

COLLECTIVE AGREEMENT

BETWEEN

THE DURHAM DISTRICT SCHOOL BOARD

-AND-

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION, DISTRICT 13**



SEPTEMBER 1, 2019 – AUGUST 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

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

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

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

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

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

1. Health Care Professional: The following information should be completed by the Health Care Professional	
Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____

Date of Assessment: dd mm yyyy

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

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

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
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:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):			Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

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

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

**LETTER OF AGREEMENT #12
BETWEEN**

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

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

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

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

data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

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

the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.

- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

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

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

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Article L1.00 – Purpose

- L1.01 It is the purpose of the parties to set forth the Agreement which has been reached between the Board and the O.S.S.T.F. as to the basis of remuneration and certain of the conditions of employment for those teachers defined in Article L3.00.

Article L2.00 – Local Agreement

- L2.01 This Local Agreement shall supersede all previous Local Agreements and shall continue in effect with all clauses, provisions and effects unchanged until such time as this Local Agreement is itself superseded by a new Local Agreement, or is amended by the written agreement of the parties, or is terminated, in accordance with the Labour Relations Act and/or the School Boards Collective Bargaining Act.
- L2.02 In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the Labour Relations Act, there shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement.

Article L3.00 – Recognition

- L3.01 The Board recognizes the O.S.S.T.F. as the exclusive bargaining agent for all secondary school teachers, not including occasional teachers, employed by the Board as teachers, as defined in the Education Act. For purposes of clarification, a teacher who is seconded to the Central Office shall be considered to be a “teacher” for purposes of this Agreement.
- L3.02 Each Party recognizes the right of the other Party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.
- L3.03 Notwithstanding the foregoing, the parties agree that only the terms and conditions of employment listed in paragraph L10.06 of this Local Agreement and applicable Central Terms shall apply to teachers in the Adult Day School, Continuing Education and Home Instruction systems with appropriate changes and modifications as required.
- L3.04 **Probationary Period**
A teacher who is newly hired shall be a probationary employee until he or she has actively worked for a period of one (1) year [i.e. 10 full months of teaching] from date of hire. During the probationary period a teacher’s performance shall be monitored and evaluated in accordance with Board policy. If the Board or its designate determines that the probationary teacher

is not suitable or should not be recommended for continued employment, the teacher shall be so notified in writing, with a copy to the Teachers' Bargaining Unit President of O.S.S.T.F. District 13, at least thirty (30) days prior to the termination of employment or the expiration of the probationary period, whichever occurs first.

L3.05 Teacher Pending Certification

A teacher who is hired to fill a permanent teaching vacancy, who is eligible and has applied for membership in the Ontario College of Teachers and is awaiting acceptance, may be hired to fill such vacancy as "a teacher pending certification", unless such is expressly prohibited by the Ontario College of Teachers, and the following shall apply:

- (a) Prior to the first day worked in the position, a teacher who is pending certification shall provide the Board with documented verification that he or she has graduated from an approved teacher training program and has applied to the Ontario College of Teachers for certification as a teacher under the Education Act. A failure to provide the required verification shall result in immediate termination of the teacher's employment, and the position shall be immediately re-posted.
- (b) A teacher pending certification must have applied for, received and produced to the Board certification with the Ontario College of Teachers by no later than 90 days from the date of hire. The deadline may be extended by mutual agreement in unusual circumstances.
- (c) A teacher pending certification shall have the following entitlements from date of original hire:
 - Benefits, pursuant to Articles L8.00 and C7.00 of the collective agreement;
 - Credit toward his or her probationary period pursuant to paragraph L3.04 of the collective agreement;
 - Sick leave entitlement and top-up credit pursuant to L11.00 and C9.00 of the collective agreement;
 - Deduction and remittance of union dues and levies under Article L16.00; and
 - Pregnancy/Parental leave pursuant to L14.00 of the collective agreement.
- (d) If a teacher pending certification is subsequently granted certification with the Ontario College of Teachers as a teacher as defined under the Education Act, he or she shall have the following entitlements under the collective agreement, to be retroactive to the original date of hire as a teacher pending certification:

- Seniority credit for purposes of Article L4.00;
 - Experience credit for all purposes under Article L6.00, including access to retroactive pay adjustments for qualifications upgrading
- (e) For clarification, a teacher pending certification shall not be eligible for and will not receive the following entitlements:
- Membership in the Ontario Teachers' Pension Plan;
 - Deduction and remittance of Ontario College of Teachers fees except as required by law.
- (f) If a teacher pending certification is denied certification and does not re-apply, or if certification is not granted and produced to the Board as required pursuant to paragraph (b), the teacher's permanent employment as a teacher pending certification shall be terminated, and all entitlements under this collective agreement, including but not limited to benefits, experience and seniority credit, sick leave and probationary period credit, shall cease. Subject to Article L4.00, written verification shall be provided to the Teachers' Bargaining Unit President and the position shall immediately be re-posted.
- (g) It is understood and agreed that it is at all times the teacher's responsibility to notify the Board of any decision of the Ontario College of Teachers or of all changes in status prior to the expiration of the applicable dates, as set out in paragraph (b) above.

L3.06 Where the Board hires a teacher on a Letter of Permission, it will advise the Teachers' Bargaining Unit President of that fact in writing. Where that occurs, and upon written request, the Board shall provide the rationale for hiring the teacher on a Letter of Permission.

L3.07 Criminal Background Checks and Offense Declarations

The Board will collect criminal background checks on its employees in accordance with its policy and procedure as approved on April 18, 2005, and as may be further amended from time to time, in consultation with employee groups.

The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject of a grievance.

Where the Superintendent of Education – Human Resource Services or designate wishes to meet with a member of the Bargaining Unit to discuss a criminal conviction or pattern of behaviour which poses a potential unacceptable risk, the member will be advised of his/her rights to have a Union representative at the meeting. The Superintendent of Education – Human Resource Services or designate shall contact the President of the Bargaining Unit regarding such a meeting.

L3.08 The Union and its members recognize the exclusive right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its management rights with respect to members of this bargaining unit in accordance with the applicable Acts and Regulations of Ontario.

L3.09 The Board recognizes the Union as exclusive bargaining agent on behalf of its members covered by this Agreement in all matters relating to the negotiation, interpretation and administration of this Agreement.

L3.10 Category definitions for the purpose of this Agreement shall be those in the current Certification Plan of the Ontario Secondary School Teachers' Federation or Qualifications Evaluation Council of Ontario Program, provided they are funded by the Provincial Government.

L3.11 Joint Employee Relations Committee

The parties agree to participate in a joint employee relations committee to discuss Board policies, procedures and regulations which deal directly with teachers.

The Committee will consist of a member of the executive of the bargaining unit, another teacher selected by the bargaining unit, the Associate Director - Equitable Education and the Superintendent of Education - Human Resource Services. Subject to any agreement to the contrary, discussions shall not include matters that are under negotiation or matters that are the subject of an active grievance. Discussion of any subject at the Joint Employee Relations Committee shall not preclude the filing of a grievance.

The committee shall meet on a regular basis, normally monthly, or at the call of either Party. Consultation by way of this committee will take place before significant alterations are made to Board policies, procedures and regulations. With the approval of both parties, additional representatives may attend at meetings.

L3.12 Teacher Performance Appraisals

Teacher Performance Appraisals shall be conducted in accordance with the *Education Act*, and the Ministry of Education's most current *Teacher Performance Appraisal Technical Requirements Manual* and the Board's Teacher Performance Appraisals – A Support for Administrators and Teachers. The Board shall consult with the Union prior to making modifications to the Board's Teacher Performance Appraisals – A Support for Administrators and Teachers. Any improvement plan meeting will include the Bargaining Unit President.

L3.13 It is understood and agreed, subject to Service Canada rules, the daily hours of work for a full-time teacher, for E.I. Reporting purposes, shall be recognized as 8 hours.

L3.14 A Teacher shall have the right to OSSTF representation at any meeting which is a part of the Board's attendance support program.

Article L4.00 – Seniority, Surplus, and Job Postings

It is agreed by both parties that this process is completely and absolutely separate from competency evaluations and procedures.

L4.01 Definitions:

- (i) A Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no teacher has been assigned.
- (ii) Displacement is the process by which a teacher declared surplus to a school may displace another teacher with less regional seniority except in a case when the continuation of academic program depends upon the qualifications of the person being displaced. Only a teacher declared surplus may displace another teacher.
- (iii) A Redundant Teacher is a teacher who has been identified as being in excess of the staffing requirements of the Board for the ensuing school year.
- (iv) The Review Committee, for purposes of this Seniority, Surplus, Transfer and Job Postings Process and for the school closure process outlined in Article L4.04, shall consist of the Associate Director - Equitable Education, one other superintendent (or designate) and a principal of The Durham District School Board and the Teachers' Bargaining Unit President, Chief Negotiator and Staffing Officer (or designate) of District 13, O.S.S.T.F.

This Committee shall have the right to review whether the process has been followed including the right, if necessary, to correct the principal's declaration of surplus staff. Any member of District 13, O.S.S.T.F. shall have the right to ask this committee to review any aspect of the transfer, surplus and redundancy process.

The Review Committee does not have the right to change the terms of this process. Decision of the Review Committee shall be by majority vote.

- (v) A Surplus Teacher is a teacher who has been identified as being surplus to a particular school staff for the ensuing school year. The Review Committee will take responsibility for placement of surplus teachers. Assignment recommendations shall be considered by the Review Committee in light of personal profiles of individual teachers prepared by O.S.S.T.F. The Review Committee shall confirm the assignment recommendations and may amend any assignment recommendation if a majority of the committee members agree to the amendment.
- (vi) Intervening Employment is defined as employment other than employment as an Occasional Teacher with the Durham District School Board or as an Occasional Teacher with any other District School Board.
- (vii) Regional Seniority shall mean and be established as follows:
 - (a) Seniority shall commence from the first day of work as a permanent teacher in the secondary panel, excluding unpaid leaves of more than a month or any arrangement where union dues are not deducted.
 - (b) Subject to the above, it is understood that at any school with a modified school year teachers will have their first day of work recognized as the equivalent ordinal (ex. First, second, third, etc.) first day of work in a regular school year calendar.
 - (c) Seniority shall include any and all time while a teacher is on sick leave, Long-Term Disability, pregnancy, parental, family medical/compassionate care, prepaid leaves and leaves with pay where Union dues are deducted.
 - (d) Teaching experience is defined in Article L6.00. Where a tie in seniority exists for the purposes of a declaration of surplus or redundancy, the seniority-ranking shall be determined by considering:

1. first day of work as a permanent teacher in the secondary panel;
THEN
2. total years of teaching experience with the Durham District School Board and its predecessor boards; THEN
3. total years of teaching experience in Ontario; THEN
4. total years of teaching experience in Canada; THEN
5. total years of experience, as recognized for placement on the salary schedule; THEN
6. by the preparation of a point grid.
Those teachers with the higher point rating will be deemed senior to those teachers with a lower point rating.

Point Grid:

OSSTF Certification or QECO Rating	
GROUP 4/A4	50 points
GROUP 3/A3	45 points
GROUP 2/A2	40 points
GROUP 1/A1	35 points

Extra Degrees (as defined in Article L6.00):

First Extra Degree	10 points
Second Extra Degree	5 points

THEN

by lot conducted jointly by the President of the Bargaining Unit and the Associate Director - Equitable Education (or designate).

- (e) A redundant teacher who is hired and accepts employment as a teacher in the elementary panel, shall have the right to return to the secondary panel during the internal postings process and to be subject to the provisions under L4.03 Surplus and Displacement Procedure, until June 30th. Such teachers regain seniority accrued before the transfer to the elementary panel after fulfilling a mandatory bridge period of one year.

Notwithstanding the above, where a teacher would have received greater seniority rights under article 4.01 vii) (a)-(l) of the 2008-2012 collective agreement, those provisions shall be deemed to apply.

L4.02 Initiation of Change:

1. *On the basis of Teacher Application:*

(a) Full-time Teachers

Full-time teachers seeking an alternative teaching assignment should apply directly to any principal who has a posted vacancy.

(b) Part-time Teachers and Eligible Article L10.00 Adult Day School Teachers

Part-time teachers and eligible Article L10.00 Adult Day School Teachers who want to be considered for full-time positions for the following school year must declare their interest in writing to the Associate Director - Equitable Education before the internal round of postings in order to be eligible to apply directly for full-time posted positions after all teachers who have been declared surplus have been placed, as outlined in L4.03 v) and w). An eligible Article L10.00 Adult Day School Teacher shall be defined as a teacher that has taught two (2) courses over at least one (1) term in the previous twelve (12) months.

(c) For any internal/external posting, where the internal applicants' Certificates of Qualification match a job posting, all such internal applicants will be interviewed before external applicants are interviewed. If a short list is created from among these internal applicants, then an internal applicant will be hired. The Union will be notified of the successful candidate and all the applicants.

(d) Upon acceptance of a new position the teacher must notify his/her principal of this fact as soon as possible.

2. *Initiated by a Superintendent; or by a Principal in consultation with a Superintendent; or by a teacher in consultation with the Bargaining Unit President.*

When, it would be in the teacher's professional interest to be transferred, the teacher may be interviewed by the Superintendent of Education/Area. The Associate Director - Equitable Education and Teachers' Bargaining Unit President will discuss reasons for the transfer and possible alternate assignments. Confirmation of the transfer to an alternate assignment, if one can be arranged, shall be given in writing by the Associate Director - Equitable Education to the President of the Bargaining Unit and the Teacher.

L4.03 Surplus and Displacement Procedure

Where projections indicate that a staff surplus may occur because of declining enrolment or program changes,

- (a) The principal shall first examine staff qualifications so as to retain teachers by re-assignment wherever possible.
- (b) Teachers in any given school will be declared surplus by regional seniority. A teacher declared surplus to a school shall be the one with the least regional seniority on that staff, except where the declaration of a surplus teacher would result in the discontinuation of all sections of an academic program.
- (c) The number of teachers declared surplus in the Board must not exceed the total reduction of staff based on the Board's staffing process.
- (d) The teachers to be declared surplus shall be decided by the Associate Director - Equitable Education in consultation with the Teachers' Bargaining Unit President and Chief Negotiator of District 13 O.S.S.T.F., and the principal of each school with surplus teachers, at meetings held during the first week of April.
- (e) Teachers who are declared surplus will be notified no later than the end of the first week of April in a joint communication from the Board and the President of the Bargaining Unit.
- (f) Teachers on leave or secondment are the responsibility of the originating school.
- (g) The teacher's declared subject fields shall be those listed on that teacher's Certificate of Qualification.
- (h) The Board shall maintain a Regional Seniority List and also a Seniority List for each school in accordance with L4.01 vii). These lists shall be provided to the Teachers' Bargaining Unit President as soon as possible.
- (i) By November 1 of each school year, the Superintendent of Education - Human Resource Services shall provide each secondary school with a number of copies of a school Seniority List which contains each teacher's name, school, seniority in years to one decimal point, date of hire, and the teacher's subject fields.

- (j) A teacher has until December 15 of each school year to update or change any information on the Seniority Lists. Notwithstanding that deadline, the Associate Director - Equitable Education, with the agreement of the Teachers' Bargaining Unit President, may update or change any information after December 15 of the school year.
- (k) By February 15 of each school year, the Associate Director - Equitable Education shall provide each secondary school with a number of copies of the final School Seniority List. Notwithstanding this deadline, the Superintendent of Education/ Operations, with the agreement of the Teachers' Bargaining Unit President, may correct the information on this list.
- (l) All complement vacancies will be posted internally in accordance with Article L4.05 prior to internal/external postings, with a copy to the Teachers' Bargaining Unit President.
- (m) Where vacancies in Positions of Responsibility are known they are to be filled by March 31 wherever possible. Vacancies for Positions of Responsibility that become available on or after June 20th shall be appointed on an interim basis for the next school year. These positions shall be reposted in accordance with Procedure 4115.
- (n) By the end of the first week in April of each school year all declarations of surplus teachers will have been made in each school.
- (o) When a displacement is necessary, the Associate Director - Equitable Education shall call a meeting of the Review Committee. Based on regional seniority, the Review Committee will place a secondary school teacher who has been declared surplus in the position of the secondary teacher with the least regional seniority, except where the declaration of a redundant teacher would result in the discontinuation of an academic program in the Board. The Review Committee shall declare which teacher is to be finally displaced. The surplus teacher being placed may waive this right by informing the Associate Director - Equitable Education in writing within two weeks of being informed of the placement. The Review Committee shall make every effort to keep the number of displacements to a minimum.
- (p) The Associate Director - Equitable Education shall be responsible for informing the parties concerned.
- (q) A surplus teacher who has been placed by the Review Committee shall remain eligible to apply for posted complement vacancies.

- (r) Subject to sub-paragraph L4.03 (b), if a position becomes available at a school before June 30, teachers declared surplus including those who have accepted a position in another school, will be recalled to their original school on the basis of seniority, according to Article L4.01 (vii).
- (s) The Associate Director - Equitable Education will provide an internal composite posting on a weekly basis from the time teachers are declared surplus until the time teachers are declared redundant.
- (t) The Review Committee may begin its review of the surplus, redundancy and transfer situation in the Board at any time but it shall begin its review no later than the fourth week of April in any school year. The Committee should make every effort to declare teachers redundant to the Board because of the displacement process as soon as possible after the fourth week of April in any school year. The Review Committee shall meet as needed, on an ongoing basis to assess the appropriateness of all staff changes and make such adjustments as are necessary.
- (u) Should additional staff be allocated after the placement procedure has been completed and before the opening date of the school year, teachers placed by the Review Committee into positions in which they have agreed to assume responsibility for subjects not on their Certificate of Qualification shall have priority in the filling of any such additional positions.
- (v) First priority in placement will be given to those teachers who have been declared surplus. First priority in hiring will be given to those teachers who have been declared redundant. In cases of dispute, the Review Committee shall have the authority to make the placement. Preference in hiring after the surplus and redundant teachers have been accommodated shall be given to teachers eligible in accordance with L4.02 (1b).
- (w) Internal/External postings will not be authorized by the Associate Director - Equitable Education until all redundant teachers have been placed, or until the qualifications of such teachers do not fit, and cannot, by the Review Committee, be made to fit positions open at that time, and part-time teachers and Article L10.00 Continuing Education Day School Teachers have had the opportunity to apply for full- time positions as in L4.02 (1b).

L4.04 School Closure Process

In the event of an announcement of a secondary school closure the President of the Bargaining Unit will be notified and the Review Committee will establish a school closure protocol. Any agreed protocol shall include, but not be limited to, the following:

- (a) Teachers at the closing secondary school will be declared surplus if their seniority is the same or lower than that of the teacher with the highest seniority declared surplus at any other secondary school that year. These teachers will be dealt with according to the established rules within Article L4.00.
- (b) All teachers at the closing school not declared surplus as outlined in (a) above shall have exclusive access to an internal round of hiring in which all vacancies for the following school year will be posted
- (c) No Teacher shall, by reason of school closure, be deprived of the Teacher's rights to placement in a position elsewhere in the system according to Article L4.00.

L4.05 Job Postings Process

- (a) Initial job postings shall be made available in all work places for at least five (5) weekdays as they become known.
- (b) The reasons leading to each vacancy will be shared electronically with the union staffing officer.
- (c) Unsuccessful internal applicants who have been interviewed for a posted position shall be notified after the recommendation of the successful candidate is finalized. In these cases, and upon request, a debriefing will be granted.
- (d) The names of the internal applicants to each job posting shall be shared with the union, including identification of the successful applicant.

L4.06 Options for Permanent Teachers Declared Redundant

Teachers not placed will be declared redundant to the secondary school system by May 31st. The Board shall offer to the teacher any position for which that teacher becomes qualified and that becomes available by October 31 in the same year. The Associate Director - Equitable Education shall inform each teacher in writing that the Board, on written application by the teacher, is prepared to accept the teacher back into the system if a vacancy for which that teacher is qualified occurs during a subsequent two year period

Otherwise, the Associate Director - Equitable Education will inform the redundant teacher of the following options:

- (a) The teacher may elect to delay termination by taking a leave of absence without pay of up to two years. At any time during this two year period, the teacher may reconsider his or her choice and select the termination

benefits in accordance with Article L4.07, by notifying the Superintendent of Education - Human Resource Services or designate in writing.

- (b) Should no vacancy for which the teacher is qualified exist during the period of such leave of absence, the contract shall be terminated upon payment of a termination benefit in accordance with Article L4.07. Acceptance of this termination benefit by the teacher precludes all subsequent Board obligations. The termination benefit shall be based on that teacher's annual salary at the time of being declared redundant.
- (c) A redundant teacher may enter into any other arrangement that is mutually acceptable to the teacher, to District 13, O.S.S.T.F. and to the Director, provided that such an arrangement is approved prior to June 30 and that the Superintendent of Education - Human Resource Services or designate has been notified by the teacher, failing which the teacher shall be entitled to select any other option. The teacher shall be required to notify the Superintendent of Education - Human Resource Services or designate, in writing, of the option selected.

L4.07 (a) Permanent teachers who are declared redundant and released and who are not recalled by January 1 shall be paid termination benefits – three (3) months (30% of that teacher's annual salary).

(b) Termination benefits will be given only once.

L4.08 Notice of Redundancy, Lay Off or Termination

It is understood and agreed that any notice period, including but not limited to notice of lay off, redundancy or termination, under this Collective Agreement or any labour/employment-related statute, includes July and August, or any other non-instructional periods of time between semesters or school years.

L4.09 Review

This procedure is subject to review from time to time at the request of District 13, O.S.S.T.F. or the administration of the Durham District School Board.

Article L5.00 – Discipline and Dismissal

L5.01 The Board may dismiss or discipline in writing for just cause. Written reasons for such decisions will be provided to those affected.

The non-renewal of a secondment, or of a Continuing Education or Home Instruction contract, is not dismissal or discipline.

- L5.02 If a teacher is to be disciplined or dismissed, he or she may request Union representation.
- L5.03 Where a Principal/Superintendent intends to interview a teacher for discipline in writing, the Principal/Superintendent shall notify the teacher in advance of the purpose of the interview in order for the teacher to contact a Union representative to be present at the interview. If the teacher declines Union representation at the discipline meeting, the Teachers' Bargaining Unit President will be advised in advance that the meeting has been scheduled.
- L5.04 At the teacher's request to the Superintendent of Education - Human Resource Services, documents contained in a teacher's personnel file of a disciplinary nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board may remain in a teacher's files.

Article L6.00 - Salary Schedules and Allowances

L6.01 Basic Salary Schedule

Teachers will be placed on the Basic Salary Schedule in accordance with the terms as defined in paragraph L3.10 and Article L6.00 of this Agreement.

Effective August 31, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	48315	50002	53855	56494
1	51189	53152	57452	60451
2	54039	56313	61068	64398
3	56910	59468	64682	68351
4	59760	62634	68290	72296
5	62634	65776	71891	76228
6	65485	68947	75501	80179
7	68351	72092	79116	84135
8	71201	75246	82734	88075
9	74065	78405	86324	92007
10	76914	81553	89942	95960
11	80082	85005	93457	99960

Effective September 1, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	48798	50502	54394	57059
1	51701	53684	58027	61056
2	54579	56876	61679	65042
3	57479	60063	65329	69035
4	60358	63260	68973	73019
5	63260	66434	72610	76990
6	66140	69636	76256	80981
7	69035	72813	79907	84976
8	71913	75998	83561	88956
9	74806	79189	87187	92927
10	77683	82369	90841	96920
11	80883	85855	94392	100960

Effective September 1, 2020

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	49286	51007	54938	57630
1	52218	54221	58607	61667
2	55125	57445	62296	65692
3	58054	60664	65982	69725
4	60962	63893	69663	73749
5	63893	67098	73336	77760
6	66801	70332	77019	81791
7	69725	73541	80706	85826
8	72632	76758	84397	89846
9	75554	79981	88059	93856
10	78460	83193	91749	97889
11	81692	86714	95336	101970

Effective September 1, 2021

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	49779	51517	55487	58206
1	52740	54763	59193	62284
2	55676	58019	62919	66349
3	58635	61271	66642	70422
4	61572	64532	70360	74486
5	64532	67769	74069	78538
6	67469	71035	77789	82609
7	70422	74276	81513	86684
8	73358	77526	85241	90744
9	76310	80781	88940	94795
10	79245	84025	92666	98868
11	82509	87581	96289	102990

L6.02 Rate for Part-time Teachers

A part-time teacher shall be paid at a rate of salary for that teacher's appropriate category placement and appropriate allowances and post-graduate degree(s) as provided in this Agreement, all of which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

As of September 1, 1984, a part-time teacher shall have each year of service recognized as a full year of seniority.

L6.03 Teaching Experience

All full teaching months of experience as a full-time teacher, or pro-rated experience as a part-time teacher, excluding day-to-day supply experience, with a school board operated under the authority of the Acts and Regulations of a Ministry of Education - Province or Territory of Canada, shall be recognized for placement on the "Basic Salary Schedule" up to the maximum.

- (a) For the purposes of this Article, there are two mutually exclusive methods of calculating teaching experience by month. The method of calculation that results in the greater credit to the teacher shall apply.

The two methods shall be as follows:

Method 1 – Calendar Month Calculation

- (i) If a teacher completes a full calendar month of teaching experience, regardless of the number of days of teaching experience in the calendar month, the teacher will be credited

with a 'full teaching month' and an experience credit of 0.1 shall be credited.

- (ii) If a teacher completes one or more partial calendar months of teaching experience, then a sum of the number of days of teaching experience in the partial calendar months will be considered. For every twenty (20) days of teaching experience, the teacher will be credited with a 'full teaching month' and an experience credit of 0.1 shall be credited.
- (iii) If there is a remainder of ten (10) or more days of teaching experience, the teacher will be credited with a 'full teaching month' and an experience credit of 0.1 shall be credited.

Method 2 – Twenty Day Calculation

- (i) For every multiple of twenty (20) days of teaching experience, the teacher will be credited with a 'full teaching month' and an experience credit of 0.1 shall be credited.
 - (ii) If there is a remainder of ten (10) or more days of teaching experience, the teacher will be credited with a 'full teaching month' and an experience credit of 0.1 shall be credited.
- (b) For the purposes of this Article, teaching experience does not include day-to-day supply teaching, or unpaid leaves of absence (including time not teaching while out of sick leave), except where required by law and/or where otherwise specified in this Agreement.
 - (c) For new teacher hires, all full months of teaching experience up to the date of hire shall be used for the purposes of initial placement on the "Basic Salary Schedule". For existing teacher employees, all full months of teaching experience in a school year shall be credited for placement on the "Basic Salary Schedule" at the commencement of the following school year.
 - (d) Provided that no Teacher shall be entitled to accrue more than 1.0 year of teaching experience in any September 1 to August 31 period, each credit course taught in Continuing Education and/or Night School shall count as one-sixth (1/6) years' or 32.33 days' experience.
 - (e) Each credit course taught in Summer School shall be counted as in (d) above. Remedial courses and partial credits will be appropriately pro-rated.

(f) For clarity of calculations in (d) and (e) above:

1 full credit course	= 1/6 school year	= 32.33 days	= 0.167 credit
0.5 credit course or summer school remedial of full credit course	= 1/12 school year	= 16.17 days	= 0.083 credit
Summer school remedial of 0.5 credit course	= 1/24 school year	= 8.08 days	= 0.042 credit

All credits taught through Continuing Education during any September 1 to August 31 period will be recorded by the Principal of Continuing Education to Employee Relations and copied to the Teachers' Bargaining Unit President.

L6.04 Other Teaching Experience

- (a) Teaching experience in a University or Community College shall be recognized under L6.03 (above), where the teacher had a degree and/or was deemed qualified by the institution.
- (b) Teaching experience other than that stipulated in L6.03 or L6.04 (a) may be recognized for placement on the "Basic Salary Schedule" at the discretion of the Director or designate.

L6.05 Placement

- (a) For the purposes of placement on the "Basic Salary Schedule", a full year of teaching experience shall be ten (10) months normally being the months from September to June inclusive. A full semester of teaching shall be recognized as 0.5 years for placement on the grid.
- (b) The calculation of years of teaching experience for salary purposes will be effective on the first day of school each year, and confirmation will appear on the Employee Record Statement distributed to each employee in the fall.

L6.06 Recognition of Related Trade and/or Related Professional Experience

Recognition of teaching experience or related trade or related professional experience (in excess of requirements for basic teaching certification) on the "Basic Salary Schedule" shall be at the sole discretion of the Superintendent of Education - Human Resource Services. The onus shall be on the teacher

to produce satisfactory evidence of teaching experience or related trade or related professional experience, and to provide signed authorization for the Superintendent to contact the employer(s) by telephone or letter to discuss/verify that work experience.

L6.07 Guidelines for Placing Related Trade and/or Related Professional Work Experience as Teaching Experience on the Basic Salary Schedule

- (a) Teachers with related work experience in a trade and/or profession shall be placed on the grid with each year of such experience being equal to one-half year secondary school teaching experience.
- (b) Six (6) months to twelve (12) months of related work experience shall count as one (1) year of related experience for allowance purposes.
- (c) Less than six (6) months of related work experience shall not count toward this allowance.
- (d) Part-time related work experience in a trade and/or profession where the part-time work schedule was equivalent to a 0.5 FTE position or greater shall be treated as equivalent to one-half of the full-time equivalent work experience [i.e., twelve (12) months of 0.5 FTE or better = six (6) months work experience; twelve (12) months in a less than 0.5 FTE position = 0 work experience, etc.].
- (e) If application with supporting evidence of experience which is work related to a subject(s) being taught is submitted to the Superintendent of Education - Human Resource Services at the earliest opportunity, but not later than May 31 of the school year, the Board will adjust the teacher's salary, as of September 1 of that school year.
- (f) The total allowance granted under this section shall not exceed six (6) years of secondary school teaching experience.
- (g) The total of this allowance and the salary computed under Section L6.01 will not exceed the category maximum.
- (h) Experience as an Educational Assistant shall be credited as related professional experience for purposes of advancement on the grid. Credit for this related experience shall be effective from September 1, 2005.

L6.08 Teachers Assigned to Perform Vice-Principal Duties on a Temporary Basis

(a) Day-to-Day Temporary Assignments for an absent Administrator

- (i) Such assignments may be for a partial day or up to ten (10) regular school days, but the total number of such days shall not exceed twelve (12) regular school days per school in any one year.
- (ii) The Associate Director - Equitable Education will provide a written report to the Union on a monthly basis detailing each day-to-day temporary vice-principal assignment with respect to:
 - 1. which teacher filled the vacancy;
 - 2. the date and the duration of the assignment;
 - 3. the school and the administrator replaced;

The report shall remain confidential between the Union and the Board.

(b) Extended Temporary Assignments

- (i) Such assignments must be ten (10) or more consecutive school days, but not longer than ninety-six (96), for purposes other than those set out in L6.08 (a). The Union will be notified in advance of any extended assignments prior to the tenth day.
- (ii) A decision of the board to terminate a teacher's assignment to a vice-principal position shall not be considered disciplinary. Nothing in this Article prevents a teacher from returning to teaching duties within the Bargaining Unit, subject to five (5) school days' notice to the principal.
- (iii) Upon the termination of the temporary assignment, the teacher shall be placed in the teaching position held prior to the assignment unless the position has ceased to exist, in which case the teacher will be placed in a comparable position as may be determined by the Board in consultation with the Bargaining Unit.
- (iv) A teacher assigned for an extended vice-principal assignment lasting a full semester shall result in the hiring of a permanent 0.5 FTE replacement.
- (v) Assignment of a teacher to perform the duties of a vice-principal on a temporary basis, including the decision whether to assign a teacher at all, shall be at the sole discretion of the Associate Director - Equitable Education.

- (vi) The term of the extended temporary assignment referred to above may be extended by mutual agreement between the Board and the Union.

(c) General Provisions

- (i) Subject to the provisions set out below, a teacher who is assigned to replace an administrator as in L6.08 (a) or L6.08 (b), shall continue to be a member of the Bargaining Unit, with all of the rights, privileges and obligations thereof, including but not limited to:
- payment and deduction of union dues and levies;
 - participation in the teachers= benefits plans pursuant to the collective agreement:
 - accrual of bargaining unit seniority in the usual course; and
 - full recognition and credit for teaching experience for the term the teacher is in the position.
- (ii) The terms and working conditions of the vice-principal assignment shall be the same as those of other vice-principals as determined by the Board, including the same protection from personal liability for performance of job duties. It is agreed and understood, however, that teachers assigned to perform these duties shall not discipline other teachers or write or present performance appraisals of other teachers. A teacher assigned to perform vice-principal duties, shall not be considered a "Supervisor" under the Occupational Health and Safety Act.
- (iii) The salary for the teacher assigned to perform vice-principal duties shall be the ordinary starting salary rate for a vice-principal, pro-rated for the period of time of the assignment. The salary for a day-to-day temporary assignment will be calculated as an additional sum equal to the difference between 1/194th of the start rate (Yr. 0) of a secondary vice-principal's annual salary and 1/194th of the teacher's regular annual salary for each partial and full regular school day worked in the assignment.
- (iv) Where a vice-principal vacancy exists, the Board undertakes to attempt to fill the vacancy with a qualified candidate as soon as is practicable.

L6.09 Allowance for Post-Baccalaureate Degrees

- (a) An allowance for a Master's Degree recognized by the Ministry of Education will be paid to a member of the teaching staff in addition to that teacher's salary on the "Basic Salary Schedule". This allowance will

not be applicable if the post-baccalaureate degree is used to determine category placement on the “Basic Salary Schedule” in accordance with Article L3.00 of this Agreement.

	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Master's Degree	\$1,164	\$1,176	\$1,188

- (b) An additional allowance for a second post-graduate degree recognized by the Ministry of Education will be paid to a member of the teaching staff.

	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Second Post-Graduate Degree	\$729	\$736	\$743

- (c) To receive the allowance for (a) or (b) above, the teacher must submit documentation satisfactory to the Director or designate.

L6.10 Special Education Specialist Allowance

Teachers who are earning the Special Education Allowance (effective Sept 1/19 (1%) \$561, effective Sept 1/20 (1%) \$567, effective Sept 1/21 (1%) \$573 or a pro-rated portion thereof) as of June 30, 1993 or who are entitled to the allowance upon scheduled return from leave, continue to receive that allowance for as long as they continue to teach in a Special Education course or programme. The allowance shall not be paid to teachers who begin teaching in a Special Education course or programme on or after September 1, 1993.

L6.11 Allowances for Positions of Responsibility

(a) Facilitators' Allowance

The following allowances shall be paid pro rata for each full month of the school year worked in the position.

	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Facilitator Allowance	\$3,317	\$3,350	\$3,384

(b) Department Head Allowance

Department Head positions shall be in accordance with procedure #4115. The allowance for a Department Head shall remain within the total provincial grant allocation designated for department heads, paid pro rata for the number of regular school days worked in the position during the school year compared to the number of regular school days in the school year calendar.

- (c) The following allowances shall be paid pro rata for each full month of the school year worked in the position.

	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Department Head Allowance	\$3,807	\$3,845	\$3,883

Where two (2) teachers share a Department Head position the allowance paid to each teacher shall be 50% of the Department Head allowance

- (d) A teacher appointed as a department head shall not be considered a "Supervisor" under the Occupational Health and Safety Act".

L6.12 Where authorized in advance by the appropriate Board Official(s), teachers will be reimbursed for required travel at the prevailing Board mileage rate.

Article L7.00 – Method of Payment

L7.01 All salary payments will be by direct deposit as follows:

- (a) Effective for the 2021-2022 school year, salaries will be paid on an even bi-weekly twelve (12) month schedule with payments made on alternate Thursdays. One hundred percent (100%) of salary will be paid by August 31st. The Board shall make available to the Union and its members a pay date schedule on an annual basis.
- (b) Teachers who leave the Board's employ will be paid any salary owing up to and including the last day worked.
- (c) Where a teacher works only part of the school year, the teacher shall be paid a salary in the proportion that the number of days which the teacher works bears to the total number of work days in the school year.

- (d) Teachers will be notified in writing shortly following return to work from a leave where their method of payment has been changed to a daily (per diem) rate or any other adjustment to the regular pay rate or schedule.

L7.02 Retroactive Salary Adjustments for QECO & Experience

1. The Board will adjust the salary of a teacher as of September 1 in any year:
 - (a) if the requirements for placement in a higher salary group are completed before the beginning of school; and
 - (b) if application with supporting evidence is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than the last teaching day in December of that year.
 - (c) If a pending letter is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than the last teaching day in December of that year, then the application will be accepted upon receipt of supporting evidence.
2. The Board will adjust the salary of a teacher as of February 1 in any year:
 - (a) if requirements for placement in a higher salary group are completed before January 31 of that year; and
 - (b) if application with supporting evidence is submitted to the Superintendent of Education – Human Resource Services or designate after the last teaching day in December of the previous year, but before May 31 of that year.
 - (c) If a pending letter is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than the last teaching day in May of that year, then the application will be accepted upon receipt of supporting evidence.

L7.03 Employment Insurance Rebate

Commencing December, 1997, and for each year thereafter, it is agreed that the teachers' share of the Employment Insurance premium reduction rebate will be credited for their benefit in relation to benefit improvements which were negotiated as part of the 1996-98 Collective Agreement.

Upon request of the Union, the Board will provide information summarizing the Teacher share of the annual Employment Insurance premium reduction.

Article L8.00 – Long Term Disability Plans

L8.01 The teachers will assume 100% of the premium rates for the following:

Long-Term Disability

The O.S.S.T.F. District 13 agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deductions and payment under the Long-Term Disability Plan, including but not limited to amount of payment or any denial of claim by the insurer. Long-Term Disability coverage is a condition of employment.

L8.02 A teacher with less than nine (9) years teaching experience shall be eligible to receive a salary allowance equivalent to 70% of that teacher's annual salary rate for the period between the expiration of the sick leave credit and the commencement of the LTD benefits according to the leave plan. The maximum amount payable by the Board to any teacher will be \$8,300. Payment will be subject to receipt of an appropriate medical report.

Article L9.00 – Staffing, Workload and Working Conditions

L9.01 Staff Allocation Committee

The Staff Allocation Committee shall consist of three (3) representatives of the Bargaining Unit and three (3) representatives of the Board.

The Committee shall:

- review by March 31 the student enrolment projections provided by the Principals and the Planning Department;
- allocate the system-wide staff complement to schools;
- review by April 30, May 31, and June 30, and throughout September, fluctuations in student enrolment figures and determine the changes, if any, to the system-wide staff complement and its allocation to schools;
- review by October 15, the September 30 student enrolment statistics, the class size statistics and the teacher utilization reports to balance the Board's system-wide average class sizes and teacher workload provisions;
- This review process will be repeated for the second semester by February 28 based on February 15 statistics.

L9.02 Staff Allocation

To facilitate the allocation of staff, the average class size in each school in each category will be calculated and compared to the corresponding system-wide average class sizes based on the Teacher Utilization Reports of October 31 of the previous year.

Once the total number of staff and the hold back factor have been determined, the Staffing Allocation Committee will meet to allocate staff to schools. The Committee will allocate staff in a manner that eliminates as much as is practical the difference between the school average and the system-wide average class size for each category.

L9.03 Staff Complement

- (a) The minimum base number of teachers (excluding Special Education, ESL, Continuing Education, Grove School and Alternative Attendance Programs) for staffing purposes shall be generated according to the “Credit Corrected Model” for staffing, jointly agreed between the Union and the Board in the Staff Allocation Committee. Upon agreement between the Union and the Board, the “Credit Corrected Model” will be amended from time to time to reflect changes in funding for staffing.

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.

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

- (b) Subject to changes in the funding formula, the minimum base number of teachers shall include a minimum of one and one-tenth (1.1) Library teachers for each thousand (1,000) students, and two and six-tenths (2.6) Guidance teachers for each thousand (1,000) students.
- (c) In addition to the base number of teachers generated in L9.03 (a), the following are generated for the system:
 - (i) The Special Education and ESL complements will be determined by the Staff Allocation Committee based on system needs and available funding from those line items in the funding formula with a base number of 123 FTE Special Education and 9.5 FTE ESL teachers for 2008/2009, which will be adjusted annually in relation

to Special Education and ESL enrolment. The number of Academic Resource teachers generated according to the formula provided by the Special Education department shall be the base number utilized in each school.

- (ii) Relief periods for food school site administration will be in addition to the staff generated in L9.03 (a) above and will be determined by the Staff Allocation Committee based on system needs
- (iii) Two (2) department heads at Continuing Education, five (5) department heads at Grove and one (1) department head at Alternative Attendance, with additional staff based on system needs and available funding, on the understanding that these positions exist only as long as they are self-funded
- (iv) Teachers for new ministry initiatives, where funded.
- (d) System-wide staffing generation will be rounded to the nearest full or 0.5 FTE.
- (e) No teacher shall be declared redundant during the school year in order to achieve complement.
- (f) Should the staff complement on October 31 be below the number generated, the Board agrees to promptly advertise and hire sufficient qualified permanent teachers to satisfy this provision.

L9.04 Class Size Guidelines

The Board and the Bargaining Unit agree that the following maximum class sizes are desirable to promote a positive learning environment.

1. (a) Grades 9 and 10
(Non-Technical)

- Academic (D) 28
- Applied (P) 22
- Essential (E) 16
- Open (O) 25
- Locally Developed 16

(Technical & Practical Family Studies)

- Open (O) 24

(b) Grades 11 and 12
(Non-Technical)

- University (U) 29
- University/College (M) 27
- College (C) 25
- Workplace (E) 16
- Open (O) 25

(Technical & Practical Family Studies)

- University/College (M) 24
 - College (C) 22
 - Workplace (E) 21
 - Open (O) 24
 - Co-operative Education 22
- Out of school component
(Co-op averaged over the
timetable for each individual
teacher)

(c) ESL 16

Student Success

- Non-Credit granting 24
- Credit Recovery 14
- Alternative Attendance Programs 16

Small Class Placement

- Modified Program 16
 - Deaf and Hard of Hearing Program (DHH) 10
 - Multiple Exceptionalities Program (ME) 12
 - Developmental Program 6
 - Practical Learning Program (PLP) 10
 - School Support Program (SSP) 12
 - Structured Learning Class (SLC) 6
 - Transition to Work 12
 - Learning Strategies 16
- (GLE, L-courses, Literacy Course)

2. (a) Multi-level classes shall not exceed the maximum minus two (-2) of the lowest applicable class size level.
- (b) Multi-grade classes shall not exceed the maximum class size numbers in the Class Size Maximum chart, as agreed to by the parties.

- (c) All multi-grade or multi-level courses shall be limited to a combination of two such classes, except in the case of music.
 - (d) Effective September 1 of each year only classes and associated course codes constituted in accordance with Article L9.00 shall be offered. Course codes must be established by June 30 of each school year. Necessary changes associated with new government and/or program initiatives will be discussed with the Union.
3. It is agreed the Computer or CAD courses that carry a “T” code (Tech) shall be considered non-tech courses for purposes of the class size guidelines, but Grade 9, 10, 11 and 12 computer or CAD courses that carry a “T” code (Tech) and include instructional time in an active construction technology shop, transportation technology shop, or manufacturing technology shop shall have a maximum class size as in paragraph L9.04.

4. In-School Workload Review Committee

There shall be an In-School Workload Review Committee in each school, which shall meet outside of class hours.

- (a) The In-School Workload Review Committee shall consist of the Principal, a Vice-Principal, the Branch President or designate from the Branch Executive, and the Branch C.B.C. representative or designate from the Branch Executive. For schools without a vice-principal, the Committee shall consist of the Principal and the Branch President or designate.
- (b) The Committee shall:
 - conduct a September 30 teacher staffing and workload survey, identify and correct any discrepancies between the survey data, the Principals' September 30 Enrolment Report and Board Class Size report as generated by the Operations Department;
 - the Principal shall immediately attempt to correct these identified class size guideline problems;
 - by October 10, the ISWRC shall report any uncorrected class size guideline problems. The report should be signed by the Principal and Branch President, submitted to the Associate Director - Equitable Education and the President of the Bargaining Unit, and forwarded to the Staff Allocation Committee by October 10;

- repeat the process by February 15, to be submitted by February 21.

(c) Additional ISWRC meetings may be arranged if mutually agreed between the Principal and the Branch President.

5. Exceptions to the class size guidelines will be made if necessary for the Music and Physical Education programs and any other exceptions that may be agreed by the teacher affected, the Principal and the President of the Bargaining Unit.

L9.05 Teacher Workload

1. All full-time teachers will be assigned a maximum teaching workload of six (6) courses or course equivalents plus additional professional duties comprised of twenty-five (25) minutes of home room, hall or bus duty, or student and teacher mentoring; and on-calls, lunchroom or other supervision not exceeding an average of forty (40) minutes per week, not including exam weeks.
2. Full periods shall be assigned as three (3) seventy-five (75) minute periods per day.
3. Supervision during exam weeks and for EQAO testing shall be assigned equitably within each school.
4. Tentative Exam and EQAO assigned supervision schedules shall be distributed to teachers no later than one (1) week prior to the start date(s) of assigned supervision.
5. A half-time ($\frac{1}{2}$) teacher shall be assigned a half-time ($\frac{1}{2}$) teaching and supervision workload in the same manner as a full-time teacher.
6. A food school teacher whose assignment requires supervising students throughout the lunch hour on a daily basis will not be required to perform other supervision or on-calls.
7. Subject teachers shall only be required to provide academic programming for students expelled or suspended for the first five school days of the suspension.
8. Where a supply teacher works the assigned duties that were previously scheduled into the assigned schedule of the teacher being replaced by that supply, the absent teacher being replaced will be credited for the scheduled duties.

9. Teacher workload issues shall be discussed at the In-School Workload Review Committee. If unresolved, the matter shall be referred to the Joint Employee Relations Committee for resolution.
10. The Board will replace absent teachers with qualified occasional teachers where possible.
11. Preliminary timetables for all supervision assignments shall be distributed to teachers within the first two weeks of each new semester. Semester supervision schedules will be issued in full.
12. Teachers will receive preliminary assigned teaching timetables for the following school year by the beginning of the June examination period.

L9.06 On-Calls

The Principal of a school may assign one-half ($\frac{1}{2}$) period per school day or one (1) period every second day to a teacher to replace another teacher absent for any reason, to a maximum per teacher of twenty-seven (27) one-half ($\frac{1}{2}$) periods of worked on-calls in a school year. In any event, a teacher may be assigned up to two (2) one-half ($\frac{1}{2}$) periods in excess of the maximum in the event of an emergency.

An on-call is defined as the assignment of a teacher to replace an absent teacher in his or her class, study hall, in-school suspension room, or related duties.

L9.07 Lunch Break

Each teacher shall be scheduled for a lunch break of no less than forty (40) consecutive minutes free from scheduled duties.

L9.08 Study Hall

1. Where a school uses study hall to cover teacher absence, a teacher assigned to a study hall period shall not be required to supervise more than 58 students in a period.
2. Supervision in study hall is limited to taking attendance, distributing handouts to students, and maintaining order. Teachers will not be expected to deliver the curriculum instruction for the lesson.

L9.09 Reporting Cycle

- (a) In addition to the two provincial reports, interim and final, a school may issue a progress report (generally in the 5th or 6th week of semester) and/or a credit endangered report consisting of a software generated (ie. Markbook/Gradebook or equivalent) printout with an aggregate attendance entry, excluding learning skills and comments. Schools may elect to attach a form letter to the printout.

- (b) A Principal shall consult with the teacher where it is reasonably possible to do so prior to the release of an electronic or printed report, other than those specified in (a), to a parent. The teacher will be notified in circumstances where an electronic or printed report was issued without consultation.

Article L10.00 – Continuing Education

L10.01 Definitions:

Adult Day School teachers shall mean teachers teaching credit-bearing courses during the regular school day at Durham Continuing Education, between September and June and those teachers working as a day school guidance counselor at Durham Continuing Education.

Continuing Education teachers shall mean all other contract positions at Durham Continuing Education including night school and summer school.

L10.02 Wage/Salary Schedules

The following shall be the Continuing Education Teachers Salary Schedule (rates/hour):

	Aug 31, 2019	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Continuing Education Rate	45.56	46.02	46.48	46.94

Home Instruction Teachers will be subject to the same hourly rates plus current mileage rates.

The following shall be the Adult Day School Teacher Salary Schedule rates per hour:

Effective August 31, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	41.51	42.96	46.27	48.53
1	43.98	45.66	49.36	51.93
2	46.43	48.38	52.46	55.33
3	48.89	51.09	55.57	58.72
4	51.34	53.81	58.67	62.11
5	53.81	56.51	61.76	65.49
6	56.26	59.23	64.86	68.88
7	58.72	61.93	67.97	72.28
8	61.17	64.64	71.08	75.67
9	63.63	67.36	74.16	79.04
10	66.08	70.06	77.27	82.44
11	68.80	73.03	80.29	85.88

Effective September 1, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	41.93	43.39	46.73	49.02
1	44.42	46.12	49.85	52.45
2	46.89	48.86	52.98	55.88
3	49.38	51.60	56.13	59.31
4	51.85	54.35	59.26	62.73
5	54.35	57.08	62.38	66.14
6	56.82	59.82	65.51	69.57
7	59.31	62.55	68.65	73.00
8	61.78	65.29	71.79	76.43
9	64.27	68.03	74.90	79.83
10	66.74	70.76	78.04	83.26
11	69.49	73.76	81.09	86.74

Effective September 1, 2020

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	42.35	43.82	47.20	49.51
1	44.86	46.58	50.35	52.97
2	47.36	49.35	53.51	56.44
3	49.87	52.12	56.69	59.90
4	52.37	54.89	59.85	63.36
5	54.89	57.65	63.00	66.80
6	57.39	60.42	66.17	70.27
7	59.90	63.18	69.34	73.73
8	62.40	65.94	72.51	77.19
9	64.91	68.71	75.65	80.63
10	67.41	71.47	78.82	84.09
11	70.18	74.50	81.90	87.61

Effective September 1, 2021

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	42.77	44.26	47.67	50.01
1	45.31	47.05	50.85	53.50
2	47.83	49.84	54.05	57.00
3	50.37	52.64	57.26	60.50
4	52.89	55.44	60.45	63.99
5	55.44	58.23	63.63	67.47
6	57.96	61.02	66.83	70.97
7	60.50	63.81	70.03	74.47
8	63.02	66.60	73.24	77.96
9	65.56	69.40	76.41	81.44
10	68.08	72.18	79.61	84.93
11	70.88	75.25	82.72	88.49

The above wage grids includes all elements of compensation including statutory holiday pay, vacation pay, etc. These items are not to be added on top of hourly wage. However, all applicable statutory deductions will apply.

L10.03 Leaves of Absence

Adult Day School teachers are eligible for the following:

(a) Bereavement Leave

Up to five (5) days leave of absence, with pay at the teacher's usual rate, will be allowed to any Adult Day School teacher attending the funeral of a member of said teacher's immediate family. Immediate members of the family to include only the following: spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, and including a person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco-parentis.

(b) Quarantine

Absence, with pay, will be allowed where it is occasioned through: quarantine by a Medical Officer of Health, although the teacher is not ill.

(c) Court Appearances

Jury duty or in response to a subpoena to attend Court, provided the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

L10.04 Sick Leave

The following shall apply to Adult Day School Teachers and Continuing Education Teachers in accordance with Article C9.00, C9.1(f).

Sick leave calculation shall be according to the following formula:

$$\begin{aligned} &11/194 \times \text{F.T.E.} \times \text{days in the contract at full pay of 100\%} \\ &120/194 \times \text{F.T.E.} \times \text{days in the contract at the reduced pay of 90\%} \end{aligned}$$

If there are several consecutive contracts, this calculation shall be cumulative from the first contract in accordance with Part A.

L10.05 Workload

(a) An Adult Day School teacher will be paid for one (1) hour of consultation time for each five (5) hours of instructional time.

(b) Where an Adult Day School teacher teaches more than one class in a day, there will be a maximum of thirty-five (35) F.T.E. students per class, with average daily student contacts of not more than thirty (30) per hour, averaged over the number of classes taught by that teacher in the school year.

L10.06 As referenced in paragraph L3.03, the parties agree that the only Local Terms and conditions of employment which shall apply to Adult Day School teachers, Continuing Education teachers and Home Instruction Programs are those contained in the following Articles/Paragraphs, with appropriate changes and modifications as required:

- Article L1.00 - Purpose
- Article L2.00 – Local Agreement
- Article L3.00 – Recognition
- Article L4.00 – Seniority, Surplus, Transfer and Job Postings (L4.02 1.b-d, L4.03 and L4.05 only)
- Article L5.00 - Discipline and Dismissal
- Article L14.01, L14.02, L14.03 (a, c, d, e, f, g), L14.05
- Article L16.00 - Union Dues and Levy
- Article L17.00 - Grievance Procedure

L10.07 It is agreed that, notwithstanding any other provisions of this Collective Agreement, Continuing Education Teachers and Adult Day School Teachers are employed on a fixed term contract basis, regardless of whether or not they are re-employed in any subsequent semester or session.

L10.08 Right of First Refusal for Durham Continuing Education

- (a) Right of First Refusal shall be defined as the priority afforded to a member in a subject previously taught in the most recent session of the applicable program (Adult Day School, Night School or Summer School). This shall apply to all members whose primary teaching assignments are with the Durham District School Board.
- (b) Any member with Right of First Refusal prior to this agreement shall maintain their subject right in subject(s) where it was previously held.
- (c) A member who elects for an unpaid leave for up to a semester shall retain their Right of First Refusal.
- (d) If a member holds Right of First Refusal in two separate subjects that run concurrently, they shall retain their position of consideration in both subjects and administration will have the right to schedule them accordingly.
- (e) If there is a reduction in available courses in a particular subject, priority will be given to teachers that have taught an offered course more often in the last 12 months. In the event of a tie, priority will be given to the teacher that has taught the greatest number of courses in that program in the last 12 months. If a tie still exists, the principal shall select from among the suitable candidates.

- (f) Where a member is on a statutory leave of absence or is accessing sick leave where appropriate medical documentation is provided through Ability Management, they will retain their right of first refusal.

- (g) Where No Right of First Refusal Exists

In cases where Right of First Refusal does not exist for a subject, it will be offered to qualified Continuing Education Teachers and Adult Day School Teachers who hold the required qualifications.

L10.09 Where a night school or summer school teacher receives less than twenty-four (24) hours notice of cancellation by the Board of a summer or night school course, that teacher shall be offered placement to teach an alternative course if an appropriate vacancy is available and if the teacher is qualified to teach the vacant course, in the opinion of the principal and Associate Director - Equitable Education. Where no such alternative course is available, the Board will pay the teacher for the first class of the cancelled course. The rate of cancellation payment shall be calculated by dividing the teacher's expected payment for the course had it continued by the pre-scheduled hours of the course, multiplied by the number of hours and/or part-hours scheduled for the first class.

L10.10 If, due to unexpected circumstances, an Adult Day School teacher is terminated upon forty-eight (48) hours notice, reasons will be provided to the Superintendent of Operations and the Teacher, upon request.

Article L11.00 – Sick Leave/Short Term Leave and Disability Plan Processes

L11.01 In accordance with C9.00, The Director shall keep a record in which shall be entered the annual sick leave allocations, and deductions therefrom, and in September of each year shall make available to each teacher a statement of the top-up credits as of the previous June 30.

L11.02 In case of dispute with respect to the annual entitlement to sick leave, top-up credits or deductions from sick leave under this system, the grievance procedure provided in Article L17.00 of this Agreement shall be followed.

L11.03 (a) After three (3) consecutive days' absence caused by illness or injury, no leave with pay shall be allowed unless a certificate by a Physician or Dentist is provided to Ability Management certifying to the inability of the teacher to attend to his/her duties.

(b) Notwithstanding subparagraph (a) above, a teacher may be required to produce a certificate of a Physician or Dentist if advised to do so during an absence or prior to an absence. If the request is made on the direction of the Superintendent of Education - Human Resource

Services, it shall be discussed in advance with the President of the Bargaining Unit.

- (c) In cases where the absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of the absence shall be covered by WSIB benefits topped-up to full salary by the Board without deduction from sick leave for a maximum of four years and six months.
- (d) In cases of prolonged absence, longer than 15 days, the Board shall inform the Union of such absence.
- (e) Return to Work/Accommodation
The Board, the Federation, and the member shall develop cooperatively a modified return to work and/or accommodation program. The Member will have Union representation at any meeting where a return to work/ accommodation program is being discussed.

L11.04 Items Not Chargeable to Sick Leave:

- (a) Absence, with pay, will be allowed where it is occasioned through: quarantine by a Medical Officer of Health, although the teacher is not ill; jury duty or in response to a subpoena to attend legal proceedings, provided the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness; writing examinations or attending one's own graduation; attending the graduation of one's spouse or child from a recognized secondary or post-secondary educational institution; or attending the birth, homecoming and associated care arrangements of one's own child. Any such absence shall not be chargeable against the teacher's sick leave or top-up credits.
- (b) Up to five (5) days' leave of absence, with pay, will be allowed to any teacher employed by the Board attending the funeral or attending to the related duties resulting from the death of a member of said teacher's immediate family. Immediate members of the family to include only the following: spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, and including a person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco parentis. These five days will normally be taken consecutively, except in the case of subsequent memorial services.
- (c) One day leave of absence, with pay will be allowed to any teacher employed by the Board attending the funeral of an aunt or uncle or close personal friend.

- (d) A teacher who is not ill but is prevented, by order of his or her physician, from entering a particular school, classroom or other premises of the Board, due to evident or suspected presence of a communicable disease or illness of a temporary nature, shall so inform the Principal, and shall provide, as soon as possible, a medical certificate stating the reason for and period of anticipated limitation. Upon being so notified, the Associate Director - Equitable Education, in consultation with the Teachers' Bargaining Unit President, will arrange appropriate re-assignment of the teacher.

L11.05 1. Special or Compassionate Leave (formerly charged to sick leave)

The Director or designate shall have authority to grant leave of absence, with pay, for periods up to three (3) teaching days, in any one (1) school year, either for special or compassionate reasons.

2. Religious Holidays Leave (formerly charged to sick leave)

With prior notice, at the discretion of the teacher, up to three days leave of absence with pay per school year will be allowed to any teacher employed by the Board for the purpose of observing religious holidays. Eligibility for religious holidays under this paragraph is understood to apply to holy days for any religion which is recognized as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies".

Article L12.00 – Retirement Gratuity Plan

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.

L12.01 A teacher with a minimum of ten (10) consecutive years of service as a teacher with the Board or a predecessor thereof, to the date of retirement shall be granted a gratuity based on the accumulated yearly credits and the highest annual salary during the five (5) years prior to retirement.

L12.02 Only credits earned by the teacher during employment with the Board or a predecessor thereof shall be used in the calculation of the gratuity.

L12.03 Credits will be accumulated as follows:

- (a) Each teacher will be given a credit of two (2) percent for each year of service with the Board or predecessor thereof prior to September 1973
- (b) Commencing in September 1973, a teacher will be given a percentage credit for each year of service with the Board or a predecessor thereof based on the following table:

Sick Leave Credits Unused at the End of Each Individual Year	Percentage Credits to be Added to an Employee's Accumulated Credits at the End of Each Individual Year
20	2.0 Percent
19	2.0
18	2.0
17	2.0
16	2.0
15	2.0
14	1.9
13	1.8
12	1.7
11	1.6
10	1.5
9	1.4
8	1.3
7	1.2
6	1.1
5	1.0
4	0.8
3	0.6
2	0.4
1	0.2
0	0.0

The teacher's accumulated credits at the end of each year shall not be reduced.

- (c) A teacher can accumulate a maximum credit of 50% for service with the Board or a predecessor thereof.
- (d) Teachers who have been absent ten (10) or more consecutive school days in any one (1) year shall be granted a gratuity credit of up to 2 percent in any one (1) year to a maximum of 5 percent at retirement.

- (e) On each occasion where a pregnancy and parental leave has been extended or where a parental leave without a pregnancy leave has been extended, there will be no loss of accumulated retirement gratuity credits.

L12.04 The retirement gratuity plan calculation is based on:

- (a) The total percentage credit in any teacher's account.
- (b) The highest annual salary during the five (5) years prior to retirement.
- (c) Example:
 - (i) Teacher with fifty percent credit accumulation and salary of \$16,000 at retirement:
 $\$16,000 \times 50/100 = \$8,000$
 - (ii) Teacher with 16.5 percent credit accumulation and salary of \$16,000 at retirement:
 $\$16,000 \times 16.5/100 = \$2,640$

L12.05 The Director shall keep or cause to be kept, a record in which shall be entered the credits for each year and the accumulated credits to date. In September of every year each teacher shall receive a statement of that teacher's accumulated credits in the plan as of the previous June 30.

L12.06 It is the responsibility of the teacher to make written application for the retirement gratuity and to submit evidence that the teacher has made application for, and is eligible to receive, a pension from the Ontario Teachers' Pension Plan Board.

L12.07 A part year will be pro-rated.

L12.08 The gratuity will be paid in one (1) sum in the month following retirement if the Board is so advised with two (2) months notice prior to the retirement date, or no later than two (2) calendar months following late notice to the Board. The teacher may request deferment of the gratuity payment to the next calendar year, subject to CCRA legislation, regulations and rulings.

L12.09 In the event of the death of a teacher, either before or after retirement, but before receiving the benefits as provided in this plan, such benefits shall be paid to that teacher's estate.

L12.10 A retiring teacher, as referred to in this plan, is interpreted as being: one who ceased to be employed by the Board, and has made application for, and is eligible to receive a pension from the Ontario Teachers' Pension Plan Board.

- L12.11 The Employee Relations Committee of the Board will give consideration to requests by O.S.S.T.F. on behalf of their individual members who are on Long-Term Disability.
- L12.12 A teacher who retires having received a retirement gratuity from the Board, and who is re-hired to a probationary position with the Board, must re-qualify for retirement gratuity pursuant to paragraph L12.01. Once eligible, the teacher is entitled only to a gratuity credit up to the difference between the maximum 50% gratuity and the percentage gratuity previously paid.

Article L13.00 – Other Leaves of Absence

- L13.01 Applications for leave of absence shall be made in writing to the Associate Director - Equitable Education, as far in advance as possible, and where practicable, three (3) months prior to the time when the leave may be granted.
- L13.02 The Associate Director - Equitable Education may grant a member of staff a leave of absence with pay for stated periods of time for Special or compassionate reasons justifying a longer leave than that provided for in the Sick Leave Plan for Teaching Employees.
- L13.03 Any teacher on leave with pay shall be entitled to 100% credit for the purpose of increment, seniority and teaching experience during the period of the leave and to all employee benefits to which that teacher is entitled unless otherwise provided under this Agreement.
- L13.04 Without Pay
The Associate Director - Equitable Education may grant leave of absence without pay for up to one year, to members of staff, for such purposes as the following:
1. Work Experience [excluding teaching other than occasional teaching];
 2. Special Request
- L13.05 A teacher granted a leave without pay shall not suffer a loss of retirement gratuity, seniority or sick leave top-up credits accumulated to the time of commencement of leave.
- Further, a teacher granted a leave without pay shall be paid a special payment of \$25.00 once, if needed, for Teachers' Pension Plan Board purposes.
- L13.06 The placement of a teacher returning from a leave is subject to the provisions of Article L4.00.

L13.07 The Associate Director - Equitable Education may suggest a deferment of leave if this appears to be in the best interests of the students and the school system.

L13.08 Half-Time Unpaid Leave of Absence

- (a) A permanent teacher shall be granted a half-time unpaid leave of absence, renewable annually, upon written application or renewal notice to the Associate Director - Equitable Education, to be received no later than March 1 immediately preceding the school year for which the leave is being requested or renewed.
- (b) A teacher on half-time unpaid leave of absence will be required to work 0.5 of a regular teaching timetable during the year of the approved leave.
- (c) A teacher on half-time unpaid leave shall be entitled to 100% credit for the purpose of seniority during the period of the leave.
- (d) A teacher who is granted a half-time unpaid leave shall be eligible for salary and allowances, experience credit for salary purposes and sick leave in accordance with Article C9.00, each on a pro-rated basis reflecting the ratio of that teacher's teaching schedule to the teaching schedule of a full-time teacher.
- (e) A teacher granted a half-time unpaid leave shall not suffer a loss of sick leave top-up credits accumulated to the time of commencement of leave.
- (f) Subject to the provisions of Article L4.00, upon the conclusion of a half-time leave, a teacher shall be returned by the Board to a full-time teaching position equivalent to the position s/he held immediately prior to her/his participation in the half-time leave. Equivalent position does not mean placement in the same program.

L13.09 The number of staff on leave at any one time shall be subject to the instructional requirements and the budget allocation for such purposes.

L13.10 Consideration for leaves under this Article will be given to the requirements of the school and program needs for staffing and expertise, as determined by the Associate Director - Equitable Education.

Article L14.00 – Pregnancy/Parental Leave

L14.01 Pregnancy Leave

Pregnancy leave of up to seventeen (17) weeks without pay shall be granted to a teacher who has worked for the Board for at least thirteen (13) weeks as follows:

- (a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the teacher may request.
- (b) Pregnancy leave may commence no earlier than the day that is seventeen (17) weeks before the employee's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier.
- (c) A teacher must give the Board at least two (2) weeks written notice of the date the pregnancy leave is to begin and submit a medical certificate from a legally qualified medical practitioner stating the expected birth date. Teachers are encouraged to provide the Board as much notice as possible for staffing processes.
- (d) The pregnancy leave may end earlier than planned if the teacher gives the Board four (4) weeks written notice before the desired date of return.

L14.02 Parental Leave

Parental leave without pay shall be granted to a teacher who has worked for the Board at least thirteen (13) weeks 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 a pregnancy leave.
- (b) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (c) Parental leave may begin no more than thirty-five (35) weeks after the child is born or comes into the custody, care and control of a parent for the first time. Teachers are encouraged to provide the Board as much notice as possible for staffing processes.
- (d) Where possible, the teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- (e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Board at least four (4) weeks written notice before the desired date of return.
- (f) It is understood and agreed that the teacher will give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.

L14.03 Provisions Applicable to Both Pregnancy and Parental Leaves

- (a) Seniority and credit for teaching experience continue to accrue during pregnancy leave [as defined in L14.01(a)] and/or parental leave [as defined in L14.02(a)].
- (b) A teacher returning from a pregnancy leave or a parental leave in the same school year in which the leave was commenced shall return to the position held prior to the commencement of the leave.
- (c) A teacher returning from a pregnancy leave or a parental leave in a school year subsequent to the year in which the leave commenced shall return to the position held at the commencement of the leave, subject to the provisions of Article L4.00.
- (d) Salary shall be paid in accordance with the proportion of the year taught.
- (e)
 - (i) A teacher who is required to be absent from work because of pregnancy related illness is entitled to sick leave in accordance with Article L11.00 and C9.00.
 - (ii) Notwithstanding (i), a teacher on pregnancy or parental leave is not normally entitled to sick leave, except in accordance with Article L11.00 and C9.00. The teacher will be required to provide the Board with written verification of the actual date of birth within six (6) weeks of the birth. For a claim of sick leave and pay, the Board will require comprehensive medical certification.
- (f) A teacher may be required to submit a written statement of intent to return to work at the end of pregnancy and/or parental leave.

L14.04 Extended Pregnancy/Parental Leave

- (a) A parental leave or combined pregnancy leave and parental leave may be extended without pay up to an additional one (1) year on approval by the Board.
- (b) A teacher on extended leave shall have the option to continue Long-Term Disability premiums which shall continue to be paid 100% by the teacher.
- (c) A teacher may continue on extended leave for the periods of extension set out in L14.04 (a) without loss of sick leave top-up credits accumulated up to the date the pregnancy and/or parental leave commenced in accordance with Part A.

- (d) A teacher may continue on extended leave for the periods of the extension set out in L14.04(a) without loss of seniority or teaching experience accrued as of completion of the parental leave or the combined pregnancy/parental leave.
- (e) Notwithstanding L14.04(d), if a teacher is requested by the Board and the teacher agrees to extend the parental leave, such request and agreement shall be in writing. The teacher shall be credited with seniority and teaching experience to the extent of the agreed leave in accordance with the provisions of the Collective Agreement.
- (f) A teacher returning from an extended leave in the same school year in which the leave was commenced shall return to the position held prior to the commencement of the leave should it remain available.
- (g) A teacher returning from an extended parental leave in a school year subsequent to the year in which the leave commenced shall return to the position held at the commencement of the leave, subject to the provisions of Article L4.00.
- (h) Salary shall be paid in accordance with the proportion of the year taught.

L14.05 Pregnancy Leave Benefits

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

- (f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the 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.
- (l) 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.
- (m) Effective January 1, 2021 and in accordance with the Ministry of Education's B-Memo 2018:B05, the parties agree as follows:

Where an employee who is eligible for the Pregnancy SEB Plan, identified under Part A and Article L14.05, the Board will issue the following top-up payments subject to receiving the appropriate supporting documentation:

Week 1	100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
Week 2-8	The Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.

Week 9-10	After the 8 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular gross pay in any given week.
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Article L15.00 – Leaves for Union Business and Elected Office

L15.01 Leave for Permanent Teachers' Bargaining Unit President of District 13, O.S.S.T.F.

The President of the Permanent Teachers' Bargaining Unit of District 13 shall be entitled to a leave of absence for the duration of the President's term of office without loss of credits. Such teacher shall be entitled to 100% credit for teaching experience during the period of such leave, to the Employee Benefits as provided in paragraph L8.01, and to the benefits described in Article L11.00 and C9.00. The President shall notify the Board whenever sick days are used so the sick leave account and top-up credits can be adjusted accordingly.

L15.02 Conditions of Leave

The leave of absence under paragraph L15.01 shall enable the President to assume a full-time leave to carry out official Union business.

L15.03 Leave for Chief Negotiator, District 13, O.S.S.T.F.

- (a) The Chief Negotiator, District 13, O.S.S.T.F., shall be entitled to a one half-time leave of absence. Only one Chief Negotiator shall be entitled to such leave of absence at one time.
- (b) The leave of absence shall entitle the Chief Negotiator to a one half-time leave of absence as long as the teacher is Chief Negotiator.
- (c) Such teacher shall be entitled to 100% credit for teaching experience during the period of the leave and to the Employee Benefits to which that teacher is entitled as provided in Section L8.01 and to the benefits described in Articles L11.00 and C9.00. The President shall notify the Board whenever sick days are used so the sick leave account and top-up credits of the Chief Negotiator can be adjusted accordingly.
- (d) As required, occasional teachers shall assume the classroom duties resulting from the Chief Negotiator's leave.

L15.04 Other Union Leave for District 13, O.S.S.T.F.

- (a) At the request of the District 13 Executive, additional leaves shall be granted to carry out official Union business to a maximum of two and one half (2.5) full-time equivalent (F.T.E.) leave per school year. Leaves shall only be granted to teachers on a full school year or a full semester basis. Leaves requested for less than 0.5 F.T.E. teacher will only be granted with the approval of the Associate Director - Equitable Education.
- (b) Teachers on such leaves shall be entitled to 100% credit for teaching experience during the period of such leave, to the Employee Benefits as provided in paragraph L8.01, and to the benefits described in Article L11.00 and C9.00. The President shall notify the Board whenever sick days are used so the sick leave account and top-up credits for teachers on such leave can be adjusted accordingly.
- (c) The District 13 Executive shall request such leaves in writing on or before May 31 or December 15, notifying the Board of the names of the teachers for whom it proposes the leave.

L15.05 The Board shall continue to pay full salary and to maintain employee benefits in accordance with paragraph L8.01 and Article L11.00 for the President, the Chief Negotiator and the teacher or teachers on leave under paragraph L15.04. For the first 3.0 FTE of the teacher or teachers on leave under this Article, District 13, O.S.S.T.F., shall reimburse the Board the full cost for employee benefit coverage, the full cost of any monetary payments or benefits payable to the teacher(s) separate and apart from the basic salary schedule and the salary cost of the replacement teacher which shall be defined as the average of the Basic Salary Schedule as of September 30 each year, which will be pro-rated for teachers on leave for less than a normal full-time teaching workload. The average of the Basic Salary Schedule is calculated by adding the salary at all steps of the grid and dividing by the number of steps. For the remaining 1.0 FTE of the teacher(s) on leave under this Article, District 13, O.S.S.T.F., shall reimburse the Board the full cost for employee benefit coverage, the full cost of any monetary payments or benefits payable to the teacher separate and apart from the basic salary schedule and the full salary cost of the teacher's on leave.

L15.06 Leave for Office with Provincial O.S.S.T.F.

The Board agrees to grant leave of absence to any teacher as long as he or she holds elected office with the Provincial O.S.S.T.F. The leave shall be granted on the following conditions:

- (a) The leave of absence is without pay.
- (b) The teacher shall be entitled to continue participation in the Benefits programme by the payment of 100% of the premium or rates.
- (c) The teacher's leave shall be interpreted as continuous service for the purpose of eligibility for Retirement Gratuity Benefits, but no credit will be granted for the period of the leave.
- (d) The leave will be granted without loss of seniority.
- (e) The period of the leave shall not count towards an increment in salary where the person on leave is at a salary position less than maximum.

L15.07 Leave for Elected Offices

The Board agrees to grant leave of absence to any teacher as long as he or she holds Municipal, Provincial or Federal Office. The leave shall be granted on the following conditions:

- (a) The leave of absence is without pay.
- (b) The teacher shall be entitled to continue participation in the Benefits programme by the payment of 100% of the premium or rates.
- (c) The teacher's leave shall be interpreted as continuous service for the purpose of eligibility for Retirement Gratuity Benefits, but no credit will be granted for the period of the leave.
- (d) The leave will not count toward seniority with the Board and shall be subject only to the right of reinstatement at the termination of the leave.
- (e) The period of the leave shall not count towards an increment in salary where the person on leave is at a salary position less than maximum.

L15.08 Time Off for Teacher Bargainers and Other Union Business

Time off with pay shall be granted up to a maximum of eight (8) teachers, as determined by the Bargaining Unit, for the purposes of forming a Bargaining Team.

The Union will reimburse the Board for replacement teacher costs, including salary and statutory benefits, for the time off under this paragraph.

Article L16.00 – Union Dues and Levy

- L16.01 On each pay day on which a teacher is paid, the Board will deduct from his or her pay the regular O.S.S.T.F. Union Dues in accordance with the written direction of the Union, to be received by the Board at least thirty (30) days in advance of an anticipated change. It is understood that SEB payments do not constitute any part of a teacher's pay for purposes of dues deduction.
- L16.02 O.S.S.T.F. dues deducted in accordance with L16.01 above shall be remitted to the attention of the Treasurer of O.S.S.T.F. at its Head Office, on the 15th day of each month following the month in which the deductions were made. The remittance shall be accompanied by a list identifying the teachers from whom deductions were made, their Social Insurance Numbers, their individual salaries for the period, and the amount deducted.
- L16.03 The Board agrees to deduct from each pay cheque of each teacher a local levy, the amount of which will be communicated to the Board in writing by the President of the Bargaining Unit in June of each year for the upcoming year. It is agreed that the amount to be deducted will be an even number in an amount equally divisible by the number of teacher paydays in a school year. The money deducted will be remitted monthly by the Board to the O.S.S.T.F. Durham District 13 office, accompanied by a list of teachers, their individual work location/school numbers, and their personal Social Insurance Numbers (subject to Freedom of Information or other legislative limitations).
- L16.04 Any monies deducted under L16.01 and L16.03 above shall be reflected as a dues deduction on teachers' T4 slips.
- L16.05 The O.S.S.T.F. shall indemnify the Board and save it harmless from all costs, losses, suits, attachments, damages or any other form of liability that may accrue from claims against the Board arising from the deduction or remission of dues and levies, or from the provision of information upon which the Board and the Union may agree in accordance with the foregoing. It is further agreed that the Board is not responsible in any way for reconciling amounts due or deducted, but, upon request by the Union, will correct the future deduction status for a teacher.

Article L17.00 – Grievance and Arbitration Procedure

L17.01 General

In this Agreement, "grievance" means any dispute as to the interpretation, application, administration or alleged violation of the terms of this Agreement.

The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible, and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the time stipulated shall be deemed a withdrawal or settlement of the grievance.

Any time limits fixed herein for the taking of any action in connection with a specific written grievance may be extended by written mutual agreement of the Superintendent of Education - Human Resource Services and the President of the Bargaining Unit.

L17.02 Step I

If a teacher has any grievance, the alleged circumstances of which occurred no more than five (5) regular school days prior to the teacher's request for a discussion, the teacher shall discuss the issue with that teacher's Principal and every effort shall be made to resolve the grievance. The teacher may have the assistance of the President of the Bargaining Unit or Staff Representative if the teacher so desires. This discussion must occur within five (5) regular school days of the submission of the grievance. An answer shall in any case be given to the teacher not later than two (2) regular school days following the discussion. A teacher who does not report to a Principal may, through a recognized officer of the Union, initiate a grievance at Step II.

L17.03 Step II

Should the teacher be dissatisfied with the answer received at Step I, or should the Principal fail to submit the answer within the time stipulated, the teacher, through a recognized officer, may submit the grievance in writing to the Superintendent of Education - Human Resource Services, stating the facts on which the grievance is based and a notation of the sections of the Agreement claimed to have been violated. It shall be submitted no later than ten (10) regular school days following receipt of the answer by the teacher at Step I and, in any event, no later than twenty-three (23) regular school days following the date on which the facts giving rise to the grievance arose.

The Superintendent of Education - Human Resource Services shall convene a meeting no later than ten (10) regular school days following receipt of the grievance. The meeting shall be attended by the Superintendent of Education - Human Resource Services or designate, and any other administrative staff representative the Superintendent of Education - Human Resource Services may choose to be present, together with the President of the Bargaining Unit or designate, and at least one (1) other Bargaining Unit representative. The grievor may attend at the request of either party. The Superintendent of Education - Human Resource Services or designate shall

answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than five (5) regular school days from the date of the meeting.

L17.04 Policy and Group Grievances

- (a) A group grievance on behalf of two (2) or more teachers may be filed by the President of the Bargaining Unit or designate as named in writing to the Board, at Step II of the grievance procedure within eighteen (18) regular school days following the date at which the facts giving rise to the grievance occurred.

The Superintendent of Education - Human Resource Services shall convene a meeting not later than ten (10) regular school days following receipt of the grievance. The meeting shall be attended by the Superintendent of Education - Human Resource Services or designate, and any other administrative staff representative the Superintendent of Education - Human Resource Services may choose to be present, together with the President of the Bargaining Unit or designate, and at least one (1) other Bargaining Unit representative. The grievor(s) may attend this meeting should either party request such attendance. The Superintendent of Education - Human Resource Services or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) regular school days from the date of the meeting.

- (b) A policy grievance may be filed by either the Board or the Bargaining Unit at Step II of the grievance procedure within eighteen (18) regular school days of the incident or circumstances giving rise to the grievance. The parties shall meet within ten (10) regular school days of receipt of the grievance and a written reply shall be provided by the party who has received the grievance within ten (10) regular school days of the meeting.
- (c) A policy or group grievance may be referred to arbitration by the delivery of written notice to the Board of Intent to Arbitrate under paragraph L17.06 after a denial at Step II.

L17.05 Board Grievance

It is agreed that the Board may lodge a grievance beginning at Step II, in the same manner as the Union may file a policy or group grievance, and the same time limits shall apply. Such grievance shall be submitted to the President of the Bargaining Unit, and, if it remains unresolved, may be advanced to arbitration under paragraph L17.06.

L17.06 Arbitration

Should the grievance be unresolved following receipt of the response at Step II, either the Executive of the Bargaining Unit or the Board may submit the grievance to arbitration. The party desiring to proceed to arbitration shall notify the other party of such intent no later than seven (7) regular school days following receipt of the answer at Step II, or from the expiry of the time for giving such answer.

- L17.07 (a) Where a grievance is referred to arbitration, it shall be heard by a single arbitrator (except as provided in L17.07(b)), chosen jointly by the parties. If the parties are unable to agree upon an arbitrator, the parties shall ask the Ontario Ministry of Labour to appoint a single arbitrator.
- (b) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration. The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Ontario Ministry of Labour, upon written application by either party.
- (c) The provisions of paragraphs L17.08, L17.09 and L17.11 related to an Arbitration Board shall similarly apply to a single arbitrator.
- L17.08 The Arbitration Board shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- L17.09 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.
- L17.10 Each of the parties, being the Board and the Bargaining Unit, shall be responsible for an equal share of the fees and expenses of the arbitrator. If a grievance is heard by an Arbitration Board rather than by a single arbitrator, each of the parties, being the Board and the Bargaining Unit, shall be responsible for the fees and expenses of its own nominee, and the parties shall share equally the fees and expenses of the Chairperson.

- L17.11 The decision of the Board of Arbitration shall be final and binding upon the parties to this Agreement. Should there not be a unanimous decision, the decision of the majority shall govern; and if there is no majority, the Chairperson's decision shall govern.
- L17.12 Except by mutual agreement, all meetings in the course of the grievance procedure, other than arbitration hearings, shall be held outside school hours.

Article L18.00 – Self-Funded Leave Plan

- L18.01 The Self-funded Leave Plan (hereinafter called the Plan) exists to enable up to thirty (30) teachers, in any given year, to take a one (1) year leave of absence without pay and to finance this leave through deferral of salary in an agreed upon number of years prior to the date of the leave.
- L18.02 Any teacher having at least three (3) years seniority with the Board shall be eligible to participate in the Plan in accordance with the conditions of this Article.
- L18.03 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:
- (a) Two (2) years deferral of one-third annual salary in each year followed by one (1) year of leave;
 - (b) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave;
 - (c) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave;
 - (d) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.
- L18.04 In each year of the Plan preceding the year of the leave, the teacher will be paid a reduced percentage, in accordance with the terms selected above, of that teacher's regular grid salary plus all allowances. Teacher benefits will be calculated according to the terms of the current Collective Agreement between the Board and the Union based upon the teacher's annual salary rate had the teacher not participated in the Plan.
- L18.05 The provisions of the Plan are subject to the regulations governing the Ontario Teachers' Pension Plan Board and Revenue Canada, which may be amended from time to time.

- L18.06 A teacher returning to duty after leave shall, subject to the provisions of Article L4.00, be reinstated in the same position held prior to the leave with no loss of seniority, allowances or benefits accrued to the commencement of the leave. Seniority shall accumulate during the year of leave. That teacher shall then be paid at the rate of one hundred (100) percent of basic salary schedule, category placement plus allowances in effect for the current year.
- L18.07 Leaves may be deferred for one year under circumstances which do not permit the leave to be taken at the time originally contemplated.
- L18.08 The one (1) year period of leave shall be the period from September 1 to the following August 31 inclusive, or such other twelve (12) month period as may be mutually agreed.
- L18.09 It is understood that the teacher is responsible for and must arrange for payment of all annual fees due to the Ontario College of Teachers during the period of the leave.
- L18.10 Conditions
- (a) By January 15 in any school year, a teacher, qualified as in paragraph L18.02 above, shall submit to the Associate Director - Equitable Education a completed application form for participation in the Plan, setting out the deferral program and the payment option proposed.
 - (b) The Associate Director - Equitable Education shall forward a written acceptance, or denial with explanation, to the teacher by March 1 of the school year in which the request is made.
 - (c) A denial may be appealed to a Committee of three (3), consisting of the Director or designate and one (1) member of the Bargaining Unit and one (1) Trustee. The decision of the appeal committee shall be final.
- L18.11 Following Board approval, the teacher and the Board shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions of this Article. This may be amended by mutual agreement in writing prior to March 1 of any year and in accordance with the terms of the Plan.
- L18.12
- (a) A teacher who applies for a leave and is granted a leave shall have the option of withdrawing from the Plan at any time prior to the leave, up to and including March 1 of the year in which the leave is to commence.
 - (b) A teacher may, for medical reasons, be released from a self-funded leave agreement at any time up to the date the leave begins, with the understanding that this teacher not return to his/her teaching duties until

the semester following the scheduled commencement of the cancelled leave.

- L18.13
- (a) The deposit of all funds retained under provisions of the Plan shall be to the financial institution of the teacher's choice. The teacher shall advise the Comptroller of Finance of this choice by April 15 of the year in which the approval to participate in the Plan is given. Any subsequent change shall be made between the teacher and the financial institution.
 - (b) Once these funds are deposited in the financial institution, the Board assumes no responsibility for the investment or disbursement of any funds belonging to any teacher in this Plan.
 - (c) During the year of the leave the teacher shall arrange with the financial institution a method of repayment of accumulated monies and interest.
 - (d) During the year of the leave the teacher shall retain all benefits which shall be paid 50% by the teacher and 50% by the Board, exclusive of L.T.D., which shall continue to be paid 100% by the teacher. The teacher's share of the cost of benefits shall be paid by automatic debit, and the teacher shall provide the Board with necessary and sufficient information to facilitate and implement that process.
 - (e) Neither the Durham District School Board nor District 13, O.S.S.T.F. accept any responsibility to, or on behalf of participants in the Plan, except as required by law or explicitly stated in this Article.
 - (f) Should any teacher who is enrolled in the Plan leave the employ of the Board, that teacher's enrolment in the Plan shall terminate.
 - (g) During the year of the leave, it will be the teacher's responsibility to make arrangements with the Ontario Teacher's Pension Plan Board to purchase the service credit.

Article L19.00 – General Provisions

L19.01 Copying of Collective Agreement

As soon as possible, after ratification of the Agreement, each member of District 13 OSSTF shall receive an electronic copy of this agreement by email. Upon ratification, each party will be provided with three (3) fully-executed original copies of the Agreement.

L19.02 Relocation Allowance

The Board agrees to pay a relocation allowance of \$700.00 to any teacher, subject to the following conditions:

- (a) Such an allowance shall be paid to any teacher who is asked by the Board or its designate to take another position in another school if the transfer results in a change of residence and takes the teacher from one of the Pickering, Ajax, Whitby or Oshawa schools to one of the four northern schools or vice-versa.

If the transfer does not result in a change of residence, the allowance will only be paid for one such transfer and shall not apply should the teacher subsequently be transferred back to either one of the four northern schools or one of the Pickering, Ajax, Whitby or Oshawa schools as the case may be.

- (b) This allowance shall not be applicable to any teacher who requests and accepts a change in school for personal reasons, or is promoted.
- (c) This allowance shall not be paid to teachers who transfer according to Article L4.00 in order to retain a teaching position with the exception of those teachers transferring to or from Brock High School.

L19.03 Personnel File

- (a) A teacher will have access during normal business hours to his or her personnel file, by prior appointment with the Supervisor of Employee Records and in the presence of the Supervisor of Employee Records or designate. The teacher may request copies of any document contained in this file.
- (b) At the teacher's request, s/he may be accompanied by one other person, who may have access as determined by the teacher.
- (c) A teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
- (d) Where the Board exercises its discretion to amend information in a teacher's personnel file upon receipt of and in response to the submission set out in (c) above, the Board will provide to the teacher a copy of the amended information.

L19.04 Federation Access

District 13, OSSTF may be permitted to carry out Federation business on the Board's premises, without charge, upon request in advance of such activity, and at a location and time determined by agreement between OSSTF District 13 and the Associate Director - Equitable Education.

L19.05 Statistics

The Board will provide the Bargaining Unit with statistical data and information encompassing the current address, qualifications, allowances, salaries and benefits and employment status of teachers, and information regarding teacher timetables and class size by school, for the purposes of collective bargaining and contract maintenance.

L19.06 School Year

The Board agrees that the school year will be no longer than the minimum required by Regulation in the Education Act.

Article L20.00 – Resignation and Retirement

L20.01 A teacher shall notify the Board in writing, of the teacher's intention to resign or retire at least four (4) weeks prior to the date of resignation or retirement. The Teachers' Bargaining Unit President will receive a copy of the Board's acknowledgment of the resignation or retirement.

L20.02 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation or retirement at any time.

Article L21.00 – Staff Meetings

L21.01 All teachers are required to attend a monthly staff meeting at the location they are assigned as scheduled by the Principal. Staff meetings will run for approximately one hour in length. The Principal will send out the meeting dates to teachers for the school year each September.

Article L22.00 – Health and Safety

L22.01 The Board shall provide new and current employees with the appropriate health and safety training to conduct their jobs.

Dated at Whitby, Ontario this 12th day of November, 2020.

For the Board:

For the Federation:

Sheepwash

Phil Kelly

Steph Niells

Shane Searcy

J. K.

Nicole Glean

R. T. Hunt

David [unclear]

B. Kincler

[Signature]

[Signature]

Letter of Intent #1 – Re: Modified School Year

Each school year where a modified school year is implemented at one or more of the Board's schools, the parties shall meet to identify and resolve those issues in the collective agreement which will require amendment in order to implement that program.

Letter of Intent #2

This will confirm that it is the Board's intent, for the life of the Collective Agreement, to ensure that one of the legislated professional development days is jointly run by the Board and the Bargaining Unit.

Letter of Understanding #1 – Re: Health and Safety

Through the Joint Employee Relations Committee, the Board will share with the Union, Board-wide summary data regarding incidents reported through the Safe Schools Incident Reporting Form.

The Board is committed to maintaining the Student Briefs in hard copy in the main office to be accessible by staff. Student Briefs will be communicated to all teaching staff annually and staff will be advised when additions are made for staff to access.

Letter of Understanding #2 – Re: Class Size

The Parties acknowledge the following language consistent with Part A:

- 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.