chief Negotiator or designate of the Bargaining Unit;
  - The District President or designate of the Bargaining Unit;
  - The Board's Superintendent of Human Resources or designate;
  - The Human Resources Consultant (Secondary) or the Board's representative responsible for secondary staffing; and,
  - A secondary school principal.



- L12.2.3 The Joint Secondary Staffing Committee shall meet prior to the presentation of the Staffing Chart to the District Staffing Committee.
- L12.2.4 The Committee shall review the application of surplus and redundancy procedures and ensure that procedures are properly followed.
- L12.2.5 This Committee meeting will normally take place as soon as possible after the Grants for Student Needs (GSNs) are released, but not later than 15 April of each year, understanding that this date is dependent on the release and availability of Ministry data and projected enrolment data.
- L12.2.6 It is agreed that the Joint Secondary Staffing Committee will meet in October, November, March, and April to monitor and address issues related to class size. Additional meetings may be called as required.

### L12.3 School Based Work Teams

- L12.3.1 A School Based Work Team shall be established and maintained from year to year in each secondary school.
- L12.3.2 A School Based Work Team shall be comprised of the following school personnel:
- The OSSTF Branch President or designate from the Branch Executive or in the event that no Branch Representatives are available, the Federation shall assign a designate(s);
  - A school representative who is a member of the CBC Committee; and,
  - Two (2) representatives of the Board.
- L12.3.3 Following a review by the Joint Secondary Staffing Committee and the District Staffing Committee, the Work Team will review the number of sections allocated to the school, including classroom sections, Adult/Alternative Centre sections, ESL sections, Special Education sections, Library sections, Guidance sections, Focus Program(s) sections, International Program sections, Student Success sections, and PAR allocations.
- L12.3.4 The School Based Work Team will provide feedback to the Joint Secondary Staffing Committee on the matters reviewed in L12.3.3.
- L12.3.5 The School Based Work Team shall meet as required and shall report on its activities to the full school staff in a timely fashion.
- L12.3.6 School Based Work Team members will respect the confidentiality of personal information and the staffing process.

- L12.3.7 It is the duty of the Principal to organize the school, timetable the school, and assign classes and subjects to Teachers. Following consultation with the School Based Work Team, the Principal shall make their recommendation to the appropriate Supervisory Officer and the Board.
- L12.3.8 The Principal may consult with the School Based Work Team on other matters related to staffing and school organization.
- L12.3.9 The School Based Work Team will review the method of staffing the school, including surplus and redundancy declarations, Focus Program(s), mutual consent, class size, International Programs and on-call and supervision schedules in accordance with the provisions in this Collective Agreement.

## Article 13: Resolution of Disputes

### L13.1 Definitions

L13.1.1 The following definitions shall apply to this Article:

- a) A “grievance” shall be defined as a complaint arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.
- b) A “party” shall be defined as:
  - i) The Teachers’ Bargaining Unit (Teachers and Occasional Teachers); or
  - ii) The Board.
- c) In this Article days shall mean school days unless otherwise indicated.

### L13.2 Right to Representation

L13.2.1 A Teacher shall have the right to have present a representative from the OSSTF at each stage of the grievance-arbitration procedure.

### L13.3 Complaint Stage

L13.3.1 If a Teacher is unable to resolve a complaint by informal discussion with the Teacher’s Principal or supervisor, then the Teacher, with the concurrence of the Teacher’s Bargaining Unit Executive or recognized representative, may initiate a complaint within twenty-five (25) days of the day the cause of the complaint becomes known, or reasonably ought to have been known, with the appropriate Principal or supervisor who shall answer the complaint within five (5) days of the receipt of the complaint.

#### L13.4 Grievance Procedure - Individual

L13.4.1 In the case of a grievance by the Bargaining Unit on behalf of a Teacher, the following steps may be taken in sequence where informal attempts to resolve the matter with the Principal or supervisor have failed.

##### Step 1

L13.4.2 If the reply of the Principal or supervisor at the complaint stage is not acceptable to the Bargaining Unit within twenty (20) days, the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources Services or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) A description of how the alleged dispute is in violation of the Collective Agreement;
- b) A statement of the facts to support the grievance, including the Article(s) claimed to have been violated;
- c) The remedy sought; and,
- d) The signature of the duly authorized official of the Bargaining Unit.

##### Step 2

L13.3.3 If the reply of the Superintendent of Human Resources Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days of receipt of the reply to the Director of Education or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

##### Step 3

L13.4.4 If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of receipt of the reply.

#### L13.5 Grievance Procedure - Party

L13.5.1 In the case of all other grievances by a party, (including those on behalf of a group of Teachers, an individual Teacher where other Teachers are affected, a retired Teacher, or a deceased Teacher), the party making the grievance may take the following steps in sequence to resolve the matter.

### Step 1

L13.5.2 The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be, who shall answer the grievance within five (5) days of receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) A description of how the alleged dispute is in violation of the Collective Agreement;
- b) A statement of the facts to support the grievance, including the Article(s) claimed to have been violated;
- c) The remedy sought; and,
- d) The signature of the duly authorized official of the Party.

### Step 2

L13.5.3 If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the party making the grievance, the party then may apply for arbitration within twenty (20) days of receipt of the reply.

L13.5.4 No party grievance may be initiated and processed to arbitration which would be out of time if initiated by an individual Teacher.

## L13.6 Grievance Mediation

L13.6.1 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

L13.6.2 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

## L13.7 Arbitration

L13.7.1 The parties agree to use a Single Arbitrator. The selection of any specific Arbitrator shall be by mutual agreement with the understanding that the person would be available within sixty (60) days of request in order to establish a hearing date.

L13.7.2 Notwithstanding the above, upon the request of either party, the parties may engage a Board of Arbitration. The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

L13.7.3 The Arbitration Board or the Single Arbitrator, as the case may be, shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

#### L13.8 Cost of Arbitration

L13.8.1 The fees for a single Arbitrator, or the Chair of an Arbitration Board, shall be shared equally by the parties. Each of the parties shall bear the expenses of its own appointee to the arbitration board.

#### L13.9 General Provisions

L13.9.1 All time limits fixed herein for the grievance procedures may be extended only upon the written consent of both parties.

L13.9.2 There shall be no reprisals of any kind taken against any Teacher because of participation in the grievance or arbitration procedure under this agreement.

L13.9.3 Should the investigation or processing of a grievance require that an involved Teacher or Bargaining Unit representative be released from regular duties, the Teacher shall be released without loss of salary or benefits.

L13.9.4 Each party will notify the other party of the receipt of a written reply and its intention of further correspondence within the timelines required herein.

L13.9.5 If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to proceed to the next following step in the grievance-arbitration procedure, or, if the Teachers' Bargaining Unit Executive or the Board, as the case

may be, exceeds the time allowed to act, the grievance shall be deemed to have been abandoned.

This clause does not supersede the powers of the Arbitrator under Section 48(16) of the Ontario Labour Relations Act, as amended.

## Article 14: School Organization

### L14.1 General Provisions

- L14.1.1 The length of the school year shall be the minimum number of days that are required in the Education Act, as amended.
- L14.1.2 The Teacher shall not be required to work any days preceding the official start of the school year for students, unless the school year calendar must include a day preceding the official start of the school year for students in order to comply with the minimum number of days under the Act in a year when there are not 194 days between Labour Day and 30 June.
- L14.1.3 A Teacher who agrees with a request from the Board to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled with the mutual agreement of the Teacher and the Principal during the course of the school year. The duties of the Teacher who is taking compensating days shall not be assigned to another member of the Bargaining Unit.
- L14.1.4 The school year for Teachers seconded from regular teaching duties such as consultants is deemed to be the same as for regular classroom teachers. Should there be a requirement for the consultant to work outside of this schedule, the Board shall inform the Federation.
- L14.1.5 The elapsed time from the beginning of a Teacher's assigned time to the end of a Teacher's assigned time on any school day shall not exceed 7.5 hours.
- L14.1.6 No period shall exceed seventy-five (75) minutes in length. No Teacher shall be assigned more than three (3) seventy-five (75) minute periods without a break.
- L14.1.7 Prior to implementation, any change to the system or school timetabling structures shall be reviewed through the Board-Federation Committee.
- L14.1.8 A Teacher shall not be assigned duties during the instructional day in addition to those described in this Article. Unassigned time during the instructional day shall be available to the Teacher for professional duties.

- L14.1.9 Each Teacher shall have an uninterrupted period of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, for lunch, between the end of the period ending closest to 11:00 a.m. and the start of the period beginning closest to 1:30 p.m.
- L14.1.10 Extra-curricular activities are voluntary and the Board agrees not to assign such activities to any Bargaining Unit Member.
- L14.1.11 Participation in a Professional Learning Community (PLC) shall be voluntary.
- L14.1.12 No Teacher shall be assigned administrative duties normally performed by management except as provided for in Article L36.
- L14.1.13 A Teacher scheduled to teach in two schools during one semester will have a scheduled lunch period as set out in Article L14.1.9 above and sufficient travel time for transit between schools.
- L14.1.14 The Board shall not involve any Teacher, by practice or by policy, in the performance appraisal or evaluation of any member of OSSTF.

**L14.2 Teacher Assignment, Supervision and Replacement**

L14.2.1 Each full-time Teacher will be assigned 6 periods out of 8 periods. Each full-time Teacher may also be assigned up to the following maxima for on-calls/supervisions, student mentoring, and/or Teacher mentoring based on seventy-five (75) minute periods or equivalent as outlined below:

FTE Status	Maximum Half Periods Of On-Calls & Supervisions	Maximum Half Periods of Student and Teacher Mentoring	Total Half Periods Per Year
0.167	5	1	6
0.333	11	5	16
0.5	16	7	23
0.667	21	9	30
0.833	27	12	39
1	32	14	46

L14.2.2 For Guidance Teachers, Lead Student Success Teachers, Teacher-Librarians, School to Community Teachers, Safe School Teachers, Special Education Resource Teachers, Co-operative Education Teachers, and Teachers of Adult Education and Alternative Education Credit Programs, On-calls/Supervisions may be replaced with Student and/or Teacher Mentoring, and be assigned back to their area.

- L14.2.3 All on-call/supervision and mentorship duties shall be prorated in accordance with the ratio that the Teacher's entitlement bears to that of a full-time Teacher as outlined in L14.2.1.
- L14.2.4 All on-calls/supervisions and mentoring shall be equitably assigned and performed inside the instructional day. Any scheduling of on-calls/supervisions and mentoring performed outside of the instructional day shall be with the consent of the Teacher affected, the Principal, the Board and the Bargaining Unit.
- L14.2.5 On-calls/supervisions and mentorship assignments will be for no more than thirty-seven (37) minutes or equivalent.
- L14.2.6 Occasional Teachers shall be hired to replace Teachers who are absent for more than two (2) periods.
- L14.2.7 On-call coverage shall be limited to:
- i) Coverage for Teachers for an absence from the school of two (2) periods or less;
  - ii) Coverage for Teachers absent due to an emergency where no partially timetabled Occasional Teacher is already available in the school and willing to be hired for the required period(s); and,
  - iii) Coverage in a situation in which the use of an Occasional Teacher is warranted under the provisions of the Agreement, but no Occasional Teacher is available on that date provided an effort is made to hire an Occasional Teacher.
- L14.2.8 The Teacher's availability for on-calls shall be scheduled. A Teacher will not be assigned more than one (1) on-call in a day or two (2) in one week, nor will the Teacher be assigned an on-call on a day when the Teacher is assigned a supervision.
- L14.2.9 On-calls, supervisions and mentorship assignments shall be reviewed by the School Based Work Team by 30 September for Semester 1 and 28 February for Semester 2. If these timelines are not achieved then the schedules will be referred to the Joint Secondary Staffing Committee.
- L14.2.10 Providing that student safety is maintained, any supervision assigned to Teachers shall be minimal and equitably assigned.
- L14.2.11 The length of a supervision shall not exceed one half (1/2) period.
- L14.2.12 Teachers of such courses listed in Article L19.1.8 and other credit and non-credit bearing educational services or school-based initiatives (i.e. attendance, behaviour



(Transitions), special education, and third party contract) shall be assigned to their area for the full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 15 minute break in the morning and a 15 minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.

L14.2.13 Schools running the five period day incorporating the Multi-Subject Instructional Period (MSIP) will organize such that agreed upon provisions for Teacher workload are not exceeded. The parties further agree that the details will be reviewed annually by the Joint Secondary Staffing Committee.

L14.3 School to Community Programs

L14.3.1 Full-time School to Community Teachers will be assigned to their areas for the full school day.

L14.3.2 Notwithstanding L14.3.1, preparation time for School to Community Teachers will be provided through School to Community planning time staff/itinerant Teachers and will be assigned through Educational Services. Given the unique nature of the School to Community Program, each School to Community Teacher will be assigned scheduled preparation time per week, prorated for part-time Teachers, as per the following:

Year	Minutes of Preparation Time per Week	Ministry Assigned Preparation Days (5 days per semester, calculated per week)	Total
2008-2009	200	58	258
2009-2010	210	58	268
2010-2011	220	58	278
2011-2012	230	58	288
Aug 31, 2012	284	58	342

L14.4 Focus Programs

L14.4.1 With the agreement of the Teacher affected, the Principal, the Board and the Bargaining Unit, a full-time Teacher of a Focus Program or other specialized four-credit packaged programs shall be assigned to their area for the full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 15-minute break in the morning and a 15-minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.

L14.4.2 Any new Fully Assigned Focus programs will be reviewed by both the Board and the Federation prior to implementation.

L14.4.3 Teachers of Focus Programs shall notify the principal of the Focus Program Home School by 15 January of their intention to continue/not continue in that position for the following school year.

L14.4.4 Only those positions for which the incumbent Teacher has indicated their intention not to continue in the position and new programs shall be advertised.

#### L14.5 School-Based Work Team Responsibilities

L14.5.1 At the beginning of each semester, the Joint Secondary Staffing Committee shall monitor class sizes and the distribution of workload in each semester and shall review individual Teacher workload. Anomalies in a Teacher's workload shall be referred back to the School Based Work Team, with recommendations for resolution.

L14.5.2 Teachers shall have the opportunity to identify their preferred assignment for the next school year. Teacher preference forms shall be submitted to the Principal by 28 February of each year. The Principal shall provide a copy of these forms to the School Based Work Team and they will use Teacher preferences to make recommendations to the Principal for timetabling.

L14.5.3 Concerns including those regarding the equity of teaching assignments will be reviewed by the School Based Work Team. Unresolved concerns shall be referred to the Joint Secondary School Staffing Committee.

## Article 15: Teacher Workload

### L15.1 Class Size Maxima

L15.1.1 In order to provide a positive learning environment, the Board and the Federation agree to the following maximum class sizes:

Category	Grades 9 & 10	Grades 11 & 12
Locally Developed/Essential/Literacy/Learning Strategies	14	14
Workplace Courses	-	20
Applied Courses	22	-
Open Level Courses (Not Listed Above) & Computer - Based Tech	26	27
Academic Courses	28	-
College Destination	-	27
University/College Courses	-	30
University Destination (English, Science, Computer-Based Courses, Languages)	-	28
University Destination Other than Above	-	32
International Baccalaureate Programs/Enriched (Challenge/Pre-International Baccalaureate)	32	32
Technology Courses (Not Computer-Based)	20	20
Integrated Technology (Only when a shop is not available)	24	-
Family Studies (Culinary Based)	20	22
Art & Drama	26	28
Music	28	28
Physical & Health Education	28	28
Peer Tutoring	-	32
Coop (Numbers shown here represent students, not credits)	-	21
ESL (Levels A, B, C and D)	14	14
ESL (Level E)	22	22
ESL – Sheltered (Careers, Civics, Business Computers, Keyboarding, Geography/History)	22	22
ESL – Sheltered Classes (Science)	20	20
E-learning Classes (Central Agreement Letter #3)	35	35

Note: The class size flex factors do not apply to E-learning. The class cap is 35.

- L15.1.2 The class size of a multi-level or multi-grade class shall be the lowest class size.
- L15.1.3 If a class can be classified in more than one category, the course description and outline shall be reviewed by the Joint Secondary Staffing Committee for final determination.
- L15.1.4 The sum of an individual Teacher’s combined class sizes (sum of the Maxima in the chart) may only be exceeded by a total of four (4) students per semester and not more than two (2) students per class.
- L15.1.5 Notwithstanding L15.1.4, the following applies (Central Agreement Letter #3):

- a) Further, for 10% of classes in the school board, they may be exceeded by up to 2 students.
- b) With respect to an individual Teacher's combined class sizes, (Pupil-Teacher-Contacts (PTC) or equivalent) any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) With respect to an individual Teacher's combined class sizes, (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.

- L15.1.6 It is agreed that the Joint Secondary Staffing Committee will meet in October, November, March, and April to monitor and address issues related to class size. Additional meetings may be called as required.
- L15.1.7 Any additional sections generated by enrolment shall be allocated to schools by the Joint Secondary Staffing Committee. The Committee will use the sections to address the following issues:
  - a) Class sizes
  - b) School program
  - c) Staffing needs (e.g. Resolution of splits, administrative transfers).
- L15.1.8 The count dates for class sizes shall be 25 school days after the start of each semester. These numbers will be reported to the Joint Secondary Staffing committee, and the committee shall make any necessary adjustments or determine any necessary exceptions by 31 October and 31 March of each school year.
- L15.1.9 Teacher Utilization Reports will be provided to Human Resources, the School Based Work Team, and the Federation to be reviewed by the Joint Secondary Staffing Committee after the count dates each semester. The Committee shall make any necessary adjustments or determine any necessary exceptions.
- L15.1.10 The sections generated by the Ministry of Education "Student Success" initiatives shall be allocated to schools by the Joint Secondary Staffing Committee in compliance with the Ministry of Education requirements and guidelines. The

Committee will use these sections to support school-based student success initiatives as further described in the attached Letter of Understanding entitled “Student Success Initiatives”.

- L15.1.11 The secondary programming enhancement sections provided for through the Provincial Discussion Table Agreement, less 1.0 FTE Teachers in 2012-2013 and thereafter that have been allocated for school to community Teacher preparation time, will be allocated above the Board-wide average aggregate, as per Article L19.1.4.
- L15.1.12 Notwithstanding the class size maxima, it is understood that some flexibility may be required at North Addington Education Centre and Granite Ridge Education Centre in regard to class size due to the unique program requirements of these schools. These exceptions regarding class size shall be approved by the School Based Work Team and the Joint Secondary Staffing Committee by the dates set out in L15.1.6.
- L15.1.13 Notwithstanding the parameters set out in Article L19.1.4, additional sections may be added to achieve the class size maxima and provide quality programming for students.
- L15.1.14 Each school shall be assigned a minimum of one (1) F.T.E. Learning Program Support Teachers/Special Education Resource Teachers. Additional Learning Program Support Teachers/Special Education Resource Teachers will be distributed proportionately taking into account student needs and school programs based on the Funding Model allocation.
- L15.1.15 Subject to changes required by the Education Act, as amended, there will be no change in Board practices with respect to class size and Teacher workload unless negotiated.
- L15.1.16 A review of the staffing procedures shall be conducted each year by the Permanent Board/Federation Committee. The Permanent Board/Federation Committee will report to both the Board and the Federation by 15 December each year.

## Article 16: Positions of Added Responsibility

### L16.1 Allocation of Positions of Added Responsibility

- L16.1.1 The allocation of the number of Positions of Added Responsibility (PAR) and allowances to secondary schools shall be the responsibility of the Joint Secondary Staffing Committee. The Committee shall use the funding formula to determine the number of PAR using the Board-approved projected average daily enrolment (ADE)

for students under twenty-one years of age and for students twenty-one years of age and over.

L16.1.2 The distribution to schools shall normally be completed by 7 February for the following school year using the 31 October enrolment of the current school year rounded to the nearest hundred which includes all students enrolled at the school.

L16.1.3 Should the Board wish to eliminate a special position with the Board held by a Teacher, (e.g. Consultant or Project Leader), that extends beyond one year, the Board agrees to provide the Federation notice of the date at which the position will be eliminated by 1 April for Semester I and by 15 November for Semester II.

## L16.2 Annual School Organization Review

L16.2.1 The recommendations for the school organization shall be prepared annually for the forthcoming school year. In consultation with the School Based Work Team, current PAR committee, and teaching staff, each secondary school Principal shall develop a PAR structure to meet the school's supervisory, leadership and pedagogical needs given the limitations of the funding formula. This PAR structure shall reflect the following:

- a) Every organizational unit (except Adult Education and Alternative Education Credit Programs and Student Services) will be subject or program based.
- b) Each PAR position shall be filled by one person.
- c) Safety, program and curriculum concerns will be reviewed in an effort to balance workload for PAR positions.
- d) The PAR proposal for the school must be endorsed by the School Based Work Team and passed by motion of the Teaching Staff by 28 February or at the first staff meeting in March for implementation the following school year.
- e) Prior to final staff decisions, continuance of the current organizational pattern or any proposed modification and restructuring by school staffs for the forthcoming school year must be brought to both the Superintendent of Human Resources and the Teachers' Bargaining Unit Executive for advice and recommendations by 31 March. Such proposals shall show the number of sections and Teachers for each position of added responsibility, and the subjects that may be combined under a leadership position.
- f) Proposals will be sent to the Joint Secondary Staffing Committee by 1 April for final review and recommendation.

- g) The final approved PAR proposal shall be forwarded to the appropriate Superintendent for approval and implementation.
- h) The annual review of a proposed school organization may produce recommendations for specific changes in the status of individuals currently in positions of added responsibility. Such changes shall conform to the normal staffing procedures of the Limestone District School Board.
- i) When a position of added responsibility is to be reduced or eliminated, the incumbent shall be notified prior to 15 April. Normally, the effective date for such a change in status shall be 31 August and the conditions of the Collective Agreement in force shall apply.
- j) When a new position is to be introduced or a position is vacated, the new or vacant position shall be identified in the proposal submitted and shall be advertised throughout the system.
- k) A person appointed as department head of a subject organizational unit shall hold specialist or honour specialist qualifications in one or more of the subjects taught in the organizational unit for which the Teacher is appointed.
- l) A person appointed as department head to a non-subject organizational unit shall hold specialist or honour specialist qualifications in respect of the organizational unit for which the Teacher is appointed.
- m) If no appropriate candidates with specialist qualifications in the subject area apply for a position of department head then a person not holding a specialist qualification in the subject area may be appointed on an interim basis for not more than one school year.

L16.2.2 A review of the Article with respect to Positions of Added Responsibility shall be conducted by the Permanent Board-Federation Committee upon request by either the Board or the Federation in accordance with Article L12.

## Article 17: Entitlement

### L17.1 Entitlement and Increases to Entitlement

L17.1.1 A Teacher's entitlement with the Board is that fraction of full-time employment that is due to a permanent Teacher as verified by the Principal's Recommendation Form(s). If the entitlement is less than full-time, an increase in this entitlement can be gained as provided for in Article L17.1.5 and L17.1.6.

L17.1.2 A Teacher who does not receive their full entitlement during any one staffing round, will be given the opportunity to apply for part-time leave under Article L29, while

retaining the option of returning to their previous entitlement whenever the opportunity presents itself.

- L17.1.3 The entitlement for a Teacher who teaches a focus program at a school (host school) other than their home school shall remain with the home school. Should the Teacher teach that focus program for more than two consecutive years at the host school, then the entitlement equal to the number of sections taught with the focus program shall be transferred to the host school in the subsequent staffing round. The number of sections transferred shall be the minimum number of sections taught each year.
- L17.1.4 Teachers who have their full teaching assignment in the first semester in any one year will be considered as part of the staffing complement of their school(s) when staffing for the following year is carried out.
- L17.1.5 A Teacher with at least a three (3) credit section entitlement shall be permitted to increase their entitlement to full time, according to certification and seniority, before any new Teachers from outside the system are hired. Consideration will also be given to other qualified part-time Teachers who wish to increase their entitlement before any new Teachers are hired.
- L17.1.6 Notwithstanding Article L17.1.5, all vacancies shall be advertised in accordance with Article L19, and be open to all secondary Teachers within the system. Teachers wishing to exercise their rights under Article L17.1.5 must apply for the advertised position, and indicate in their application their current entitlement with the Board. Applicants will compete for the position(s).
- L17.1.7 Applications from Occasional Teachers in response to internally advertised positions shall be considered for permanent positions that become available within the board prior to external advertising.

## L17.2 [Part-time Teachers](#)

- L17.2.1 All Teachers on part-time employment with the Board will accrue seniority at the full-time rate during the period of their part-time employment.
- L17.2.2 A part-time Teacher whose workload in the two semesters is not equal, shall be paid in the same ratio as the ratios worked in each semester, except as provided for in Article L17.2.3 below.
- L17.2.3 A Teacher who chooses to teach part-time for a school year, shall have the option, if exercised prior to 1 August for the upcoming school year, of having their salary paid



according to their teaching assignment each semester, or divided equally between the two semesters.

- L17.2.4 Except as otherwise provided in this Collective Agreement, the grid salary, allowances over and above grid salary and any other entitlements shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment.

Workload proration shall be in accordance with Article L14.

- L17.2.5 For a part-time Teacher, salary (including appropriate allowances), sick leave and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment. The minimum entitlement of a part-time Teacher shall be 1 (one) section out of a maximum of 6 (six) sections.

## Article 18: Seniority

### L18.1 Seniority List

- L18.1.1 The draft Seniority List shall be in schools as early as possible, but no later than 15 March. Copies of both the draft and final Seniority Lists shall be sent to the Principals, the District President and the Branch Presidents.
- L18.1.2 A Secondary Seniority List for staffing, prepared by the Board by 15 April, and approved by the Federation, shall be used to identify which Teachers are surplus to their schools and/or redundant to the system, should such identification be necessary. The Federation shall indemnify and save the Board harmless from any claims related to the preparation and maintenance of the Secondary Seniority List.
- L18.1.3 The Seniority List will be established for Teachers employed by the Board. This list will record the school, Teacher, the Teacher's seniority and the Teacher's qualifications. Qualifications shall be in accordance with the Education Act, as amended and regulations made thereunder, and the Ontario College of Teachers' Act, as amended and regulations made thereunder.

### L18.2 Determination of Seniority

- L18.2.1 Seniority shall be determined by the placement on the appropriate OSSTF District Seniority List as of 31 December, 1997 which will be deemed the length of continuous service. Seniority will be determined by the length of continuous service with the Limestone District School Board and the Frontenac County Board of Education, or the Limestone District School Board and the Lennox and Addington County Board of Education, calculated from the month the Teacher starts their

duties and shall be expressed to the nearest tenth whether the Teacher is teaching a ten-month or eleven-month school year. Although a Teacher may teach a ten-month or eleven-month school year the maximum seniority that can be accrued per year is one (1) year.

L18.2.2 Should a tie in rank ordering occur based on L18.2.1, the following criteria shall be used in sequence to break the tie: Total years of secondary teaching experience with the Board of Employment on 31 December, 1997 (i.e. either the Frontenac County Board of Education or the Lennox and Addington County Board of Education) and secondary teaching experience with the Limestone District School Board;

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Total years of teaching experience with the Board of Employment on 31 December, 1997 (i.e. either the Frontenac County Board of Education or the Lennox and Addington County Board of Education) and teaching experience with the Limestone District School Board;

THEN

Total years of secondary teaching experience in Ontario;

THEN

Total years of teaching experience in Ontario;

THEN

Total years of teaching experience in Canada;

THEN

Total years international teaching experience in a recognized and accredited secondary school, an elementary school, a college or a university or in any other equivalent educational system

THEN

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L18.2.3 It is understood that with respect to qualifications in a subject area, for the purposes of this Article, a Teacher is considered qualified in a subject area when that subject area is listed on the Teacher's Ontario College of Teachers' Certificate of Qualifications.

- L18.2.4 Where ambiguity may exist in some areas of certification, these situations will be dealt with at the staffing meetings on an individual basis, and subject to the subsequent approval of the Joint Secondary Staffing Committee.
- L18.2.5 Any discrepancies in seniority must be brought to the attention of Human Resources Services by 7 April of each year, otherwise the 'Final' 15 April list is deemed accurate for that year and shall be the basis for all staffing decisions for the following school year.
- L18.2.6 The following qualifications will be used in determining the placement of Teachers under Article L19:
- a) Those subjects recognized by the Ministry of Education as generating a credit in that subject;
  - b) Guidance;
  - c) Librarianship;
  - d) Special Education (for programs such as Learning Program Support or Special Education Resource)
- L18.2.7 Any Teacher who is assigned on a temporary basis of up to one (1) year to an acting administrative position shall continue to accumulate seniority on the Secondary Seniority List.
- L18.2.8 A Teacher on part-time employment with the Board will accrue seniority at the full-time rate during the period of their part-time employment.
- L18.2.9 A Teacher who is positioned in a secondary school as a School to Community Teacher on September 1, 2001 shall, in addition to being placed on the OSSTF seniority list, be placed on a School to Community seniority list. Seniority shall be in accordance with the Memorandum of Agreement dated December 21, 2000.
- L18.2.10 For additions to the School to Community Seniority List after September 1, 2001, a Teacher must apply and be appointed to a Secondary School to Community Position which has been advertised in accordance with Article L19 of the Collective Agreement.
- L18.2.11 A Secondary School to Community Teacher on September 1, 2001, who holds qualifications in Special Education and TTR shall be considered to be qualified for all Secondary School to Community positions.

## Article 19: Staffing

### L19.1 Projected Enrolment & System Allocation

- L19.1.1 The procedure for establishing the initial staffing resources available to each secondary school for the next school year shall be implemented by the Joint Secondary Staffing Committee as described in Article L12 and shall be as follows:
- L19.1.2 Determination of the official projected enrolment for the system and the individual schools shall be completed as soon as possible after 30 January.
- L19.1.3 Determination of the number of staff available to the system and to individual schools, in accordance with Articles L12, L16 and L19 of the Collective Agreement.
- L 19.1.4.1 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. (Central Letter of Agreement #3)
- L19.1.4.2 For the purposes of staffing 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 class regulations or 30 in the absence of such regulations. (Central Letter of Agreement #3)
- L19.1.5 The minimum number of FTE Guidance Teachers for the system shall be based on the Ministry of Education funding for Guidance Teachers (as amended), currently 2.6 per 1000 ADE.
- L19.1.6 The minimum number of FTE Teacher-Librarians for the system shall be based on the Ministry of Education funding for Library (as amended), currently 1.1 per 1000 ADE.
- L19.1.7 The minimum number of FTE for Special Education Resource Teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for these programs and services.
- L19.1.8 Teachers of Adult programs shall be in addition to the Teachers generated by the Funding Model and the number of Teachers shall be funded through the monies available for Adult Education. There will be 27 FTE Secondary Teachers based on a projected enrolment of 1000 FTE Adult students, subject to adjustments for enrolment changes on 31 October and 31 March.

- L19.1.9 The Board shall continue to allocate equivalent full-time teaching positions on a discretionary basis to other school programs (such as Section 23 programs and targeted initiatives) based on Board decisions and the provision of third party and/or Ministry specific funding.
- L19.1.10 The minimum number of FTE for Student Success sections shall be based on the Ministry of Education funding allocated for such sections.
- L19.1.11 A secondary school's Average Daily Enrolment (ADE) 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.

## L19.2 School Allocations

- L19.2.1 The Joint Secondary Staffing Committee shall meet as soon as possible after the Grants for Student Needs (GSNs) are released, but not later than 15 April of each year to review staffing allocations for the upcoming school year.
- L19.2.2 Adjustments to the initial staff allocation may be made by the District Secondary Staffing Committee, subject to review by the Joint Secondary Staffing Committee. The District Secondary Staffing Committee consists of the Superintendent of Human Resources and/or designate, Human Resources staff, the Secondary School Principals, with the District President (or member designated by the TBU Executive) present as an observer at all stages.
- L19.2.3 The Principal will update the School Based Work Team following each meeting of the District Staffing Committee.
- L19.2.4 The Board will provide the District Secondary School Staffing Committee with information on approved leaves of absence, retirements and resignations.
- L19.2.5 It is understood that all Teachers on leave, loan, or exchange, or returning from such leave, loan, or exchange, are subject to consideration under the provisions of this Article on the same basis as all other secondary school Teachers in the employ of the Board. Except that where a Teacher has been on leave, loan, or exchange for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of Teachers.
- L19.2.6 Upon the return of a Teacher from an absence due to Long Term Disability of up to five (5) full semesters excluding the semester in which the absence begins, the

Board shall place that Teacher in their former position in their former school. Only if the Teacher has been declared surplus in their school will the Teacher become a system responsibility for staffing purposes and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of Teachers who are surplus or redundant to the needs of the system.

Notwithstanding the above, the Teacher may agree to accept an alternate placement, mutually agreed upon.

L19.2.7 Upon the return of a Teacher from a leave for Long Term Disability of over five (5) full semesters excluding the semester in which the absence begins, the Teacher will become a system responsibility for staffing purposes, and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of Teachers who are surplus or redundant to the needs of the system.

### L19.3 Preliminary School Staffing Plan

L19.3.1 The Principal will develop a draft Preliminary School Staffing Plan.

L19.3.2 a) The Principal and the School Based Work Team shall review the Preliminary School Staffing Plan for input and suggestions prior to submitting the plan to Human Resources. The Preliminary School Plan shall contain the following:

- Number of positions surplus or partially surplus to the school, and;
- Teachers who are surplus or partially surplus to the school. Teachers identified as surplus or partially surplus to the school, are those with the least seniority in each of the areas for which they are qualified. Such a determination shall be done by reviewing the seniority of all members of the school's staff including those members of staff who are returning from leave, loan, exchange, LTD or who are assigned to the staff by the Superintendent of Human Resources;
- Section allocation by course and department/curriculum area;
- Teacher assignment by department/curriculum area (consideration given to Teacher preferences as per Article L14.5.2);
- Teacher assignment in non-classroom areas;
- Vacant positions which cannot be filled by members of the current staff; and,
- Areas of concern and special considerations.

b) Any Teacher assignments tentatively made as an exception as per Article L19.3.2(d)

- c) All assignments shall be in accordance with each Teacher's subject qualification as defined in Article L19 or by mutual consent, provided the placement does not result in a more senior Teacher being declared surplus than would have been the case had the placement not occurred. Such placements will be identified on the Preliminary Plan.
- d) An assignment which is an exception to this practice shall be permitted only where it does not result in a Teacher, being declared surplus to their school or redundant to the system. The Principal shall notify the District Staffing Committee of those assignments tentatively made as exceptions as allowed in this Article;
- e) Assignment of a Teacher with less seniority in a qualified area to an approved Focus Program must be approved by both the Board and the Federation;

L19.3.3 Principals shall submit their Preliminary Staffing Plan to the Superintendent of Human Resources, or designate, by 30 April. The Superintendent of Human Resources, or designate, will provide the Joint Secondary Staffing Committee with copies of each school's Preliminary School Staffing Plan, within five (5) days.

#### L19.4 [Determination of Surplus to School & Redundant to System](#)

L19.4.1 Wherever possible, it is the intention of the Board to avoid declaring surplus to the needs of the system any Teacher who has a permanent position with the Board. While normal attrition may allow the retention of all the present teaching staff members who wish to remain with the Board, decreasing enrolments and Provincial regulatory changes may make it necessary to reduce the number of teaching staff employed by the Board, or changing student option-selection patterns may make it necessary to change the complement of a teaching staff. The procedures set out in this Article are designed to accomplish the difficult task of identifying Teachers who are surplus to the needs of their present school, and perhaps redundant to the needs of the system, in a manner that provides the Teacher with the greatest possible degree of consideration and fair treatment and in a manner that assures the highest available standard of instruction in the classroom.

L19.4.2 Based on the information as provided in the Preliminary School Staffing Plans, the Superintendent of Human Resources, or designate, will determine those Teachers who will be declared surplus to schools and those redundant to the system.

L19.4.3 The Superintendent of Human Resources, or designate, will provide the list of those Teachers surplus to schools and/or redundant to the system to the Joint Secondary Staffing Committee and the District Secondary Staffing Committee by 31 May.

L19.4.4 Those Teachers identified as redundant to the system shall be the Teachers with the least seniority in the district.

L19.4.5 The Superintendent of Human Resources or designate will notify those Teachers who are declared surplus to their school and will provide notification to those Teachers who are redundant to the system. These notifications will be given on or before 31 May each year.

#### L19.5 Surplus to School Notification

L19.5.1 Surplus to school notification will include the following:

- a) A formal statement from the Board which indicates that the Teacher remains a LSDB employee with all rights and an explanation of the process for placing Teachers surplus to their schools
- b) A form from the Superintendent of Human Resources, or designate, indicating the Teacher's desire or not to be returned to their home school should an opportunity arise. This form will also allow the Teacher to rank their preference of all schools they would like to be placed into, should an opening arise. This form shall include information that outlines the process that permits a Teacher to withdraw this request by 1 November each year, for second semester as per Article L19.9.1

#### L19.6 Redundant to System Notification

L19.6.1 Redundant to system notification shall include the following:

- a) A formal statement from the Board which indicates that the Teacher remains a LSDB employee with all rights and an explanation of the process for placing Teachers surplus to their schools. This notification normally will incorporate a statement from the Board which indicates that the Teacher was considered to be an effective Teacher.
- b) A form from The Superintendent of Human Resources, or designate, indicating the Teacher's desire or not to be returned to their home school should an opportunity arise. This form shall include information that outlines the process that permits a Teacher to withdraw this request by 1 November each year, for second semester as per Article L19.9;
- c) Teachers identified as redundant to the system by the Superintendent of Human Resources, or designate, will be provided the opportunity to accept a placement, based on seniority and qualifications, in one of the two identified Northern schools (North Addington Education Centre & Granite Ridge



Education Centre) by no later than 7 June. This notification will make it clear that by declining a Northern Placement the Teacher will retain their ranking on the surplus/redundancy list but that the District Secondary Staffing Committee will continue to staff more junior Teachers into northern positions.

L19.6.2 Any Teacher identified in Article L19.4.3 on the redundancy list for the system, will be retained provided the Teacher indicates annually by 1 April in writing to the Superintendent of Human Resources that they intend to be available for a position in any school, provided the Teacher has not been hired by another Board, and provided the Teacher does not accept a severance allowance as specified in Article L19.6.4.

L19.6.3 The Superintendent of Human Resources will offer to a Teacher who is declared redundant to the system, (either totally or for one semester), the Teacher's choice of one of the following alternatives to regular full-time employment:

- a) Take a leave of absence under Article L28 during which they will be placed on the Occasional Teacher Roster and the Long Term Occasional Teacher List. Teachers choosing this option shall be retained on the redundancy list and shall be offered any regular teaching positions for which they are eligible under Article L19.10.1(a) before new Teachers are hired.

OR

- b) Take leave of absence under Article L28 for one year, after which the Teacher shall have the choice of:
  - i. Being placed on the Roster of Occasional Teachers and Long Term Occasional Teacher List, or
  - ii. In the case of a permanent Teacher, being paid a severance allowance as specified in Article L19.6.4.

OR

L19.6.4 In the case of a permanent Teacher, resigning and receiving a severance allowance of ten (10) days salary according to the Teacher's entitlement and grid position for each year of recognized teaching experience with this Board, to a maximum of 100 days. It should be noted that:

- a) A Teacher who is declared redundant according to Articles L19.10.1(a) and L19.10.1(b) and who refuses to accept a subsequent offer of a teaching position at their entitlement for which the Teacher is certificated, will have their employment terminated;

- b) Notwithstanding any eligibility for a gratuity under Article L37 when a Teacher receives a severance allowance under this section, no gratuity under Article L37 will be paid.

L19.6.5 The onus shall be on the Teacher on the Redundancy List to inform the Board and the Federation in writing of any change of address. In the event that such a Teacher cannot be located through a normal Post Office address or telephone number, the Teacher's name will be removed from the list.

L19.6.6 A Teacher who remains fully redundant for a period of three (3) years for which there is still no position available with the Board, shall be removed from the Redundancy List. The Teacher shall remain on the Board's OT Roster.

L19.6.7 A Teacher who is declared surplus to their school and/or redundant to the needs of the system may apply to the Superintendent of Human Resources, through the Federation, for a review of the circumstances leading to that declaration. The Teacher may request representation on their behalf by a member of the Teachers' Bargaining Unit Executive of the Federation.

#### L19.7 Revised School Staffing Plan

L19.7.1 The Principal will develop a Revised School Staffing Plan.

L19.7.2 The Principal and the School Based Work Team shall review the Revised School Staffing Plan for input and suggestions prior to submitting the plan to the Superintendent of Human Resources, or designate. The Revised School Staffing Plan shall be submitted approximately one week following the date of surplus/redundancy notification. The Superintendent of Human Resources, or designate, in consultation with the Federation, will establish a specific date each year. The Superintendent of Human Resources, or designate, will provide the Joint Secondary Staffing Committee with copies of each school's Revised School Staffing Plan by 31 May. The Revised School Plan shall contain the following:

- Section allocation by course and department/curriculum area;
- Teacher assignment by department/curriculum area (this shall not include those Teachers declared redundant to the system),
- Teacher assignment in non-classroom areas;
- Teachers surplus or partially surplus to the school;
- Vacant positions which cannot be filled by members of the current staff;
- Vacant PAR, Focus, Lead Student Success and School to Community positions that require staffing through competition and of these positions, identification

of those positions that are vacant due to the incumbent being declared redundant. Please refer to Article L19.10.4; and,

- Areas of concern and special considerations.

L19.7.3 A Teacher holding a PAR position shall be exempted from consideration as a Teacher surplus to their school for the duration of that appointment as long as they are not identified as redundant to the system and is subject to the following considerations:

- a) No Teacher will be declared redundant to the system as a consequence of a Teacher with less seniority being retained in the system as a department head.
- b) If a Teacher with more seniority becomes surplus to a school as a result of a Teacher with less seniority being retained within a school as a department head, the Teacher who is declared surplus will be so identified and given the following considerations:
  - i) The Teacher will be positioned in another school in the system using the regular staffing process.
  - ii) The Teacher's assignment will not be split between schools as consequence of the transfer.
  - iii) Each year, following the transfer of such Teacher(s) and upon formal request (in writing) of the Teacher to the Superintendent of Human Resources, notice to be received by 1 April, the Superintendent of Human Resources will position the Teacher in their former school as per Article L19.3.2 for the purpose of determining the number of positions surplus or partially surplus to the school concerned.

L19.7.4 Because of the unique consideration provided for in Article L19.7.3, the Board agrees that when appointing a Teacher to a PAR Position, sufficient care will be taken in assessing the current and projected situation with respect to staffing and student enrolment in the District to ensure that such an appointment will not result in a Teacher currently with the Board being declared redundant to the system.

#### L19.8 [Voluntary Transfer/Consolidation/Exchange Process](#)

L19.8.1 Teachers requesting a Transfer/Consolidation/Exchange may be asked to follow procedures similar to those used in regular hiring procedures. It is understood that:

- a) Due consideration will be given to a Teacher's position on the Seniority List in all decisions related to transfer in order to avoid, if at all possible, involving a

Teacher in a transfer between schools if the Teacher is ultimately redundant to the system;

- b) Teachers may place their names on a Voluntary/Transfer/Consolidation/Exchange List by contacting the Federation in writing, prior to 10 April and indicating their current school location, qualification, seniority, preferred teaching assignment and new location(s) in ranked order. The Federation will provide this information to the Secondary Human Resources Consultant upon receipt of the school vacancies. Teachers may withdraw from the List at any time, prior to transfer, through written notification to the Federation.
- c) Following the implementation of the Revised School Plan (Article L19.7) the District Secondary Staffing Committee will place Teachers from the Voluntary Transfer/Consolidation/Exchange List and Surplus List (together called the Placement List) into any remaining vacancies on the basis of qualifications, seniority, and the Teachers' indicated preference(s).
- d) When requested, exchanges may be for a stated period of time (e.g. one semester, one year, but not more than two years). At the end of the stated period or on the completion of two full years the exchange will revert or, with the approval of the District Secondary Staffing Committee and the Teacher(s), will be made permanent;
- e) The Voluntary Transfer/Consolidation/Exchange List as compiled in (b) will remain in effect and be used as other vacancies occur throughout the staffing year on the condition that the vacancy is filled before the start of a semester. Teachers wishing to remain on the list for the subsequent staffing year must repeat the procedure outlined in L19.7.3(b).

L19.8.2 Following the disposition of all transfer/exchange requests the Principal and the School Based Work Team of each Secondary School shall revise the Revised School Staffing Plan as prescribed in Article L19.7.

#### L19.9 [Return to School/Pull-backs](#)

L19.9.1 If any Teacher is declared surplus to the needs of their school and as a consequence is placed at another school, provided that voluntary transfers are accommodated first, where possible, the Teacher shall be given the option of filling a vacancy for which they have the appropriate subject qualification and which occurs in their original school up to one week prior to the first day of school of the year in which the Teacher was placed at another school.

## L19.10 Placement from the Placement List

- L19.10.1 The District Secondary Staffing Committee will place Teachers from the Voluntary Transfer/Consolidation/Exchange List and Surplus/Redundancy List (together called the Placement List) concurrently into any remaining vacancies on the basis of seniority, qualification, and preference(s) as indicated on the Transfer Form.
- a) The District Secondary Staffing Committee will examine the list of Teachers declared surplus to the needs of individual schools, and the placement by the Superintendent of Human Resources of suitably qualified surplus Teachers in those positions still vacant in the system. If no teaching position is vacant for which the surplus Teacher is qualified, the Superintendent of Human Resources shall place the Teacher in a position within the system for which the Teacher is qualified and which is held by a Teacher with less (normally least) seniority.
  - b) Every effort, however, shall be made to minimize the extent of the geographical dislocation of a Teacher's place of work as a result of this placement. It is understood that in extreme cases, it may be considered appropriate for the Superintendent of Human Resources to reassign a Teacher with less seniority to another school to reduce the impact of the relocation on the Teacher with more seniority.
- L19.10.2 After 25 August, Teachers will be placed from the Placement List into sections based on seniority and the subject areas in which they hold qualifications.
- L19.10.3 When dealing with Voluntary Transfers/Consolidations/Exchanges, return to school, or placement from the Surplus/Redundancy List, the point at which a single position could be staffed through any of the aforementioned means, the position shall be assigned to the most senior Teacher, based on qualifications.
- L19.10.4 School to Community, Focus Program, Lead Student Success and PAR vacancies that were created as a result of the incumbent being declared redundant, may be filled by the incumbent at such point that they are deemed the most senior person on the list with the requisite qualifications.
- L19.10.5 Any remaining positions will be advertised after the last District Staffing Committee meeting prior to the start of the school year.
- L19.10.6 In order for a Teacher to teach outside of their area of qualification, a Mutual Consent Agreement shall be signed by the Teacher, the Principal and approved by the Superintendent of Human Resources.

- L19.10.7 The Teacher shall be consulted prior to the Teacher making a decision respecting the assignment.
- L19.10.8 Human Resources shall provide to the Federation the list of all the Teachers assigned as per the above by 30 September for Semester I and 28 February for Semester II.
- L19.10.9 No new Teachers are to be hired into the system until all Teachers named on the redundancy list have been dealt with under the terms of Article L19.10.1(a) and such Teachers have had an opportunity to compete for vacant positions, giving consideration for mutual consent, as permissible under the Education Act.
- L19.10.10 For these purposes, a new Teacher is defined either as a Teacher who is not currently employed by the Board, or as a Teacher who is currently employed by the Board and who, as a consequence of the appointment, would increase their entitlement with the Board. Every effort will be made to resolve the issue of Teachers with assignments split between schools before new Teachers are hired.

## Article 20: Vacancies

### L20.1 Internal Vacancies/Hiring

- L20.1.1 A fair and consistent process of hiring, including positions of added responsibility, will be adhered to as described in LDSB Policies and Procedures.
- L20.1.2 Promotion procedures shall be fair and objective, ensuring that all qualified candidates are given serious and appropriate consideration. The applicants with the best job-related qualifications and experience will be selected for an interview.
- L20.1.3 All candidates selected for an interview shall be provided with the interview questions and scoring guide in writing, 15 minutes prior to the interview. Candidates shall be allowed to bring their notes into the interview.
- L20.1.4 All candidates interviewed shall be entitled to a debriefing meeting, including access to the scoring guide, after an interview, and shall be entitled to Federation representation, if they choose.
- L20.1.5 No teacher shall incur the costs of applying to vacancies through an external service provider.
- L20.1.6 Changes to the interview process will be shared with the Federation in advance of implementation.

- L20.1.7 All vacancies including positions of responsibility will be posted electronically for at least five (5) school days prior to the stated closing date for applications and in accordance with Article L19.8. Copies of all postings shall be sent to the District President.
- L20.1.8 Any vacancy which occurs for a complete semester in a course or program shall be recognized as a regular position for the individual who is appointed to it. If the vacancy has arisen from a Teacher who will be returning to the school's complement for the next staffing round, then both Teachers will be considered as part of that school's complement and will be dealt with by the established staffing procedure.
- L20.1.9 Any vacancies created by members going on leave in excess of twenty (20) consecutive teaching days, shall be advertised as Long-Term Occasional Positions, and offered to members on the Placement list according to qualifications and seniority prior to external advertising.
- L20.1.10 If a full-time Teacher who is teaching in a single location leaves the Bargaining Unit in the middle of the school year, the vacancy created shall be advertised internally as a full-time position. The vacancy created by the successful applicant to this position shall be advertised internally to the maximum entitlement of that Teacher in their former school. If the position is not filled internally, then the vacancy created for the second semester shall be advertised externally as a part-time position. The process shall continue until such time as the Teacher being appointed is either a part-time Teacher or is in more than one location.

Notwithstanding the above, sensitive situations may arise wherein the parties agree that this process will be deferred, in which case the vacant position will be posted for the following school year or semester.

- L20.1.11 When a Teacher is hired on a temporary basis (occasional) to fill a teaching vacancy, subject to that vacancy being approved by the Superintendent of Human Resources and the Board, and they are then hired as probationary or a permanent Teacher in the same teaching position, they shall have their effective date of hire back-dated to when the actual teaching assignment first began; and their seniority shall accrue from that date.

## L20.2 PAR Vacancies

- L20.2.1 Any PAR vacancy created by members going on leave known to be in excess of twenty (20) consecutive teaching days and less than one semester shall be advertised as position only and filled internally within the school.

20.2.2 Any PAR or Lead Student Success vacancy created by the temporary absence of the incumbent for a full semester or longer, shall be advertised District-wide as an interim position.

20.2.3 A Teacher appointed as an interim Department Head or Lead Student Success due to the temporary absence of the incumbent, shall return to their previous school's complement for staffing purposes at the end of the interim appointment.

### L20.3 Recommendation Forms

L20.3.1 After interviews are completed, The Principal's Recommendation Form for Job Postings together with a copy of the Teacher's most recent certificate of qualification and registration (Ontario College of Teachers'), shall be submitted by the Principal, to the Board and the Federation normally within four (4) school days of the recommendation having been made. The Principal will not recommend a person who is not in good standing with the Ontario College of Teachers. Whether or not a successful candidate is recommended a recommendation form will be provided.

L20.3.2 The Recommendation Form shall include:

- The vacancy information
- Type of appointment
- Applicant information, including numbers of qualified and unqualified internal, occasional and external applicants
- Interview information, including the panel members, and the number of candidates interviewed
- Candidates interviewed, whether candidates were internal, external, qualified or unqualified
- Name of successful candidate or identify that there was no successful candidate

## Article 21: School to Community Staffing

L21.1.1 As a sub-committee of the District Secondary Staffing Committee, a School to Community Staffing Committee will be set up, which will consist of the Principal or Vice-Principal of Educational Services, the Superintendent of Human Resources or designate, with the option of a Secondary School Principal, and an equal number of Federation representatives. The School to Community Staffing Committee shall develop and propose a staffing model each year for consideration to the Joint Secondary Staffing Committee. This information will also be presented to the District Secondary Staffing Committee.



- L21.1.2 A Secondary School to Community Teacher may be redeployed to another Secondary School to Community class during the school year to respond to changes in enrolment of Secondary School to Community students.
- L21.1.3 Where changes in enrolment necessitate that a Secondary School to Community position be moved to another school during the school year, the incumbent Teacher may elect not to be redeployed to another school. Subject to qualifications and vacancies, the incumbent Teacher may be assigned to another position in the school. Notwithstanding this, should no vacancy exist for which the incumbent Teacher is qualified, the Teacher will be declared partially or fully surplus and may take an unpaid leave of absence for the balance of the school year. The Teacher will be subject to the placement provisions of the Collective Agreement for the following school year.

## Article 22: School Closure, Consolidation, Transfer, or Exchange

- L22.1.1 In the event a decision is made to close, consolidate, transfer or exchange a school(s), the Board and the Federation agree to follow the process outlined in the Memorandum of Agreement, dated June 28, 2013.
- L22.1.2 Notwithstanding L22.1.1 above, in the event a decision is made to close, consolidate, transfer or exchange a school, the Board and Federation agree to meet. Furthermore, the Board and the Federation shall agree to any amendments to the Memorandum of Agreement dated June 28, 2013, in order to create a process unique to the circumstances to best meet the needs of the staff and students.

## Article 23: Termination of Employment

- L23.1.1 A Teacher may resign or retire at the end of a school year after having given written notice by 1 May or a Teacher may resign or retire at the end of Semester I after having given written notice by 1 December.
- L23.1.2 The Board or a Teacher may terminate a Teacher's employment at any time by mutual consent in writing.
- L23.1.3 A Teacher who wishes to bridge the period from the end of a semester to the Teacher's retirement date may request a leave of absence without pay for that period.
- L23.1.4 The Board may terminate the employment of a Teacher at the end of a school year by following the redundancy procedures under Article L19 and having given notice in writing thirty (30) days prior to the end of the school year.

- L23.1.5 The Board may terminate a Teacher's employment for just cause at any time after notification in writing as per Article L9.
- L23.1.6 The Board, or a Teacher, who is employed as a night school or summer school Teacher, shall give written notice to the other party of not less than two weeks to terminate the Teacher's employment.

## Article 24: Financial Support for Specialized Training

- L24.1.1 When the Board specifically requests a Teacher to obtain further education or training in an area in which the Board requires greater Teacher expertise, the Board shall assume the cost of tuition, textbooks, transportation, and basic room and board for the designated Teacher. Transportation, room, and board costs will only be reimbursed when the course of instruction is not available in the Board's jurisdiction.
- L24.1.2 The Board will provide a fund to cover allowances paid to those Teachers who are qualified to substitute for an Administrator as outlined in Article L36.
- L24.1.3 A Teacher qualified to substitute for an Administrator who has less than a full-time administrative assignment shall have the amount received prorated.
- L24.1.4 The Board agrees to offer training and updating as needed, for Teachers in the use of computer technology required in the performance of their duties. Mandated in-service will be provided during the regular workday.
- L24.1.5 Teachers will be provided with access to computers, utilizing the Board server, on school sites, as required in the performance of their duties.

## Article 25: Short Term Paid Leave

Notwithstanding Article, 25.1 and 25.2, a total of 5 days are available, in total, for personal and/or family leave, in accordance with the Central Agreement (Letter of Understanding #6, Section 3).

### L25.1 Personal Leave

- L25.1.1 Personal leave with pay, to a total of five (5) days per school year, may be granted for reasons which are unavoidable or extraordinary. Such leave shall be granted at the discretion of the Principal, in consultation with the designated supervisory officer. Personal leave shall not be deducted from accumulated sick leave and cannot be accumulated.

L25.1.2 Late return from and early leave taken before specified holiday periods will be taken as absence without pay and approved at the discretion of the designated supervisory officer.

## L25.2 Family Leave

L25.2.1 Family Leave with pay, to a total of five (5) days per school year, may be granted in the case of a family emergency, or the serious illness of a family member. Such leave may be granted at the discretion of the Principal. Family leave shall not be deducted from accumulated sick leave and cannot be accumulated.

## L25.3 Bereavement/Compassionate Leave

L25.3.1 Notwithstanding the above, bereavement/compassionate leave will be granted at the discretion of the Principal, in consultation with the designated supervisory officer, and such bereavement/compassionate leave will not be deducted from accumulated sick leave credits.

## L25.4 Parenting Leave

L25.4.1 Parenting Leave with pay, to a total of five (5) days per school year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the Principal, in consultation with the designated Supervisory Officer, and shall not be deducted from sick leave. It is understood that Teachers who take pregnancy leave are not eligible for this leave.

## L25.5 Inclement Weather

L25.5.1 In the event of extremely severe weather, (e.g. cancellation of bus transportation) or if a public road is not ploughed for the day, the Teacher, after consultation with their administrator, may be directed to report to an alternate Secondary school, or report late to their school when road conditions permit. There shall be no loss of pay for the Teacher. Such leave is not deducted from accumulated sick leave.

## L25.6 Quarantine Leave

L25.6.1 Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of their duties a Teacher is quarantined or otherwise prevented by the medical officer of health from attending to their duties, leave will be granted without loss of pay. Such leave is not deducted from accumulated sick leave.

## L25.7 Jury/Summons Leave

L25.7.1 Leave of absence without loss of seniority shall be granted to a Teacher who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which they are not a party or one of the persons charged, is absent from duty. The Board shall pay such a Teacher the Teacher's regular salary provided the Teacher presents proof of service to the Board. The Teacher shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the Teacher receives as a juror or as a witness. Such leave is not deducted from accumulated sick leave.

## L25.8 Family Medical Leave

L25.8.1 Family medical leave as per the Employment Standards Act, may be taken to provide care and support to a specified family member for whom a qualified medical practitioner has issued a certificate indicating that the family member has a serious medical condition and that there is a significant risk of death occurring within a period of 26 weeks.

L25.8.2 For purposes of this leave, a specified family member is deemed to be:

- a. The employee's spouse (including same-sex spouse)
- b. A parent, step-parent or foster parent of the employee;
- c. A child, step-child or foster child of the employee; or the employee's spouse; or
- d. Any other individual as specified by the Employment Standards Act, as amended.

L25.8.3 For Teachers who qualify for Employment Insurance Benefits under Human Resources and Skills Development Canada's Compassionate Care Benefits, the Board shall provide a Supplementary Employment Benefits (SEB) plan which will pay:

- a. 60% of the Teachers normal weekly earnings during the mandatory two week waiting period for Employment Insurance benefits; and
- b. 60% thereafter of the Teachers normal weekly earnings minus the E.I. benefits for the number of weeks for which E.I. compassionate Care are payable. The combined weekly level of EI benefits, SEB payments and other earnings shall not exceed 60% of the Teacher's normal weekly earnings.

L25.8.4 The employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in Article L25.8 begins.

- L25.8.5 The employee may not remain on a leave under this section after the earlier of the following dates:
- a. The last day of the week in which the individual described in clause L25.8.2 above dies.
  - b. The last day of the week in which the period referred to in L25.8.1 above ends.
- L25.8.6 If two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in L25.8.1 above that applies to the first certificate issued for the purpose of this section.
- L25.8.7 A request for Family Medical Leave shall be made in writing through the Superintendent of Human Resources. The request shall include the dates on which the employee intends to leave and return to active employment. The employee will provide to the employer a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.
- L25.8.8 An employee may take a leave under this section only in periods of entire weeks.
- L25.8.9 An employee on Family Medical Leave shall continue to be entitled to all benefits which would have been received if the employee had been actively employed. These include:
- a) Accumulation of credit for sick leave, seniority, and experience; and,
  - b) Employee benefits.
- L25.8.10 An employee returning from Family Medical Leave shall be reinstated to the same position held in the same worksite prior to the leave.
- L25.8.11 Employees disentitled or disqualified from receiving E.I. benefits are ineligible for SEB.
- L25.8.12 The employee must provide the Board with the proof that they are receiving E.I. benefits before SEB is payable.
- L25.8.13 Employees do not have the right to SEB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- L25.8.14 No supplemental benefit will be paid under this plan for a week which falls outside the employee's normal work year.

## Article 26: Pregnancy & Parental Leave

### L26.1 Pregnancy Leave

- L26.1.1 “Pregnancy Leave” means leave taken for purposes related to giving birth and/or recovering therefrom as per the Ontario Employment Standards Act, as amended.
- L26.1.2 All requests for pregnancy leave must be submitted in writing to the Superintendent of Human Resources, or designate, and include the anticipated start and end date for the leave. This request must be accompanied by a note from an authorized medical professional that provides the estimated due date.
- L26.1.3.1 The Board shall provide for regular 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.
- L26.1.3.2 The Teacher who is eligible for such leave shall receive 100% of salary for not less than six (6) weeks of pregnancy leave less any amount received under the Employment Insurance Act during such period. There shall be no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). NOTE: The provisions of this clause have been amended from the terms of the Central Agreement with the consent of all parties to reflect the additional "top up" provided in Article L26.1.3 below.
- L26.1.4 For the remaining eleven (11) weeks of the seventeen (17) week pregnancy leave period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the Teacher’s weekly employment insurance benefits and sixty (60%) of the regular weekly teaching rate, calculated as 1/40 of the Teacher’s annual salary. It is agreed that the one week waiting period, if applicable, is included in this 11-week period.
- SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- L26.1.5 The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- L26.1.6 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.

- L26.1.7 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.
- L26.1.8 Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in L26.1.2 above, with the length of the SEB benefit limited by the term of the assignment.
- L26.1.9 Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- L26.1.10 If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- L26.1.11 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- L26.1.12 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.
- L26.1.13 Notwithstanding L26.1.7 and L26.1.12, eligible regular Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week or seventeen (17) week period, as eligible, throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) / seventeen (17) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the Board's payroll procedure.
- L26.2 Sick Leave**
- L26.2.1 Teachers who require longer than an eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- L26.2.2 Article L26.2.1 does not limit a Teacher's entitlement to medically supported sick leave prior to the commencement of Pregnancy Leave.
- L26.3 Parental Leave**
- L26.3.1 All requests for parental leave by those other than the birth mother must be submitted in writing to the Superintendent of Human Resources, or designate, at least six (6) weeks in advance, where possible, and include the anticipated start and end date for the leave. Requests must be accompanied by documentation supporting proof of birth.

Parental leave shall be granted to a regular Teacher as follows:

- a) Parental leave shall be for up to sixty-one (61) weeks if the Teacher has also taken a pregnancy leave or up to sixty-three (63) weeks if the Teacher has not taken pregnancy leave.
- b) The parental leave of a Teacher who has taken pregnancy leave shall begin immediately when the pregnancy leave ends.
- c) Parental leave may begin no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- d) Teacher who wishes to end parental leave earlier than expected may do so if the Teacher provides Human Resources with at least four (4) weeks written notice before the desired date of return.

L26.3.2 In the case of Parental Leave, a regular Teacher shall receive one weeks' payment equivalent to sixty (60%) percent of the weekly teaching wage during the defined waiting period, if applicable, followed by up to fifteen (15) weeks payment equivalent to the difference between the weekly rate of Employment Insurance benefits and sixty (60%) percent of the weekly teaching rate, calculated as 1/40 of the Teacher's annual salary. It is agreed that the one-week waiting period, if applicable, is included in this 15-week period.

L26.3.3 Teachers disentitled or disqualified from receiving E.I. parental leave benefits are ineligible for SEB top up provisions.

#### L26.4 Adoption Leave

L26.4.1 A Teacher who intends to adopt shall advise the Board as soon as possible, including the anticipated date that they will assume guardianship of the child. The Board recognizes that in some cases, the Teacher may need to commence leave immediately when the child becomes available.

L26.4.2 All requests for adoption leave must be submitted in writing to the Superintendent of Human Resources, or designate, and include the anticipated start and end date for the leave. This request must be accompanied by supporting proof of adoption.

L26.4.3 Parental leave shall be available to a Teacher who adopts a child, in accordance with Articles L26.3.1 and L26.3.2.

L26.4.4 Leave shall be available to a Teacher should their presence be required in the home for pre-adoptive purposes.



## L26.5 Provisions Applicable to Both Pregnancy and Parental Leave

- L26.5.1 A Teacher on Pregnancy and/or Parental Leave shall continue to be entitled to the following:
- a) Accumulation of credit for sick leave, seniority, and teaching experience;
  - b) The Board will continue its share of the applicable benefit premiums subscribed to by the Teacher prior to the commencement of the leave provided the Teacher pays for their share of the applicable benefit premiums;
  - c) Where a Teacher becomes eligible for an annual increment during the period of pregnancy/parental leave, SEB top-up payments shall be adjusted accordingly; and,
  - d) A Teacher on pregnancy/parental leave or extended pregnancy/parental leave shall be subject to the surplus and redundancy provisions as set out in Article L19.

## L26.6 Extension & Return from Leave

- L26.6.1 Further to the provision in the Ontario Employment Standards Act, as amended, the Teacher may take extended pregnancy/parental leave, which shall not be longer than three full academic years excluding the academic year in which the birth or adoption occurs. Seniority shall accumulate for the period of the extended leave.
- L26.6.2 The Board shall be given four months' written notice of the day upon which the Teacher intends to commence the extended leave of absence. Such notice shall be given unless there are reasons that are unavoidable or extraordinary.
- L26.6.2 The Teacher shall confirm their intention to return or not return from the Extended Parental Leave by notifying the Board in writing not later than 1 April for September of the following school year and 15 November for the second semester of the same school year.
- L26.6.3 After the completion of this extended pregnancy/parental leave, the Board shall place that Teacher in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes and shall be placed in accordance with Article L19.

- L26.6.3 Teaching experience shall only be granted for the seventeen (17) week period of pregnancy leave, and the sixty-one (61) weeks of parental leave and will not be granted for purposes of extended parental leave.
- L26.6.4 Teachers on Extended Pregnancy/Parental Leave may retain membership in the Board's benefit plans as subscribed to by the Teacher prior to commencing the leave provided the Teacher pays monthly the applicable benefit premiums associated with continuing coverage and subject to the provisions of the insurance carriers.
- L26.6.5 All leaves granted under Article L26 shall be based on the Teacher's full-time entitlement and shall be continuous in nature.

## Article 27: Leave of Absence for Professional Enrichment

- L27.1.1 Leave of absence may be granted to Teachers for the purpose of professional enrichment where such leave is related to teaching under the terms and conditions set out in the following sections.
- L27.1.2 Leave of absence for professional enrichment will normally be limited to not more than three years' duration, requested on a yearly basis.
- L27.1.3 Unless otherwise approved by the Board, the maximum number of Teachers granted such leave in any one school year shall not exceed 1% of the total teaching staff.
- L27.1.4 Teachers eligible to apply for such leave of absence shall have at least two years of service with the Limestone District School Board.
- L27.1.5 Leave of absence will be granted under the following conditions:
- a. Salary will not be paid during a leave of absence approved under this Article.
  - b. Where full-time paid employment is not part of the leave of absence for professional enrichment, the Board shall pay the employer portion of the employee benefit contributions as required by Article L48 on behalf of the Teacher, as applicable to the salary which the Teacher was receiving at the commencement of the leave.
- L27.1.6 A Teacher who is on a leave of absence for professional enrichment shall notify the Board of their intention to return by 1 April for the following school year. Upon the return of a Teacher from a leave for professional enrichment, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to staffing procedures in Article L19 of this agreement. Notwithstanding the

foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes, and shall be placed in accordance with Article L19.

- L27.1.7 On return from a leave of absence for professional enrichment the Teacher may apply to have the Board consider such leave as teaching or related experience as specified in Articles L44.3.2 and L45.3.3.
- L27.1.8 Sick leave credit will not be granted for the period of the leave for professional enrichment.
- L27.1.9 While on leave of absence for professional enrichment the Teacher shall continue to accrue full seniority.
- L27.1.10 Unless otherwise approved by the Board, Teachers on such leave of absence shall agree to return to the employ of the Board for a period at least equal to the number of years of such leave.
- L27.1.11 In order to facilitate the staffing process and reduce the number of Teachers declared surplus annually, Teachers are encouraged to apply for all leaves by 1 April.
- L27.1.12 Applications for such leave of absence must be received by the Director of Education, together with a proposed professional enrichment study program, on or before 1 April for Semester I or full year or by 15 November for Semester II.

#### Article 28: Leave of Absence for Reasons other than Professional Enrichment

- L28.1.1 Leave of absence, either full-time or part-time, may be granted for reasons not associated with professional enrichment, under the terms and conditions set out in the following sections. A part-time leave of absence will be called a leave to reduce teaching load as referred to in Article L29.
- L28.1.2 A Teacher shall request a leave of absence for reasons other than professional enrichment by 1 April of the year prior to the leave for Semester I for a full year leave or by 15 November for Semester II. In order to facilitate the staffing process and reduce the number of Teachers declared surplus annually, Teachers are encouraged to confirm their intention to return from all leaves by 1 April.
- L28.1.3 In order to facilitate the staffing process and to reduce the number of Teachers declared surplus annually, Teachers are encouraged to apply for first and/or second Semester leaves by 1 April.

- L28.1.4 In the final year of the leave, the Teacher shall confirm their intention to return or not to return by notifying the Board, in writing, not later than 1 April for the following school year or by 15 November for Semester II.
- L28.1.5 Provided the Teacher undertakes to reimburse the Board monthly for the total premiums, the Board will pay 100% of the required contributions to maintain all employee benefits.
- L28.1.6 Time spent on a leave of absence for reasons other than professional enrichment shall not count as teaching experience for salary purposes, except for teaching experience in a recognized and accredited secondary school, an elementary school, a college or a university in Canada or in any other equivalent educational system.
- L28.1.7 Work experience related to their subject qualification, in accordance with Article L44, gained during such leave and approved by the appropriate supervisory officer shall be credited to the Teacher.
- L28.1.8 While on a leave of absence for reasons other than professional enrichment, the Teacher shall continue to accrue full seniority.
- L28.1.9 Upon the return of a Teacher from the leave of absence, for reasons other than professional enrichment, the Board shall place that Teacher in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Teachers on leave who hold a Positions of Added Responsibility (PAR) shall be returned to their PAR position, if applicable as per Article L16. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former schools or PAR position for staffing purposes, and shall be placed in accordance with Article L19.
- L28.1.10 Leave of absence will normally be limited to not more than three years duration, requested on a yearly basis.
- L28.1.11 A Teacher taking a leave of absence under Articles L19.6.3(a) or L19.6.3(b) may terminate the leave when offered a regular teaching position. Also a Teacher taking a leave under Articles L19.6.3(a) or L19.6.3(b) may be placed on the Occasional Teacher Roster and may work as an Occasional Teacher during this leave of absence.
- L28.1.12 A Teacher who wishes to rescind their leave prior to the staffing of their position may do so. The request should be made in writing to the Superintendent of Human Resources with a copy to the District President. In the event that the position has

been staffed, the Board will make every effort to place the Teacher at their home school, as long as it does not involve the displacement of another teacher.

## Article 29: Leave of Absence to Reduce Teaching Load

- L29.1.1 A Teacher who requests a leave to reduce teaching load under this Article shall retain their entitlement as defined in Article L17.
- L29.1.2 A Teacher who requests a leave to reduce teaching load, normally not later than 1 April, or 15 November for Semester II, or who has a written agreement with the Board establishing their entitlement, shall retain their entitlement, this entitlement being restored to them upon application.
- L29.1.3 In order to facilitate the staffing process and reduce the number of Teachers declared surplus annually, Teachers are encouraged to apply for all leaves to reduce teaching load by 1 April. All requests for a leave to reduce teaching load shall be made by 1 April for Semester I of the following school year or 15 November for Semester II of the current school year, and should be supported by a letter stating relevant details and considerations such as the nature of the change, the length of time the change is to be in effect, and the terms of the Teacher's return to their previous status.
- L29.1.4 At the end of the period of reduced teaching load, the Teacher will have the right to return to their previous teaching status with the Board. Normally the Teacher cannot expect to return to their previous teaching status until the expiration of the leave to reduce teaching load.
- L29.1.5 Should the Teacher wish to return to their previous teaching status earlier than arranged, they must provide written notification to the Superintendent of Human Resources by 1 April of any year for return the following September. When a Teacher exercises this option, the Board will notify the Federation.

## Article 30: Leave of Absence for Teachers to Serve with Service Organizations

- L30.1.1 When a request is made by a Teacher for leave of absence to serve with the Canadian Armed Forces, a service-oriented organization such as C.U.S.O., H.U.S.O., O.X.F.A.M., U.S.O., The Ministry of Education or other organizations approved by the Board, such leave may be granted under the terms and conditions set out in the following sections.
- L30.1.2 A Teacher applying for the Canadian Armed Forces or service organization leave shall have at least two years of teaching service with the Board immediately prior to

service with a service organization, shall be a member in good standing with the Ontario College of Teachers.

- L30.1.3 Unless otherwise approved by the Board, a Teacher granted Canadian Armed Forces or service organization leave shall agree to confirm their intention to return or not to return by notifying the Board not later than 1 April of their final year with the service organization.
- L30.1.4 A Teacher granted leave to serve with the Canadian Armed Forces or a service organization shall be eligible, on their return to staff, for any revision in salary to which they would have been entitled had the leave not been taken.
- L30.1.5 While on leave of absence for service with the Canadian Armed Forces or a service organization, the Teacher shall continue to accrue full seniority.
- L30.1.6 Upon the return of a Teacher from the leave of absence, to serve with the Canadian Armed Forces or service organizations, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes and shall be placed in accordance with Article L19.
- L30.1.7 Leave of absence will normally be limited to not more than three years' duration, requested on a yearly basis by 1 April of the year prior to the leave, and with an indication by 1 April of each year of the leave of the intention for the following year.

#### Article 31: Teachers on Loan to Department of National Defence Schools Overseas

- L31.1.1 Permission may be granted to Teachers to serve in Department of National Defence (DND) Schools Overseas under the terms and conditions set out in the following sections.
- L31.1.2 A Teacher who wishes to volunteer their services to DND schools must make application, through the Director of Education, not later than 15 November in the year preceding the year in which they wish to serve.
- L31.1.3 An applicant must have a permanent position with the Board prior to September of the year in which they wish to serve with DND Schools Overseas.
- L31.1.4 While on a loan to DND Schools Overseas, the Teacher shall continue to accrue full seniority.

- L31.1.5 Upon the return of a Teacher from loan to a DND school overseas, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes and shall be placed in accordance with Article L19.
- L31.1.6 Leave of absence for Teachers on loan to DND schools will normally be for two years' duration, requested by 1 April of the year prior to the leave. Where DND requests an individual for any additional years the Board will consider the request.

### Article 32: Teacher Exchanges between Boards, Provinces or Countries

- L32.1.1 The Board is prepared to accept the conditions as outlined by the Ministry of Education and Training Memorandum, in force during the period of this Agreement, with respect to Teacher exchanges between boards, provinces, or countries, including its willingness to pay the amount indicated in the Memorandum to the exchange Teacher coming to the Board.
- L32.1.2 Applications shall be submitted to the Board for approval not later than one month prior to the deadline date set forth in the appropriate Ministry of Education and Training Memorandum in force.
- L32.1.3 In the final year of such leave a Teacher on exchange shall notify the Board no later than 1 April confirming their intention to return the following school year.
- L32.1.4 While on Teacher exchange, the Teacher shall continue to accrue full seniority.
- L32.1.5 Upon the return of a Teacher from a Teacher exchange, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes, and shall be placed in accordance with Article L19.
- L32.1.6 Leave of absence for Teacher exchanges will normally be limited to not more than three years duration, requested on a yearly basis by 1 April of the year prior to the leave, and with an indication by 1 April of each year of the leave of the intention for the following year.

L32.1.7 It is agreed that Teacher exchanges will be between Teachers with similar subject qualifications.

## Article 33: Self-Funded Leave (X/Y)

### L33.1 Self-Funded Leave (X/Y)

L33.1.1 This plan is available to Teachers who wish to take a leave of absence, with pay, by spreading 'X' semesters' salary over a 'Y' semester period. 'X' shall be less than 'Y' and 'Y' cannot be less than six (6) or greater than fourteen (14).

L33.1.2 The parties agree to the implementation of the Self-Funded Leave Plan as outlined below.

L33.1.3 The Federation and the Board acknowledge that the granting of such leaves shall be used to reduce the incidence of declaring Teachers surplus, thereby reducing the extent to which the termination of Teachers' employment is necessary. The granting of leaves under this program is considered separate from any existing program of leaves.

L33.1.4 The Teacher shall assume the responsibility of making themselves aware of the implications of the plan related to its effect on a Teacher's Pension Plan and income tax provisions.

L33.1.5 Applications using the X/Y Self-Funded Leave form which has been jointly agreed to by the Board and the Federation shall be submitted, by 1 April to begin the program the following September, to the Leave Review Committee whose membership shall include the following:

- 2 representatives from the Board
- 2 representatives from the Federation

L33.1.6 Applications shall be considered by 10 April to begin the program the following September. The granting of such a leave shall be governed by the following criteria:

- a) The Teacher holds a permanent position with the Board;
- b) The Teacher is unlikely to be declared surplus during the term of the plan;
- c) The Teacher must agree to return to the Board after the period of leave for a time at least equal to the length of the leave;
- d) The potential for program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;



- e) Such other criteria as considered by the Leave Review Committee to be appropriate in the individual circumstances.
- L33.1.7 All leaves approved by the Leave Review Committee shall be forwarded to the Board for their subsequent approval. Denial by the Board shall not be considered a violation of this Agreement.
- L33.1.8 In the 'Y' years of the plan, the Teacher will be paid a fraction of their gross salary equal to X/Y. The remaining portion of the salary, plus allowances will be accumulated, and this amount plus any interest earned shall be held by the Board to help finance the year of leave. The amount of salary withheld by the Board shall be deposited in a 'trust account' for each individual at the time of regular salary payments; such 'trust account' will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a monthly basis and compounded so as to be at the highest rate paid on the institution's regular 'bonus' savings account.
- L33.1.9 A ledger reference of each individual Teacher's contribution shall be maintained by the Board. A statement of each Teacher's account will be issued at the end of each school year.
- L33.1.10 Throughout the leave period, the Teacher shall not receive any salary or wages from the Board, other than the deferred salary and the accumulated interest. No money will be paid above the amount actually in the account. As required by legislation, the Teacher must return to the Board after the period of the leave for a time at least equal to the length of the leave.
- L33.1.11 If the amount received by the Teacher during the leave is less than the accumulated amount in the Teacher's account, the Teacher shall receive the excess in payments at the Teacher's discretion.
- L33.1.12 During all years that the individual Teacher is participating in the Self-Funded Leave Plan, all employee benefits shall be maintained according to the Collective Agreement at a level as if the Teacher were being paid at 100% of their salary.
- L33.1.13 The Teacher's benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the Teacher were being paid at 100% of salary.
- L33.1.14 A Teacher participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year's seniority.

- L33.1.15 Sick leave credits shall not accumulate during the year spent on leave.
- L33.1.16 Teachers' Pension Plan deductions are to be continued as required by the Teachers' Pension Plan Act on the deemed pensionable salary during all the years that the Teacher is participating, including the year on leave.
- L33.1.17 A Teacher may withdraw from the plan any time prior to taking his or her leave of absence provided that they have applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the Teacher within sixty days of the notification of their desire to leave the plan.
- L33.1.18 Notwithstanding the above, if a Teacher wishes to withdraw in the last year of the plan and the request is made after 1 April, application must be made to the Leave Review Committee and approval will be subject to the staffing process and/or availability of positions.
- L33.1.19 Should a Teacher die while participating in the plan any balance in the Teacher's account at the time of death shall be paid to the Teacher's estate. Any amount due to the Board shall be an obligation of the Teacher's estate and binding upon the Teacher's heirs, executors or administrators.
- L33.1.20 Notwithstanding L33.1.18, a Teacher approved for the self-funded leave plan will not be considered for any other type of leave, unless the Teacher withdraws first from the self-funded leave plan.
- L33.1.20 All Teachers wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- L33.1.22 Income tax shall be deducted on the actual amounts received by the Teacher during each of the years of the plan, subject to the income tax regulations in effect at that time.
- L33.1.23 During the self-funded leave year, the Teacher may engage in such plans of education and employment as they choose, except that they may not be employed by the Board in any capacity.
- L33.1.24 Upon the return of a Teacher from a self-funded leave, the Board shall place that Teacher in their former teaching position in their former school. Only if that position ceases to exist, or the Teacher is declared surplus in the year of return will the

Article L19 of this Collective Agreement having to do with the placement of Teachers who are surplus or redundant to the needs of the system be applied.

L33.1.25 Notwithstanding the above, the Teacher may agree to accept an alternate placement, mutually agreed upon.

L33.1.26 The financial aspects of this Section shall be administered by the Superintendent of Business.

### Article 34: Teacher-Funded Sabbatical Leaves with Salary Hold Back

L34.1.1 Applications using the Teacher-Funded Sabbatical Leave Form which has been jointly agreed to by the Board and the Federation, shall be submitted by 1 April, to begin the program the following school year, to the Leave Review Committee whose membership shall include the following:

- 2 representatives from the Board, and
- 2 representatives from the Federation.

L34.1.2 Applications shall be considered by 10 April to begin the program the following school year. The granting of such a leave shall be governed by the following criteria:

- a) The Teacher holds a permanent position with the Board and has at least seven (7) years' teaching experience with the Board;
- b) The Teacher is unlikely to be declared surplus;
- c) The Teacher must declare that, except for emergency circumstances, they intend to serve the Board to the end of the completion of the plan;
- d) The potential for program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- e) The leave will occur in the second semester of the school year;
- f) The Teacher replacing the Teacher on such leave has less than three (3) years teaching experience;
- g) Such other criteria as seen by the Leave Review Committee to be appropriate in the individual circumstances and tied to the purpose of a sabbatical.

L34.1.3 The salary held back by the Board, at the request of the Teacher, shall be placed in a financial institution of the Teacher's choice in trust for the Teacher, and given to the Teacher along with any accrued interest, in a manner prescribed by the Teacher, in the year in which the leave is taken.

- L34.1.4 The Board shall pay the employer portion of the employee benefit contributions as required by Article L48, on behalf of the Teacher, during the semester of the leave.
- L34.1.5 The Board shall pay \$200.00 to the Teacher during the year of the leave. This amount is to be pro-rated in the same ratio as the part-time teaching assignment bears to the full time teaching assignment.
- L34.1.6 Teachers' Pension Plan contributions are permitted as provided by the Teachers' Pension Plan Act, which is, that the percentage rate stipulated in the Act, applied to the total salary that the Teacher would have received had the Teacher-Funded Sabbatical not been taken, may be contributed by the Teacher directly to the Teachers' Pension Plan. This amount shall be paid to the Teacher, by the Board, on receipt of confirmation that the Teacher has paid the permitted amount to the Teachers' Pension Plan.
- L34.1.7 If the Teacher is declared redundant to the system during the years of salary holdback leading to this Sabbatical Leave, the Board shall pay to the Teacher the full amount of salary withheld up to the time along with any accrued interest, in a manner to be determined by the Teacher.
- L34.1.8 A Teacher may withdraw from the plan any time prior to taking the leave of absence provided that they have applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the Teacher within sixty (60) days of the notification of the desire to leave the plan.
- L34.1.9 Notwithstanding the above, if a Teacher wishes to withdraw in the last year of the plan and the request is made after 1 April, application must be made to the Leave Review Committee and approval will be subject to the staffing process and/or availability of positions.
- L34.1.10 If the Teacher leaves the employ of the Board prior to taking the leave, the Board shall pay to the Teacher the full amount of salary withheld up to the point along with any accrued interest, in a manner to be determined by the Teacher. If the Teacher dies prior to going on leave or while on leave, the Board shall pay the full amount of a salary withheld up to that point along with any accrued interest on a date specified, in a manner to be determined by the executors or administrators of the estate.
- L34.1.11 If a Teacher who is on Teacher-Funded Sabbatical Leave with Salary Holdback, decides not to return to the Board, the Teacher shall notify the Board not later than

six months prior to the previously arranged date of return, of their intention not to return. This notification shall constitute a resignation by the Teacher.

L34.1.12 While on, and/or at the time of returning from Teacher-Funded Sabbatical Leave with Salary Holdback, the Board shall:

a) Place that Teacher in their former teaching position in their former school. Only if that position ceases to exist, or the Teacher is declared surplus in the year of the return, will Article L19 having to do with the placement of Teachers who are surplus or redundant to the needs of the system be applied.

Notwithstanding the above, the Teacher may agree to accept an alternate placement, mutually agreed upon.

b) With the exception of Teachers' Pension Plan deductions, maintain the employer portion of the employee benefit contributions as required by Article L48 and applicable to the Teacher had the leave not been taken.

L34.1.13 A Teacher on Teacher-Funded Sabbatical Leave with Salary Holdback shall continue to accrue full seniority.

L34.1.14 Sick leave credit will not be granted for the actual period of time associated with a Teacher-funded Sabbatical Leave but shall be maintained and pro-rated to the extent that a Teacher, while on a partial sabbatical retains a regular teaching assignment and/or administrative responsibilities.

L34.1.15 All subsections, where appropriate, shall be pro-rated when leaves are less than one full year.

## Article 35: Federation Leave

L35.1.1 At the request of the Federation, the Board shall permit up to three members (or equivalent), not more than one of which would be split into not more than two half-time leaves, designated by the Federation, to act as members on Federation Leave. The members shall be released from teaching duties on a full-time or part-time basis, without loss of salary, employee benefits (including Teachers' Pension Plan), and seniority with respect to recognized teaching experience. In all respects, the Teachers will remain full-time Teachers with the Board.

L35.1.2 The Federation will give at least two weeks' notice to the Board of its intention to designate a Teacher or Teachers in the positions of District President and/or members on Federation Leave for a given school year. Normally notice will be given prior to the third Friday of May of the previous year. Such notice shall be given

unless there are reasons which are unavoidable or extraordinary. Sufficient time will be allowed following this designation for staffing adjustments to be made in the school(s) involved, such adjustments being acceptable to the Board. The District President or Federation Leave position(s) shall commence only upon the completion of the required staffing arrangements.

- L35.1.3 Release time, as necessary, will be provided for each bargaining unit representative for the performance of Federation duties involved with the interpretation or application of this Collective Agreement.
- L35.1.4 The Federation shall notify the Board of the names of bargaining unit representatives to receive such Federation leave. Reasonable notice of such leave will be requested from the Principal and the time period will be mutually agreed upon.
- L35.1.5 The costs associated with the District President position or members on Federation Leave shall be the total costs associated with a Teacher in Category 3 with 0 years of experience.
- L35.1.6 In the event that the District President is not a Teacher (TBU), the District President's salary is to be paid directly by the District Executive and will not be covered by this Collective Agreement.
- L35.1.7 Each member on Federation Leave shall receive the salary and benefits they would normally receive if they had not gone on leave.
- L35.1.8 The District President or member on Federation Leave costs as defined in L35.1.5 and L35.1.6 shall be covered as follows:
  - a) The Board's Accumulated Sick Leave plan shall be registered with The Employment Insurance Commission as a Wage Loss Replacement Plan with 5/12ths of the resulting maximum allowable premium reduction in the Board's contribution being applied against the District President position.
  - b) Should the funds provided in L35.1.7 not be adequate, the Board will provide the remaining balance for the salaries or members on Federation Leave. Such funding shall be reimbursed to the Board by the Federation.
- L35.1.9 Should the Federation choose not to exercise its prerogative of designating a District President or member on Federation Leave, or should the funds generated in L35.1.8(a) be in excess of the amount required, all such unused or un-required funds shall be turned over to OSSTF Limestone District 27 Teachers' Bargaining Unit for the equitable disbursement of those funds.

- L35.1.10 Upon the return of a Teacher to normal teaching duties, having held the District President or Federation Leave position for up to two (2) years, the Board shall restore that Teacher to the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. In the event a Teacher holds the District President position, or has Federation Leave, for more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes, and shall be placed in accordance with Article L19.
- L35.1.11 Federation Leave shall be granted to members who serve as Federation representatives on Board-Federation committees which are convened during school hours. Such leaves will be covered by the Board with Occasional Teachers.
- L35.1.12 In addition to the Leave outlined in Article L35.1.0, Federation leave shall be granted upon request to other bargaining unit representatives for the purpose of carrying out Federation business. Every effort will be made to give reasonable notice. The Federation will reimburse the Board for the replacement costs.

### Article 36: Designate and Acting Administrative Positions

- L36.1.1 A Teacher may substitute for an Administrator who is absent from the worksite for a period of not less than a day on a temporary basis but not to exceed twenty (20) days in a school year. Preference shall be given to bargaining unit members qualified for the position.
- L36.1.2 A Teacher may be appointed to a position of Acting Principal or Vice-Principal to replace a Principal or Vice-Principal who is absent from regular duties for a period not to exceed one (1) school year or equivalent. For the purposes of determining seniority, service in an acting position shall be considered as continuous service within the bargaining unit. Following the replacement period and upon return to the Bargaining Unit the Teacher shall pay a fee equivalent to the union dues in accordance with Article L2 for the acting period.
- L36.1.3 The Teacher will continue to be subject to all terms and conditions of this Collective Agreement.
- L36.1.4 A Teacher acting as a Principal or Vice-Principal designate shall not result in additional duties or workload for other bargaining unit members.
- L36.1.5 A Teacher acting in the role of Principal or Vice-Principal designate shall not discipline or evaluate OSSTF members.

## Article 37: Gratuity Plans (See Central Agreement - Appendix A)

Appendix A of the 2019-2022, provincially negotiated Central Agreement, overrides the following previously negotiated Articles pertaining to Retirement Gratuity Plans.

### L37.1.0 Retirement Gratuity Plan

- L37.1 As permitted by, and subject to the requirements of the Education Act, a Cumulative Sick Leave and Retirement Gratuity Plan is authorized for the benefit of all regular Teacher employees of the Board.
- L37.2 All regular full-time Teachers and temporary or part-time Teachers on continuous employment longer than one month shall be eligible for sick leave benefits if they are unable to work because of illness.
  - L37.2.1 Each eligible regular full-time Teacher shall be entitled to a credit of 20 days for each school year.
  - L37.2.2 Each eligible temporary or part-time Teacher shall be entitled to a credit of 2 days for each full month of employment.
  - L37.2.3 A Teacher commencing employment with the Board is entitled to transfer their accumulated sick leave credits, up to the maximum accumulation permitted under this Agreement, but no transfer shall be made if the employee received from a former employer a sick leave credit gratuity.
  - L37.2.4 A Teacher shall be entitled to accumulate all unused days of credit allowed under Article 37.2.1 above, to a maximum of 200 days.
  - L37.2.5 Every Teacher eligible for sick leave credits under this policy (except those who have received retirement gratuity payments), who resigns and is later rehired without otherwise having been gainfully employed, shall receive credit for sick leave days earned prior to resignation and accumulated under Article 37.2.4 to that date. The burden of satisfactory proof to establish recognition of credits shall be borne by the claimant.
  - L37.2.6 In the event that a Teacher exhausts all accumulated sick leave credits prior to the end of a school year, the twenty (20) days as per article 37.2.1 will not be credited to the Teacher until such time as the Teacher has returned to work for a period of twenty (20) working days.
- L37.3 When an employee is on a Board approved modified work plan or a Board approved rehabilitative work plan, the Board shall pay sick leave benefits as provided for in



Article 37 prorated in the proportion to the reduction of teaching load and the receipt of any other benefits such as Long Term Disability or Workers' Benefits up to the amount to ensure that the employee suffers no reduction of net income.

L37.4 All Teachers employed by the Board shall be eligible for their sick leave gratuity according to the terms of Articles 37.5 to 37.8, except Teachers who were hired by the Lennox and Addington Board of Education before May 6, 1997 and are eligible for a sick leave gratuity according to Article 37.9.

L37.5 A Teacher who has been in the service of this Board for ten (10) years or more and who is eligible for a pension under the provisions of the Teachers' Pension Plan Act, or who, because of age, illness or disability, retires, shall, upon their retirement and subject to Article L19.6.4(b) of this agreement, be paid a gratuity in an amount calculated by the formula:

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \text{Yearly Salary Rate at Date of Retirement}$$

L37.5.1 The amount calculated above shall be paid to the Teacher within ninety (90) calendar days of the Teacher's retirement date or may at the request of the Teacher and without penalty, be paid in up to two installments within two years of the date of the Teacher's retirement.

L37.6 A Teacher who in terms of the Legislation or Agreement between the Provincial Government and the Ontario Teachers' Federation which permits early retirement of Teachers, either voluntarily retires or is requested to retire by this Board and who qualifies for an unreduced pension, shall be paid a retirement gratuity in an amount calculated by the formula:

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \frac{\text{Years of Service With Board (max. 10)}}{10} \times \text{Yearly Salary at Date of Retirement}$$

L37.6.1 The amount calculated above shall be paid to the Teacher within ninety (90) calendar days of the Teacher's retirement date or may at the request of the Teacher and without penalty, be paid in up to two installments within two years of the date of the Teacher's retirement.

L37.7 In the event of the death of a Teacher, a gratuity shall be paid to the estate of the deceased Teacher calculated by the formula:

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \text{Yearly Salary Rate at Time of Death}$$

L37.7.1 The amount calculated above shall be paid to the Estate of the Teacher within two months of the date of the Teacher's death.

L37.8 An additional 20 non-cumulative days will be granted in each of the last three years before retirement to a Teacher who has accumulated the maximum number allowable under Article 37.2.4 & 37.2.5 (i.e. 200 days), so that the Teacher will have available 40 days of sick leave in each of those years to protect their retirement gratuity. The additional 20 non-cumulative days shall not be prorated.

L37.9 **Sick Leave Credit Plan**

L37.9.1 A Teacher who was under contract as a Teacher with the Lennox and Addington County Board of Education as of May 5, 1997, and who has not less than ten years of full-time service with the Limestone District School Board or its predecessor boards, shall receive an amount calculated in the manner outlined below upon termination of employment with the Board:

$$\text{Sick Leave Gratuity} = \frac{\text{Cumulative Sick Leave}}{200} \times \frac{1}{2} \text{ Salary of Current School Year}$$

To a maximum gratuity of ½ year's salary.

L37.9.2 The amount calculated above shall be paid to the Teacher within ninety (90) calendar days of the Teacher's retirement date or may at the request of the Teacher and without penalty, be paid in up to two installments within two years of the date of the Teacher's retirement.

L37.9.3 In the event of the death of a Teacher under contract with the Board, who is eligible to receive a sick leave credit gratuity in accordance with this clause, the Board shall pay to the deceased's estate a sum calculated in accordance with this clause.

L37.9.4 In the event of the death of a Teacher who has not yet received the gratuity to which he or she is entitled under this clause, the Board shall pay to the deceased's estate the amount of the gratuity.

L37.9.5 A Teacher may accumulate in his or her account an additional 20 days sick leave per year to a maximum of 300 days. Any sick leave days credited to a Teacher in excess of 200 days may be used only in the school year in which he or she is to retire and only if the Teacher has been employed by the Board or predecessor Boards for 20 or more years.

- L37.9.6 The Superintendent of Business shall have the responsibility of administering the Sick Leave Credit Plan, including the authority, subject to appeal to the Board by the Federation, to allow or disallow any sick leave credits or deductions therefrom under the plan.
- L37.9.7 The Superintendent of Finance shall keep registers which will record the cumulative credits and deductions. Each Teacher shall be informed annually of the status of their cumulative sick leave credits.
- L37.9.7 In all cases of prolonged illness, a certificate from a qualified medical practitioner, certifying to the illness of the Teacher, may be required monthly before any payment of salary for the accumulated sick leave is made. The certificate will be at the cost of the Board.
- L37.9.8 The Board may, at any time, request a Teacher to submit a certificate of health signed by a duly qualified medical practitioner acceptable by the Board. The cost of the certificate will be at the cost of the Board.

## Article 38: Workplace Safety and Insurance

- L38.1.1 When a Teacher is eligible for, and receives approval of claim by the Workplace Safety and Insurance Board of Ontario (WSIB):
- a) There shall be no deduction of sick leave credits from the Teacher's sick leave account;
  - b) The WSIB payment shall be remitted to the Board; and
  - c) The Teacher shall receive 85% of pay from the Board while in the employ of the Board until the Teacher qualifies for a 66% unreduced pension from the Ontario Teachers' Pension Plan.
- L38.1.2 Notwithstanding L38.1.1(a) above, should the Teacher wish to use their accumulated sick leave credits to top up their WSIB payments to 100% of salary from 85% of salary, they may do so with the approval of the Superintendent of Human Resources.
- L38.1.3 It is understood that employee benefits shall be provided in accordance with Section 25 of the Workplace Safety & Insurance Act. Teachers, whose WSIB claim extends beyond the one year currently provided in the Workplace Safety & Insurance Act, who wish to maintain their employee benefits while in receipt of WSIB must remit to the Board the full cost of the monthly premiums.

## Article 39: Health and Safety

### L39.1 Joint Health and Safety Committees

L39.1.1 The Board agrees to comply with the provisions of the Occupational Health and Safety Act, as amended, and the Regulations made thereunder.

### L39.2 Protective Wear

L39.2.1 All Teachers, including Long Term Occasional Teachers, who work in one or more of the following classroom settings shall be provided with and wear protective footwear and eye and ear protection:

- Construction Shop
- Manufacturing Shop
- Transportation Shop

L39.2.2 In addition to the above, when a Teacher assigned to Cooperative Education enters a worksite that requires protective footwear and eye and ear protection, they shall also be provided with and wear protective footwear and eye and ear protection.

L39.2.3 Notwithstanding the above, if a TBU member is providing on-call coverage in one of the aforementioned technology areas, they will be provided safety toe caps where appropriate.

L39.2.4 The Board shall reimburse each Teacher who is required to wear safety footwear and/or prescription safety eye wear (including Teachers in programs listed in L39.2.1), up to a maximum of two hundred dollars (\$200) total every year for C.S.A. approved protective footwear and/or prescription safety eye wear, upon receipt of proof of purchase.

### L39.3.0 Health & Safety Training

L39.3.1 The Board shall ensure that first aid and safety (including WHMIS) training programs are normally available to members during the work day as indicated in Articles L14.1.1 and L14.1.3

L39.3.2 The Board shall employ an Occasional Teacher, if required, to cover any absences caused by a member undertaking first aid or safety (including WHMIS) training provided by the employer during school hours.

### L39.4.0 Medical Procedures

L39.4.1 No Teacher shall administer medication by injection (except the use of an epipen), catheterization, glucometer reading, tube feeding, cecostomy tube monitoring,

feeding students with impaired swallowing reflex, postural drainage, shallow suctioning, and manual expression of the bladder. (See Guidelines for School Staff in Supporting Students Who Require Training of Delegated Medical Procedures)

L39.4.2 In the event of a medical emergency, a Teacher may perform such procedures as are necessary to the safety and well-being of the student.

## Article 40: Adult Education and Alternative Education Credit Programs

L40.1.1 It is agreed that for the purposes of staffing, the Adult Education and Alternative Education Credit Programs are considered to be part of the Secondary School to which they are affiliated. As part of the school these programs can access the student supports available through that school such as Guidance, Adolescent Care Worker, Educational Services, Special Education, and Student Success.

## Article 41: Summer School and Night School

### L41.1 General Provisions

L41.1.1 Notwithstanding Article L1.1, the Parties agree that only the terms and conditions of employment contained in the following Articles of this Agreement shall apply to Teachers in the Night School and Summer School systems:

Article L1	Recognition and Scope
Article L2	Dues Deduction
Article L3	Duration of Agreement & Conditions of Amendment
Article L4	No Strike or Lockout
Article L5	Discrimination & Harassment in the Workplace
Article L6	Management Rights
Article L9	Discipline & Disciplinary Meetings
Article L10	Personnel Files
Article L11	Criminal Record Check
Article L13	Resolution of Disputes
Article L23	Termination of Employment
Article L35	Federation Leave
Article L41	Summer School and Night School Staffing
Article L45	Salary Grids

L41.1.2 Notwithstanding Article L1.1, the Parties agree that in the event Summer School is in-person, Article L15 will apply.

- L41.1.3 TASS teachers shall be paid the Night School hourly wage for two hours per week as per Article L45.6.3 for teaching on site.
- L41.1.4 TASS teachers shall be paid per lesson marked according to the schedule in L45.6.4.
- L41.1.5 Every year, the Federation shall be provided a list of teachers teaching Night School, TASS and Summer School.
- L41.2 Night School (Including TASS) & Summer School Staffing**
- L41.2.1 All night school and summer school teaching positions will be advertised in accordance with Article L20.1.6.
- L41.2.2 When hiring Teachers for credit courses offered in Night School (including TASS) and Summer School, the Board agrees to give preference, in those subjects for which the Teacher is qualified, in the following order:
- a) Secondary Teachers of the Bargaining Unit who are declared redundant;
  - b) Secondary Teachers of the Bargaining Unit who are currently teaching part-time for any reason; and,
  - c) Other Teachers of the Bargaining Unit.
- L41.2.3 TASS positions will only be advertised when there is a vacancy. TASS positions will be advertised in accordance with Article L20.1.6.

## Article 42: Travel Allowances

- L42.1.1 A Teacher, required by the Board to use their own car to travel on official Board business, shall be paid at the regular rate established by Board policy. Those Teachers assigned to two or more schools or who are assigned by the Principal into a split assignment at Ernestown Secondary School and the Amherstview Community Education Centre in its current location (Loyalist Plaza) during the school day, are eligible for travel allowance at the rate permitted by this clause.
- L42.1.2 A Teacher being paid travel allowance under this Article shall be required to carry proper insurance on their car.
- L42.1.3 A Teacher who is moved by management transfer or is declared surplus according to Article L19 and is assigned to a school where the Teacher does not have entitlement which is in excess of fifty-five kilometres (55 km) from the Teacher's former school, will be compensated with a moving/living allowance of one thousand dollars (\$1,000). Such payments will not be made if the Teacher has applied for the position or has placed themselves on the voluntary transfer/exchange list. Such a

payment will not be made more than twice during their employment with the Board.

L42.1.4 When the Board mandates a Teacher to attend professional development and/or in-servicing, that Teacher shall be reimbursed, at the regular Board mileage rate, the difference in the distance from their home to their regular worksite and their home to the in-service site, if the difference is greater than 40 kilometers return trip.

L42.1.5 If arrangements are made for bussing and/or carpooling, individual claims for mileage will not be approved without prior discussion and authorization by the Principal or Designate.

## Article 43: Allowances for Related Work Experience

### L43.1 General Provisions

L43.1.1 Commitments made by the Board or its predecessors to individual Teachers as to the number of years and/or total dollars of related work experience of any type shall be honoured. No Teacher in the employ of the Board on August 31, 1999 shall have an allowance for experience agreed by the Board or its predecessors decreased or increased as a result of the implementation of this Article. The provisions of this Article will be effective for Teachers hired after September 1, 1999.

L43.1.2 To be recognized, related work experience must have close relationship to the subject matter to be taught.

### L43.2 Teachers with Technological Subjects on Their Ontario College of Teachers' Qualifications Certificate

L43.2.1 Other related experience in a technical profession, industry or trade deemed relevant by the Board to the Teacher's assignment shall be considered year for year to a maximum of five (5) years for purposes of grid placement.

Related Experience on Grid Number of Years	Experience Number of Years
1	1
2	2
3	3
4	4
5	5

### L43.3 Other Related Professional Experience

L43.3.1 Other related professional experience deemed relevant by the Board to the Teacher's assignment shall be considered on the basis of one grid step for every two years of such experience to a maximum of five (5) years for purposes of grid placement, provided that such experience has not been used to satisfy entrance requirements to a Faculty of Education in pursuit of a degree or diploma in Education.

Related Experience on Grid Number of Years	Experience Number of Years
1	2
2	4
3	6
4	8
5	10

L43.3.2 The total number of years of recognized related experience should be documented and agreed to at the time of hiring. The number of years of related experience eligible for payment shall be agreed to at the time of hiring and subject to revision only as provided for in Articles L27.1.7, L28.1.6 and L28.1.7.

L43.3.3 It is the responsibility of the Teacher who submits a request to ensure that the Board is provided all relevant documentation as per L43.3.1 and L43.3.2 within six months of the date of hire.

L43.3.4 There shall be no reassessment of prior experience recognition of Teachers on staff prior to September 1, 2008.

L43.3.5 All decisions of the Board are final.

### L43.4 Allowance Records

L43.4.1 When a Teacher is hired, the Board or its hiring agent shall furnish that Teacher with a statement outlining the allowance granted under this Article.

L43.4.2 That statement given to the Teacher shall indicate for the allowance granted the following information:

- a. The total number of years accepted by the Board at the time of hiring and the experience granted.



b. The total number of years documented by the Teacher under the allowance, whether granted or not.

L43.4.3 No allowance granted for related work experience shall be paid to a Teacher beyond the maximum of the category classification or salary group to which they are entitled.

## Article 44: Recognition of Post-Graduate Degrees

L44.1.1 A Teacher who is not at maximum on the salary grid shall be credited with one grid step in recognition of an additional degree at either Masters or Doctoral level, provided that the Master's Degree was not applied toward a category increase by QECO. Should more than one post-graduate degree be obtained, the maximum teaching experience credit will be one grid step.

L44.1.2 Following the completion of the year at maximum grid step, a Teacher who holds a degree at the Masters or Doctoral level shall be paid an amount over and above the maximum grid salary as shown in the chart below:

Year	Post Graduate Degree Allowance
2018-2019	\$900
2019-2020	\$909
2020-2021	\$918.09
2021-2022	\$927.27

L44.1.3 Should more than one post-graduate degree be obtained payment is to a maximum of the amount listed in the chart above.

L44.1.4 Credit for an additional degree(s) will not be granted when the additional degree(s) is also used as a qualification for higher category placement, or for a specific responsibility allowance.

L44.1.5 The degrees at the Masters or Doctoral levels referred to are graduate degrees from an accredited university. In case of doubt, a statement from the OSSTF Certification Board or Qualifications Evaluation Council of Ontario (QECO) is required.

## Article 45: Salary Classification

### L45.1 General Provisions

- L45.1.1 Teachers shall be paid their annual salary entitlement in twenty-six (26) (or twenty-seven (27) as the case may be) equal bi-weekly installments between 1 September and 31 August of the school year.
- L45.1.2 The Board will make those deductions from salary payments which are required by statutes and authorized by the employee for employee benefits included in this Collective Agreement. Where practical, these deductions will be taken equally over the bi-weekly installment payments.

### L45.2 Salary Category Placement

- L45.2.1 For the purposes of Salary grid placement, category definitions shall be the current definitions used by the OSSTF Certification Board or Qualifications Evaluation Council of Ontario (QECO). The aforementioned Certification Rating Statement or QECO Statement of Evaluation shall be used to pay each Teacher.
- L45.2.2 It shall be incumbent upon the Teacher to provide the Board with documented proof in the form of the OSSTF Certification Rating Statement or QECO Statement of Evaluation as to their appropriate category placement in accordance with the provisions of this Collective Agreement.
- L45.2.3 All Teachers teaching on Letters of Permission shall be paid in Category 1.
- L45.2.4 A Teacher employed on a Letter of Standing issued by the Ontario College of Teachers shall be paid according to an OSSTF Letter of Evaluation issued by the OSSTF Certification Board or QECO, until such time as an official QECO Statement of Evaluation is issued in accordance with this Collective Agreement.
- L45.2.5 The salary or allowance paid to the members specified in Article L45.3.2 shall be a salary or allowance provided for in this Collective Agreement.
- L45.2.6.1 When a Teacher qualifies for a higher category as a result of improved qualifications, the adjustment will be back-dated to 1 September, provided that the OSSTF Rating Statement or QECO Statement of Evaluation, or notification of the application for same, is received by the Superintendent of Human Resources prior to 10 December of the school year. In such cases, the qualifying work must have been completed prior to 1 September of that school year.
- L45.2.6.2 When such notification is submitted later than 10 December, adjustment shall be made as of 1 January in that school year.

L45.2.7 When a Teacher qualifies for a higher category as a result of improved qualifications which are completed between 1 September and 31 December, the salary adjustment shall be effective 1 January of that school year provided that the QECO Statement of Evaluation reflecting the change or notification of application for same is received by the Superintendent of Human Resources prior to 10 April of that school year.

L45.2.8.1 Changes in qualifications which result in a Teacher being placed in higher category for courses completed between 1 January and 30 June shall be effective from the first day of the month following the completion of the course provided the Superintendent of Human Resources receives written documentation from the Educational Institution confirming the date of course completion as well as written notification from the employee and confirmation from QECO that an application for a Statement of Evaluation has been made to QECO on or before 31 August of the current year.

L45.2.8.2 When such evidence is submitted later than 31 August, the salary adjustment shall be made in accordance with Article L45.2.6.1.

### L45.3 Teaching Experience for Salary Grid Placement

L45.3.1 Commitments made by the Board or its predecessors to individual Teachers as to the number of years of teaching experience shall be honoured. No Teacher in the employ of the Board on August 31, 1999 shall have an allowance for experience agreed by the Board or its predecessors decreased or increased as a result of the implementation of this Article except where teaching experience accumulates while in the employ of the Board and in accordance with this Collective Agreement.

L45.3.2 Notwithstanding Article L45.3.1, effective September 1, 2000, and each 1 September following that date, where the calculation of teaching experience results in partial years, fractional years of .5 or greater shall be rounded up and less than 0.5 shall be rounded down.

Example 1: Previous Experience = 8.5 years  
Grid Placement = 9 years

Example 2: Previous Experience = 8.4 years  
Grid Placement = 8 years

L45.3.3 Upon appointment, and within a category's maximum number of years, a Teacher will be given recognition for years of teaching experience, expressed in years to the

nearest hundredth and calculated to the nearest hundredth of a year according to the following criteria:

- a) One full year of teaching experience shall mean ten months or eleven months (if applicable) of continuous teaching as a permanent Teacher, on a full-time teaching assignment basis. Part-time assignments shall be pro-rated accordingly.
- b) Teaching experience in an elementary school, a college or a university, in Canada, or in any other equivalent educational system, shall be fully recognized for salary purposes subject to Article L45.3.2. In addition, night and summer school experience shall be fully recognized for Teachers teaching less than full-time. One course in summer school or night school shall be equal to one regular day school course for the purposes of crediting teaching experience, subject to Article L45.3.2.
- c) Teachers with partial years of teaching experience will be permitted to count night school and summer school experience as per the above until such time as the Teacher reaches the next full grid step.
- d) Notwithstanding Article L45.3.12(c), at the commencement of employment, teaching experience in an elementary school, a secondary school, including night and summer school, a college or a university in Canada or in any other equivalent educational system, shall be recognized for salary purposes, subject to Article L45.3.2, only if confirmation documentation is received by the Board no later than six (6) months following commencement of employment with the Board.

L45.3.4 As is applicable where a Teacher, having taught seven (7) or more months for the Board in a given school year and having been removed from the payroll due to illness and the expiration of the Teacher's sick leave, except in cases where The Workplace Safety and Insurance Act applies, continues to teach for the Board in the ensuing academic year, the member shall be advanced one experience step on the grid.

L45.3.5 The annual salary in any school year, for a full-time Teacher, shall be determined by the Teacher's recognized teaching experience, calculated to the nearest hundredth of a year, effective 1 September, of that school year and rounded in accordance with Article L45.3.2. For a Teacher teaching less than full-time, or who commences their employment with the Board at some time other than 1 September, their salary

shall still be based on their recognized experience, rounded in accordance with Article L45.3.2 as of 1 September, and appropriately pro-rated.

#### L45.4 Responsibility Allowance

L45.4.1 Salaries for Teachers entitled to responsibility allowances shall be the annual salary rate in accordance with the appropriate basic salary schedule, plus an additional amount in accordance with the allowance for the position of responsibility.

L45.4.2 When a Teacher has been appointed on a temporary basis to a position for which there is a responsibility allowance and continues in that position for a period of time greater than one month, the Teacher shall be paid the appropriate responsibility allowance as set out in the salary schedule, retroactive to the date of appointment.

L45.4.3 The additional remuneration for a responsibility allowance shall cease upon the Teacher relinquishing the related responsibility.

L45.4.4 Teachers appointed to special positions with the Board shall continue to receive the salary and allowances that the Teacher received prior to the appointment.

#### L45.5 Resignation and Retirement

L45.5.1 A Teacher who retires to pension or leaves the employ of the Board or commences an unpaid leave of absence during the school year will be paid any salary owing less required deductions up to the last day worked at the time of leaving the employ of the Board.

L45.5.2 In the event that a Teacher retires to pension, any unpaid salary balance owing the Teacher is payable on or before the last teaching day of June or at the time of leaving the employ of the Board, whichever is earlier.

L45.5.3 Full-time Teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to the date of retirement/resignation or commencement of the leave. Salary shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment.

#### L45.6 Salary Grids

L45.6.1 Effective September 1, 2019 to August 31, 2022, Teachers shall be paid according to the following grids:

Effective September 1, 2019

Grid step	Category 1	Category 2	Category 3	Category 4
0	49,358	51,116	55,714	58,138
1	52,436	54,331	59,375	62,035
2	55,510	57,545	63,042	65,930
3	58,591	60,765	66,704	69,825
4	61,670	63,976	70,367	73,717
5	64,739	67,195	74,032	77,610
6	67,822	70,410	77,692	81,509
7	70,899	73,627	81,361	85,402
8	73,974	76,845	85,022	89,295
9	77,054	80,058	88,688	93,191
10	80,128	83,271	92,351	97,087
11	83,209	86,487	96,020	100,976

Effective August 31, 2020

Grid step	Category 1	Category 2	Category 3	Category 4
0	49,852	51,627	56,271	58,719
1	52,960	54,874	59,969	62,655
2	56,065	58,120	63,672	66,589
3	59,177	61,373	67,371	70,523
4	62,287	64,616	71,071	74,454
5	65,386	67,867	74,772	78,386
6	68,500	71,114	78,469	82,324
7	71,608	74,363	82,175	86,256
8	74,714	77,613	85,872	90,188
9	77,825	80,859	89,575	94,123
10	80,929	84,104	93,275	98,058
11	84,041	87,352	96,980	101,986

Effective September 1, 2021

Grid step	Category 1	Category 2	Category 3	Category 4
0	50,351	52,143	56,834	59,306
1	53,490	55,423	60,569	63,282
2	56,626	58,701	64,309	67,255
3	59,769	61,987	68,045	71,228
4	62,910	65,262	71,782	75,199
5	66,040	68,545	75,520	79,170
6	69,185	71,825	79,254	83,147
7	72,324	75,107	82,997	87,119
8	75,461	78,389	86,731	91,090
9	78,603	81,668	90,471	95,064
10	81,738	84,945	94,208	99,039
11	84,881	88,226	97,950	103,006

L45.6.2 Responsibility Allowances shall be adjusted as follows:

Effective Date	Responsibility Allowance
September 1, 2019	\$4,250
August 31, 2020	\$4,293
September 1, 2021	\$4,336

L45.6.3 Allowances for night school Teachers/supervisors and summer school Teachers shall be as indicated in the following schedule:

September 1, 2019	\$44.12/hour
August 31, 2020	\$44.56/hour
September 1, 2021	\$45.01/hour

L45.6.4 Rates per lesson for TASS Teachers shall be as indicated in the following schedule:

September 1, 2019	\$7.54/lesson
August 31, 2020	\$7.62/ lesson
September 1, 2021	\$7.70/ lesson

L45.6.5 The Board will annually provide information to the District President, with respect to the age and salary of Teachers in circumstances involving the administration, interpretation or application of this Agreement.

## Article 46: Employee Benefits

Effective April 2017, employee benefits are administered centrally through the Provincial Employee, Health and Life Trust (EHLT). All inquiries should be directed to OSSTF or the Ontario Teacher Insurance Plan (OTIP).

## Article 47: Occasional Teachers

### L47.1 Definitions

- L47.1.1 “Occasional Teacher” bears the same meaning as that given to “Occasional Teacher” by the Education Act, as amended.
- L47.1.2 Occasional Teacher Roster means a list of all Occasional Teachers who have been hired by the Board to teach as Occasional Teachers in the Secondary Panel of the Limestone District School Board.
- L47.1.3 Qualified means an Occasional Teacher who holds a valid Certificate of Qualification and Registration (intermediate and/or senior divisions) from the Ontario College of Teachers and who is a member in good standing of the Ontario College of Teachers.
- L47.1.4 Notwithstanding L47.1.4 a Teacher with qualifications in Technological Studies or Special Education may hold only Primary and/or Junior and/or Intermediate (elementary) qualifications and still be considered qualified under the terms of this Article.
- L47.1.5 Casual Occasional Teacher means a Teacher who is required to teach for a period that is less than ten (10) consecutive teaching days.

### L47.2 Long-Term Occasional Teachers

- L47.2.1 Long-Term Occasional Teacher (LTO) means a Teacher who is assigned as a substitute Teacher for a period of ten (10) or more teaching days in the same teaching assignment, or a Casual Occasional Teacher who accumulates ten (10) or more consecutive teaching days in one position.
- L47.2.2 A Long-Term Occasional Teacher, hired to replace an absent regular Teacher for a specified period, properly qualified for such position, may not be replaced by another Occasional Teacher prior to the return of the regular Teacher unless it is by mutual agreement of the Long-Term Occasional Teacher and the Board, except in cases of removal for disciplinary reasons.
- L47.2.3 In the event that the assignment of the Long-Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long-Term



Occasional Teacher will be given five teaching days' notice, unless the termination is due to disciplinary action by the Board.

L47.2.4 The assignments of Long-Term Occasional Teachers employed for less than a full semester shall be continuous to the end of the semester assuming that the specific Teachers who are absent and being replaced do not return to duties by that date.

#### L47.3 Occasional Teacher Roster

L47.3.1 The Federation shall be notified when the Board advertises for external additions to the Occasional Teacher Roster.

L47.3.2 Any external candidate who wishes to become an Occasional Teacher may apply by submitting to the Board a resume, Certificate of Qualification and Registration from the Ontario College of Teachers, Criminal Background Check, including Vulnerable Sector Check, and any other documentation required in accordance with the Board policy.

L47.3.3 A current or retiring teacher may request to be added to the Occasional Teacher Roster. Requests shall be submitted in writing for consideration to Human Resources no later than 15 July for Semester I and 15 January for Semester II.

L47.3.4 The Board shall provide to the Federation a complete Occasional Teachers' Roster by the end of the second week of classes. Updates including additions or deletions to the Roster will be provided by Human Resources as they occur.

L47.3.5 All Occasional Teachers shall be entered into SmartFind Express which will include demographic data, qualifications, and preferred locations. This information shall be provided to the Federation by the end of the second week of classes.

L47.3.6 When hired to the Occasional Teacher Roster, the Board shall enter the qualifications and, if necessary, assist with entering the location preferences of each Occasional Teacher. Occasional Teachers shall manage their own location preferences and shall be provided the requisite training to do so.

L47.3.7 An emergency Occasional Teachers' List will be maintained at each school and provided to the Federation once each semester. At the end of each semester, the Board shall provide data including name and dues deduction about the use of emergency Occasional Teachers.

L47.3.8 Notwithstanding Article L47.3.4, qualified Teachers may apply at any time to become Occasional Teachers with this Board but they shall not be used by the

schools until such time as the Bargaining Unit receives confirmation of the Teacher's inclusion on the Roster.

- L47.3.9 No Occasional Teacher shall be removed from the OT Roster unless they request to be removed from the OT Roster or unless they are removed by the Board for just cause.
- L47.3.10 The Board agrees that when an Occasional Teacher is employed only a qualified Occasional Teacher shall replace a regular Teacher who is absent; unless no qualified Occasional Teacher is available. A reasonable effort will be made to contact qualified (with respect to subject qualifications) Occasional Teachers.
- L47.3.11 Occasional Teachers shall notify Human Resources Services of the Board and the Federation, in writing, of any change of qualifications, address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

#### L47.4 Dispatch Process

- L47.4.1 The dispatch process is designed to ensure that schools are staffed efficiently and effectively and to provide an equitable distribution of work for all Occasional Teachers where possible.
- L47.4.2 The Principal, or designate, will make requests for Occasional Teacher coverage through the Dispatch System.
- L47.4.3 Occasional Teachers will be assigned to schools as follows:
  - a) They appear on that school's list, and are qualified to teach the required subject(s);
  - b) They appear on that school's list, but are not qualified to teach the required subject(s).
- L47.4.4 It is understood that for absences of fewer than three periods, it may be possible for Teachers who teach part-time or part-time Long-term Occasional Teachers within that school, and who are on the Occasional Teacher Roster, to be assigned to cover the absence(s) before the dispatch system is notified.
- L47.4.5 In the event that no Occasional Teacher is available for a regular Teacher absence, the classes shall be offered to part-time Teachers or part-time Long-Term Occasional Teachers to cover the absence(s) if possible.

- L47.4.6 Where Occasional Teacher coverage or coverage by a part-time Teacher is not available on a certain day in a school, the Board will abide by the Education Act and its regulations in order to fill such absences.
- L47.4.7 Where a school has provided at least three days' advance notice of Occasional Teacher coverage requirements, or the school requires coverage for a period of three days or more, the Teacher or Principal/Vice-Principal may request a specific Teacher through the dispatch process.
- L47.4.8 A monthly report that details Occasional Teacher assignments will be made available to the Federation on or before the 15th day of the following month. This report shall include the Occasional Teacher's name, the dates of the assignments and the school to which the Occasional Teacher was assigned.
- L47.4.9 An Occasional Teacher is expected to change their availability in SmartFind at least twenty-four hours in advance where it is known that they will not be available to teach on a given day(s).
- L47.4.10 Occasional Teachers are expected to be available on a regular basis.
- L47.4.11 Normally Occasional Teachers will be called between 5:45 am and 10:30 am on any given day for same-day assignments. Periodically and based on the nature of the absence, calls may be made after 10:30 am.
- L47.4.12 Sunday through Thursday the system will begin calling at 6:00 pm and conclude at 10:00 pm to book Casual Occasional Teachers for future jobs.
- L47.4.13 When an Occasional Teacher knows in advance that they will not be able to teach on a given day due to illness, or any other unforeseen reason they will make every effort to cancel out of the assignment and change their availability in SmartFind by no later than 6:00 am.
- L47.4.14 Occasional Teachers who cancel out of an assignment after 6:00 am on the day of the assignment will make every effort to contact the school by phone prior to 7:30 am to speak to someone or leave a message indicating same. If the Occasional Teacher cancels out of an assignment due to unforeseen circumstances after 7:30 am, the Occasional Teacher will make every effort to contact the school and speak with an administrator or office staff.

## L47.5 Bargaining Unit Rights

L47.5.1 By ratification of this Agreement by members of the Bargaining Unit, they agree that the Board will provide the personal information listed in Article L47.3.5 and it is not a violation of the Freedom of Information and Protection of Privacy Act.

## L47.6 Salary Rates

L47.6.1 A Casual Occasional Teacher who holds a Certificate of Qualification and Registration from the Ontario College of Teachers shall be paid a daily rate of 1/207 of Category 1, Year 0 of the salary grid as per Article L45 of this Collective Agreement. All daily rates shall include 4% vacation pay and 3% statutory holiday pay.

L47.6.2 A Long-term Occasional Teacher shall be paid the same salary as a regular Teacher with the same qualifications, category placement and experience retroactive to the first day of the teaching assignment.

L47.6.3 Casual Occasional Teachers who do not have a Certificate of Qualification and Registration from the Ontario College of Teachers shall be paid for each day of employment at the rate of 75% of the rate established in clause L47.6.1 which includes 4% vacation pay and 3% statutory holiday pay.

L47.6.4 For the purposes of Article L47.6.2, an Occasional Teacher's years of teaching experience for salary purposes shall be determined as in the Agreement referenced in Article L47.6.2 and, in addition, the Occasional Teacher shall be credited with the Occasional Teacher's total number of days of Long-term Occasional teaching experience with the Board divided by 194.

L47.6.5 Notwithstanding L47.6.2, an Occasional Teacher's years of teaching experience for salary purposes shall be determined as in the Agreement referenced in clause L47.6.2 and, in addition, the Occasional Teacher who teaches in excess of twenty (20) days with the Limestone District School Board in any school year shall be credited with the Teacher's total number of days of occasional teaching experience with the Board divided by 194 rounded to the nearest hundredth and credited at the end of each year.

L47.6.6 If circumstances require the cancellation of a casual assignment without advance notice, an Occasional Teacher shall be paid for the assignment and may be assigned teaching duties by the Principal for the equivalent of the original assignment. When a school is closed due to climatic or catastrophic conditions, a Long-Term Occasional Teacher shall be paid for the equivalent of the original assignment.

L47.6.7 A Long-Term Occasional Teacher who works on the regular school days on both sides of a Professional Activity Day and attends the scheduled activities of the day shall be paid their regular pay for the Professional Activity Day, which shall be included for the purposes of the ten (10) required days in Article L47.2.1.

L47.6.8 The Board shall pay the Occasional Teacher every two weeks.

#### L47.7 Benefits

L47.7.1 The Occasional Teacher shall receive the following amount per full day in lieu of the Group Insurance Plan, Extended Health Benefit Plan, Vision Care and Dental Plan and any other Board benefits:

September 1, 2019	\$9.09
August 31, 2020	\$9.18
September 1, 2021	\$9.27

#### L47.8 Reasonable Access

L47.8.1 The Board will make every effort to facilitate and support an Occasional Teacher in their assignment including providing the Occasional Teacher with a package containing: a support information sheet, attendance lists, seating plans, timetable, teaching assignment and/or lesson plans, and Student Safety Plans. In addition to these supplies, the Board will make every effort to provide the Occasional Teacher with the school's emergency and lockdown procedures as well as a key or keys that will open the relevant classroom doors for the day.

L47.8.2 The Board shall inform the Occasional Teacher where Student Safety Plans can be found at each worksite.

#### L47.9 Internal Postings

L47.9.1 Applications from Occasional Teachers in response to internally advertised positions shall be considered for permanent and probationary positions that become available within the Board prior to external advertising, subject to Article L19.

L47.9.2 The Board shall provide the Bargaining Unit President and District President with a copy of all job postings.

#### L47.10 Evaluation

L47.10.1 The Board may initiate a performance appraisal of an Occasional Teacher at any time. The Occasional Teacher shall be given a minimum of two (2) school days' notice.

- L47.10.2 Any Occasional Teacher, who wishes, may request to be evaluated at a pre-arranged time.
- L47.10.3 The performance appraisal process for Occasional Teachers will be governed by Board Procedures.
- L47.10.4 An Occasional Teacher will receive a copy of any written documentation about their performance and will have the opportunity to sign as having read it, and is entitled to make written comments, if they desire. Such documentation and comments will be retained as part of the Occasional Teacher's Personnel File.
- L47.10.5 Only Supervisory Officers, Principals, and Vice-Principals shall evaluate Occasional Teachers.

#### L47.11 [Leave of Absence](#)

- L47.11.1 All Teachers on the Occasional Teacher Roster may, with one (1) months' written notification, have their name voluntarily removed from the Occasional Teacher Roster for a period up to two (2) school years.
- L47.11.2 The Occasional Teacher's name shall, upon written notification from the Teacher, be returned to the next Occasional Teacher Roster which is released.

#### L47.11.3 [Pregnancy/Parental Leave \(See Article L26\)](#)

- L47.11.3.1 Upon four weeks written notification to Human Resources, an Occasional Teacher may request to take pregnancy and/or parental leave, including adoption leave, for a period of up to 18 months (17 weeks Maternity Leave and up to 63 weeks Parental Leave), as per the Employment Standards Act. All such requests must be supported by written confirmation of the teacher's due date by a qualified doctor/midwife.
- L47.11.3.2 An Occasional Teacher may request an extension to their pregnancy/parental leave, including adoption leave, and approved medical leave for a period of up to an additional 52 weeks provided written notification to Human Resources is received within four weeks of their scheduled date of return.

#### L47.12 [Leaves of Absence for Long-Term Occasional Teachers](#)

- L47.12.1 Up to five (5) days bereavement leave without loss of pay will be granted in the event of the death of a close relative or friend.
- L47.12.2 Leave will be granted without loss of pay, to a Long-term Occasional Teacher who is absent due to quarantine, or who by reasons of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which the occasional

Teacher is not a party or one of the persons charged. All fees for court appearances shall be turned over to the Board.

- L47.12.3 A Long-Term Occasional Teacher in an assignment that extends beyond 40 school days, may be granted up to a maximum of three personal days per school year for reasons which are unavoidable or extraordinary. No more than two personal days may be taken in one semester.
- L47.12.4 Such leave shall be granted at the discretion of the Principal, in consultation with Human Resources. Personal days shall not be taken immediately before or immediately following a holiday.

### L47.13 Working Conditions

- L47.13.1 A full teaching day shall consist of three (3) periods plus any assigned supervision as per the regular Teacher's schedule for schools on a four-period instructional timetable. For schools on a five-period instructional timetable a full teaching day shall consist of four (4) periods plus any assigned supervision as per the regular Teacher's schedule. An Occasional Teacher will be paid 1/3 salary for each period worked to a maximum of 3/3 for one day or ¼ salary for each period worked to a maximum of 4/4 for one day for five period schools.
- L47.13.2 Notwithstanding the above, for a school on a five (5) period instructional timetable, if the instructional minutes are less than 240, but due to the regular Teacher's schedule for the day, the Occasional Teacher is required to stay the entire day, they will be paid for a full day.
- L47.13.3 Where the assignment of the regular classroom Teacher is more than three (3) periods, the Occasional Teacher shall be assigned the number of periods assigned to the regular classroom Teacher (e.g. full assignment Teacher, mixed assignment Teacher, MSIP assigned Teacher). Where the assignment of the regular classroom Teacher is more than three (3) periods, the Occasional Teacher will be paid for a full teaching day provided the Teacher is available to be assigned the same number of periods assigned to the regular classroom Teacher. For this section only, part-time assignments will be pro-rated against the assignment of the regular Teacher being replaced.
- L47.13.4 An Occasional Teacher shall not be assigned to teach more than four (4) periods in a day unless the regular Teacher they are replacing was previously scheduled to work more than four (4) periods.

- L47.13.5 The Occasional Teacher shall have no supervision before commencement of the morning session on the first day of the assignment. The Occasional Teacher shall have no lunch duty on the first day of an afternoon assignment.
- L47.13.6 The Board shall provide each full time Occasional Teacher with an uninterrupted period for lunch free from duties, of at least forty (40) minutes per day.
- L47.13.7 The Board shall reimburse at the Board's current kilometrage/mileage rate each Occasional Teacher for travel between an assignment for the same Teacher involving two or more schools on the same day, within the Board's jurisdiction.
- L47.13.8 The Board shall provide information for each Board-wide Professional Activity Day. Occasional Teachers may participate in any Professional Activity Day on a voluntary basis at their own expense unless Article L47.6.7 applies.

#### L47.14 Just Cause

- L47.14.1 No Occasional Teacher who has successfully served the probationary period shall be transferred or demoted for disciplinary reasons, or disciplined, or discharged, without just and sufficient cause and such cause shall be communicated in writing within five (5) school days.
- L47.14.2 Discipline and disciplinary meetings shall be done in accordance with Article L9 of this Collective Agreement.

#### L47.15 Other Applicable Articles

- L47.15.1 The following Articles of this Agreement shall also apply to Occasional Teachers:
  - Article L1 Recognition & Scope
  - Article L2 Dues Deduction
  - Article L3 Duration of Agreement & Conditions of Amendment
  - Article L4 No Strike or Lockout
  - Article L5 Discrimination & Harassment in the Workplace
  - Article L6 Management Rights
  - Article L9 Discipline & Disciplinary Meetings
  - Article L10 Personnel Files
  - Article L11 Criminal Record Check
  - Article L12 Board/Federation Committees
  - Article L13 Resolution of Disputes
  - Article L23 Termination of Employment
  - Article L26 Pregnancy and Parental Leave
  - Article L38 Workplace Safety & Insurance Act
  - Article L39 Health & Safety



# LETTER OF UNDERSTANDING

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27  
TEACHERS' BARGAINING UNIT

RE: Secondary School E-Learning (Electronically Delivered Curriculum)

The Board and Federation agree the parties shall meet forthwith to develop a protocol for the delivery of E-Learning in the Limestone District School Board, which addresses such issues as:

- Class size for E-Learning credits;
- The process for enrolling a student;
- Workload and worksite issues for the Teacher delivering the e-learning course;
- The job posting process for e-learning;
- The department structure for e-learning
- Supervision credit for Teachers helping students in their home school with course work taken through another site;
- Staffing issues;
- FTE generation;
- Joint Secondary Staffing Committee monitoring of E-Learning credits according to normal procedures of in-school credits;
- The school day and school year for E-Learning; and,
- Other related issues that may arise.

Dated this \_\_\_\_\_ day of January 2009.

For the Board

For the Bargaining Unit

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# LETTER OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27  
TEACHERS' BARGAINING UNIT

RE: Staffing Process

The Board and the Federation mutually agree to establish a Committee with equal representation from each of the Board and Federation to review the existing Staffing Process, including, but not limited to Articles 17, 20, 21 and 22 (now L16, L19, L20 and L21). Items to be addressed by the Joint Committee include, but are not limited to, staffing timelines, School Consolidation/Closure, School to Community staffing and PAR. Any revisions to the Staffing Process will be made by December 2016.

The first meeting of the Joint Committee will occur prior to March 2016.

The Board agrees to commit to transparency within the staffing process at both the Board level and school level.

The Board agrees to inform Teachers of what courses they have been assigned to teach for both first and second semester of the subsequent school year by the end of June, understanding these are subject to change throughout the process.

Dated this 7<sup>th</sup> day of October 2015.

For the Board

For the Bargaining Unit

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# LETTER OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27  
TEACHERS' BARGAINING UNIT

RE: Guidance Teachers, Teacher Librarians &  
Special Education Resource Teachers

Whereas the parties have ratified the Collective Agreement covering the period of September 1, 2008 through to and including August 31, 2012, and whereas the parties have agreed to add the following letter of understanding for further clarification respecting Article 15.5.1 (now L14.2.2) be it agreed that wherein the above noted groups have been assigned six out of eight periods, the parties have agreed that there shall be no increase to the current FTE/assigned staffing levels with respect to Guidance Teachers, Teacher-Librarians, and Special Education Resource Teachers beyond the current staffing levels. As such, no provisions of the current, above referenced, collective agreement require that the Board assign additional sections to these areas for purposes of covering services in these areas during Teacher preparation time.

Minimum requirements for these positions are in accordance with Ministry Standards as per Articles 20.1.4, 20.1.5 and 20.1.6 (now L19.1.4, L19.1.5, L19.1.7) of the Collective Agreement.

Dated this \_\_\_\_\_ day of January 2009.

For the Board

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\_\_\_\_\_

For the Bargaining Unit

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# LETTER OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27  
TEACHERS' BARGAINING UNIT

Re: Student Success Initiatives

The Board and the OSSTF Limestone District 27 Teachers' Bargaining Unit mutually agree that the Joint Secondary Staffing Committee shall meet annually to review and make recommendations regarding the allocation of staff generated from student success initiatives funding, with a view to supporting student success through

- Specifically targeted school based student success leaders
- School based student success initiatives
- Reduced class sizes in applied, workplace, locally developed courses, and academic classes where possible
- Student mentoring
- Teacher mentoring

Recommendations from the above review, in concert with data and recommendations from the Board's Student Success Leader and the Superintendent of Secondary Curriculum, shall be provided to the Superintendent of Human Resources no later than April 30 of each school year to facilitate reporting and accountability to the Ministry of Education regarding the Student Success Initiatives, and for planning and implementation the following school year.

Dated this \_\_\_\_\_ day of January 2009.

For the Board

For the Bargaining Unit

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LETTER OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27  
TEACHERS' BARGAINING UNIT

RE: MSIP

The Board and the Federation agree that commencing September 1, 2008, schools running the five period day incorporating the Multi-Subject Instructional Period (MSIP) will organize such that agreed upon provisions for Teacher workload are not exceeded. The parties further agree that the details will be reviewed annually by the Joint Secondary Staffing Committee.

Dated this \_\_\_\_\_ day of January, 2009.

For the Board

For the Bargaining Unit

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# LETTER OF UNDERSTANDING

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION, DISTRICT 27

RE: Personal Information & Privacy Expectations

The parties agree to meet on or before October 29, 2021 with representatives from Human Resources and Information Technology Services to discuss, on a without precedent and without prejudice basis, the following:

1. The collection and sharing of staff and student personal information.
2. The use of third-party platforms/applications and associated privacy implications.
3. Storage, data access and protection of privacy.
4. Future training opportunities as they relate to the protection of teacher and student data, relevant privacy legislation and general best practices related to the protection of personal information/data.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

For OSSTF

For the Board

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# LETTER OF UNDERSTANDING

Between

LIMESTONE DISTRICT SCHOOL BOARD (the Board)

And

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (the Federation)

**RE: Return to Work/Accommodation Meetings**

The Board and Federation will work collaboratively to support teachers as they return to work after illness or injury, including developing appropriate Accommodation plans. To this end, teachers have the right to Federation representation at any meeting where a return to work and/or accommodation plan is being discussed. The Board will notify teachers of this right and notify the Federation of an employee's participation in a Return to Work and/or Accommodation Plan.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

For the Federation

For the Board

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# LETTER OF UNDERSTANDING

Between

LIMESTONE DISTRICT SCHOOL BOARD (the Board)

And

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (the Federation)

RE: Site-Based Joint Health and Safety Committees Reports

The Board and Federation agree that the Board will provide quarterly Health and Safety reports to the Federation. The reports will include site-based data including, but not limited to the following: school, position, date, incidents of violence, injured body part, a description of the incidents, claim status.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

For the Federation

For the Board

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# MEMORANDUM OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION District 27

The following Agreement will remain in effect until the process of opening Kingston Secondary School is complete. It is agreed by the parties that this Memorandum of Agreement will be removed from the Collective Agreement on August 31, 2019 and will not form part of subsequent Collective Agreements.

Following the announcement of a secondary school closure or Consolidation of schools resulting from the decision of the Board responding to the Central PARC process in 2013, the staffing process as outlined below shall be followed, without precedent and without prejudice, in the year where the new model is implemented.

## Staffing Protocol Secondary School Consolidation

The general principle is that teachers will follow students to their new schools in consideration of their seniority, subject to program needs and teacher qualifications.

Any redundancy following school closure will be dealt with according to Article 20 (now Article L19) of the Collective Agreement.

Should circumstances or situations arise that cannot be addressed by the following processes, they shall be referred to the Joint Secondary Staffing Committee for resolution.

Consolidated School means any of the three schools (LCVI, KCVI, QECVI) where as a result of the decision of the Board, it is the intention to move the student body of one of the schools into one or more of the other schools in the process. This does not include focus programs.

## Determining PAR structure for Consolidated Schools

The Principals of the consolidated school(s) or new school will receive the number of positions of added responsibility from Human Resources and create a proposed structure in consultation with the Joint Secondary Staffing Committee. The final PAR structure of the consolidated school(s) must be endorsed by the Joint Secondary Staffing Committee.

The Entire PAR structure and Lead Student Success positions of the newly consolidated schools or new school will be posted and filled according to Article 17 (now Article L16) of the Collective Agreement.

## Teachers with Positions of Added Responsibility

Given the right under the former Article 23 in the 2012-14 Collective Agreement, Department Heads who lose their position of added responsibility due to school consolidation or closure will have their salary red circled for a period of up to three (3) years or until they are appointed to a position of added responsibility, whichever occurs first.

## School Consolidation

The intent is to accommodate teachers affected by the school consolidation process in order of seniority and qualifications. That is, no staffing decisions should be based in whole or in part on which former school a teacher was teaching. It is understood that less senior teachers at a receiving school may be identified as surplus as a result of the following process. Nothing in this process shall limit or negate entitlement to other staffing provisions in the Collective Agreement such as requests for leave, transfer and/or change in entitlement. The following steps shall be completed prior to the staffing placement meeting.

Steps 1-7 are provided here for clarity and are not intended to change the intent of the collective agreement.

### Step 1 – JSSC meets to review Teacher Allocation for entire Board

The Joint Secondary Staffing Committee shall meet according to Article 13 (now Article L12) of the Collective Agreement.

### Step 2 – Determining FTE of receiving schools

The Joint Secondary Staffing Committee will receive from the Board information detailing the number of students projected for each school and the placement of special programs. Subsequently, the Board will provide the FTE section allocation based on enrolment projections for review by the Joint Secondary Staffing committee prior to allocations being distributed to Schools.

### Step 3 – Staffing of Special Programs

- a) Senior staff of the Board will determine the location of District Programs well in advance of this process commencing (French Immersion, International Baccalaureate (IB), Focus Programs, School to Community etc.). The Principals of the consolidated schools, will determine programming for the school as they normally do using option sheet data (same timeline as all schools).
- b) Teachers of Focus programs that are moved will move for their full entitlement to the school where the Focus Program will be located. (ie: If a focus program only runs for single semester the teacher will have the entitlement of 6 at the new location unless they indicate a preference to remain split. The location of Focus Programs will be determined well in advance of the process commencing.
- c) As a general rule, qualified teachers of French Immersion will follow the French

- Immersion program. Teachers who are qualified and teach in both French Immersion and IB will declare a preference if the programs are split.
- d) If more than one new French Immersion program is established then teachers will have the opportunity to declare their preference of location among newly created French Immersion programs.
  - e) If a French Immersion or IB teacher does not want to remain in either program in the new locations they will need to apply for a voluntary transfer to another location or access the process in step 4.
  - f) The Joint Secondary Staffing Committee will strive to honour preferences, however, the Board reserves the right to place teachers who are qualified in French Immersion or IB in such a way as to ensure the continued viability of both programs.
  - g) Placement will be based on seniority, qualifications and program need to enable programs to be viable without the need to hire where surplus may exist.

#### Step 4 – Teacher Choice of School

Information about program relocation and new school boundaries will be provided in order to inform the following choice.

All teachers of the consolidating school(s) shall be given the choice of the following:

- a) Choose to stay at one of the consolidated schools and indicate in rank order, their preference between the other consolidated schools including schools receiving a newly created French Immersion program.

OR

- b) Choose to transfer to another school in the Board by indicating in rank order the schools to which they wish to go.

#### Step 5 – Compilation of Information for Teachers Displaced

The Board, in consultation with the Joint Secondary Staffing Committee will develop a list of teachers displaced by school closure in order of seniority. This list will include the following information:

- a) Name
- b) Seniority
- c) Entitlement by school
- d) Teaching qualifications
- e) Teaching preferences (program/subjects as indicated on teacher preference form)
- f) Teacher choice of school – Step 4 (in rank order)

Affected staff will have an opportunity to review their information, respecting privacy, prior to finalizing.

## Step 6 – Preliminary Staffing Plan

- a) The Principals shall create a Preliminary staffing plan according to Article 20.4 (now Article L19.4) using the newly created staff entitlement list that have been provided to them by the JSSC. These plans will be reviewed by the Joint Secondary Staffing Committee.

Note: When Principals are assigning positions to staff on their respective lists they will strive to maximize the number of staff assigned to similar roles prior to the school consolidation process. If the number of staff who performed certain roles prior to this process exceeds the positions available, Principals in consultation with Human Resources will determine staff assignments. These assignments and rationale will be provided to the Joint Secondary Staffing Committee if requested for review and input prior to final placements being confirmed by the Superintendent of Human Resources. Teachers assigned to areas for which they are qualified and have not taught for extended periods of time may request subject specific support and professional development.

- b) These plans will be reviewed by the Joint Secondary Staffing Committee at a meeting that includes the Principals of the newly consolidated schools to discuss and resolve any placement and/or program issues that may arise.
- c) The teachers identified as surplus on the Preliminary plan following step 7 b) will be declared surplus as per Article 20 (now Article L19) of the Collective Agreement.

Note: In the year that that this staffing process is invoked the Preliminary Staffing Plan identified above will need to have two iterations. The first will be based on the staffing compliment or existing staff list of teachers with prior entitlement in the school. These plans will be used by the JSSC to determine transfers into schools identified in Step 7. The Principals will then be required to redo the Preliminary staffing plan in step 8 with any new staff that have had their entitlement transferred as per this step.

## Step 7 – Determination of School Staff Entitlement

The JSSC will meet to place teachers to their full entitlement in the closing school(s) based on seniority, qualifications and choice of school. For clarity if a teacher is split between a closing school and another school on those section of entitlement in the closing school will be considered in the process.

Teachers will be given their first choice of school respecting the following limits:

- a) Up to 10% of the FTE complement of any school based on the projected enrollment
- b) Up to 25% of the FTE of any one subject area based on section allocation in preliminary plan.

It is understood that if the limits above can be exceeded by one section in order to accommodate a full entitlement placement. It is also understood that, in addition to the limits above, vacancies on the Preliminary Plan will be available to Transfer of entitlement in this step.

Where the request cannot be accommodated, the Teacher shall be placed at one of the consolidated schools. For greater clarity, a teacher shall not be transferred where all the teachers in that subject are more senior than the teacher requesting the transfer.

**Step 8 – Second Iteration of Preliminary Staffing Plan**

Principals will redo the Preliminary Staffing Plan referenced in Step 6 incorporating newly transferred staff into the plan. An additional week will be provided to the timelines associated with the final staffing plans in the year this staffing process is implemented to allow for time required to conduct this transfer step and the creation of the second version of the preliminary plan.

**Step 9 – Return to Article 20 (now Article L19) – Regular Staffing Process**

The Secondary Staffing process will proceed as per Article 20 (now Article L19) of the Collective Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013

For the Federation:

For the Board:

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IN WITNESS whereof the Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

Limestone District School Board



Chief Negotiator

Director of Education and Secretary to the Board



Date

IN WITNESS whereof the Branch Affiliate has executed this Agreement attested by the authorized representatives of the Teacher Bargaining Unit Members of the Ontario Secondary School Teachers' Federation representing the Teachers employed by the Limestone District School Board:



President, Limestone District 27  
Ontario Secondary School Teachers' Federation



Chief Negotiator

Date