

**SCOLLECTIVE AGREEMENT  
2019 – 2022**

**BETWEEN**

**THE PROVINCIAL SCHOOLS AUTHORITY**

**AND**

**THE PROVINCIAL SCHOOLS AUTHORITY  
TEACHERS  
(represented by the OSSTF DISTRICT 30)**

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NOTE: Any references to occasional teacher, long term occasional teacher and LTO in Part A – OSSTF Central Agreement are references to the general education sector and in accordance with the *Provincial Schools Authority Act* are not applicable to the Provincial Schools Authority and the Provincial Schools Authority Teachers (as represented by OSSTF District 30).

## **PART A – OSSTF CENTRAL AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C2.4 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 Qualification 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 the local agreement.

Post Participation Date, the following shall apply:

### **C7.2 Eligibility and Coverage**

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

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

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

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

### **C7.3 Funding**

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered

from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

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

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

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

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

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

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

#### **C7.8 Benefits for Daily Occasional Teachers**

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

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

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

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

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

#### **C7.10 WSIB Top-Up**

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

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

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

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

**C8.00 STATUTORY LEAVES OF ABSENCE/SEB**

**C8.1 Family Medical Leave or Critical Illness Leave**

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

**Supplemental Employment Benefits (SEB)**

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



## **C9.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

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

#### **b) Sick Leave Days**

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

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

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

#### **d) Eligibility and Allocation**

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11)

consecutive working days at his/her full FTE without absence due to illness.

- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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

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

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

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

**g) Administration**

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- 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 at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
  - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

#### **C12.00 OCCASIONAL TEACHERS AND PA DAYS**

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

#### **C13.00 PROVINCIAL FEDERATION RELEASE DAYS**

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

#### **C14.00 E-LEARNING**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

### **A. Sick Leave Credit-Based Retirement Gratuities**

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

**B. Other Retirement Gratuities**

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

## APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

☐ Patient is capable of returning to work with no restrictions.

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

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

First Day of Absence:

General Nature of Illness (*please do not include diagnosis*):

Date of Assessment:

dd        mm        yyyy

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

#### PHYSICAL (if applicable)

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

## APPENDIX B – ABILITIES FORM

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
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### 2B: COGNITIVE (please complete all that is applicable)

<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

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

### 3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date:                      dd        mm        yyyy
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4: Recommended date of next appointment to review Abilities and/or Restrictions:                      dd        mm        yyyy	

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



**LETTER OF AGREEMENT #1**  
**BETWEEN**  
**The Ontario Public School Boards' Association**  
**(hereinafter called 'OPSBA')**  
**AND**  
**The Ontario Secondary School Teachers' Federation**  
**(hereinafter called the 'OSSTF')**

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #3  
BETWEEN**

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

**AND**

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

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

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

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

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
  - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
  - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
  - d) All reasonable requests for data related to class size will be shared by both parties.
  - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.

- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

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

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

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

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

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

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

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

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

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

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

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

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

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

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

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

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

**LETTER OF AGREEMENT #7**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

Topics may include but are not limited to:

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

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



**LETTER OF AGREEMENT #8  
BETWEEN**

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

**AND**

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

**RE: Combined Teachers' Bargaining Units**

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

The Parties agree as follows:

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

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

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

**LETTER OF AGREEMENT #9  
BETWEEN**

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

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

**RE: Long Term Disability Administration**

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

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

**A. Enrolment/Eligibility Administration**

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

**B. Premium Administration**

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

**C. LTD Claims Administration**

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

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

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

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

**LETTER OF AGREEMENT #10  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

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

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

**LETTER OF AGREEMENT #11  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

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

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

The intent of the Model is to;

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

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

**LETTER OF AGREEMENT #12  
BETWEEN**

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

**AND**

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

**RE: E-Learning Implementation Committee**

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

**LETTER OF AGREEMENT #13  
BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: E-Learning Alternative Models**

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

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

**LANGUGAE FROM SEPTEMBER 1, 2014 – AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019**

**LETTER OF AGREEMENT #4**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

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

**1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and



- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

## **2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

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

## **3.0.0 ELIGIBILITY and COVERAGE**

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
  - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
  - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

## **4.0.0 FUNDING**

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

- 4.1.1 The Government of Ontario will provide:
  - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
  - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
  - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
  - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be

apportioned to the Boards and the Trust based on the employers' and employees' premium share.

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

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

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

4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

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

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

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

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

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

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
  - i) there is an in-year deficit,
  - ii) that the deficit described in i) is not related to plan design changes,
  - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit.

- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31<sup>st</sup> and March 31<sup>st</sup> of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b),(d),(e) and (f) above will be reconciled to the agreed October 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1

(b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

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

### **5.1.0 Shared Services**

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

### **5.2.0 Board of Trustees' Responsibilities**

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

### **5.3.0 Accountability**

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

### **6.0.0 TRANSITION COMMITTEE**

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

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

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

**LETTER OF AGREEMENT #6**

**BETWEEN**

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

**AND**

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

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

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

**1. PREGNANCY LEAVE BENEFITS**

Common Central Provisions

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

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

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

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

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

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

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.



- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

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

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

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

### **4. Retirement Gratuities**

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

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

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

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

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

*[insert current Retirement Gratuity language from local collective agreement]*

## **PART B - PSAT / OSSTF D30 LOCAL COLLECTIVE AGREEMENT**

### **ARTICLE 1 - DEFINITIONS**

#### **1.1 In this Agreement:**

- (a) Employer - means the Provincial Schools Authority as established under the *Provincial Schools Authority Act*.
- (b) "Union" means the Provincial Schools Authority Teachers as represented by the affiliated association OSSTF.
- (c) Teacher - means a person employed in a school as a Teacher but not as a supervisory officer, a Principal, Vice-Principal or an occasional Teacher and:
  - (i) Who is a member of the Ontario College of Teachers; or
  - (ii) Whose appointment as a Teacher is authorized by the Minister of Education and who is employed by the Employer.
- (d) "School Year" means the minimum number of days required in the Education Act and Regulations inclusive of the maximum number of allowable professional development days.
- (e) "School Day" means a regularly scheduled work day in accordance with the number of days referenced in Article 1.1(d).

### **ARTICLE 2 - RECOGNITION**

- 2.1 The Employer recognizes Provincial Schools Authority Teachers, currently represented by the affiliated associated OSSTF, as the exclusive bargaining agent to represent and negotiate on behalf of the Teachers employed by the Provincial Schools Authority.
- 2.2 Subject to Article 2.1, the Union may be represented by any affiliated association or any duly authorized adviser, agent, counsel, solicitor or representatives, to assist, advise or represent the Union in all matters pertaining to the negotiation and administration of the Collective Agreement.
- 2.3 The Employer may be represented by an affiliated association or any other duly authorized adviser, agent, counsel, solicitor or representative to assist, advise or represent the Employer in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.4 The Employer recognizes the right of the union to conduct meetings at each work site in accordance with the Employer's procedures.

### **ARTICLE 3 - MANAGEMENT RESPONSIBILITIES**

#### **3.1 Employer Responsibilities**

Subject to the provisions of the Agreement, the parties recognize and accept that the Employer is responsible for all matters related to the employment of Teachers, including the responsibility:

- (a) To hire, transfer, promote, or assign;

- (b) To warn, discipline, demote, suspend, or discharge through the Principal or the appropriate supervisory officer, for just cause;
- (c) To select Teachers, through open competition, for positions of responsibility;
- (d) To exercise generally those functions which remain with the Employer in accordance with the provisions of this agreement and in accordance with the Laws, Acts and Regulations pertaining to employment and education in Ontario
- (e) Employer shall not exercise any management rights unreasonably.
- (f) The Employer shall provide a secure location for teachers to store any Employer issued assets such as a laptop, expense card or cell phone outside of the regular school year.
- (g) Where the Employer wishes to create a new format for service delivery, the Employer shall consult with the Union prior to implementation.

### 3.1.1 Non-discrimination/Harassment/Health & Safety

- (a) There shall be no discrimination or harassment practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, same sex partnership status, or disability, as defined in section 10(1) of the Ontario Human Rights Code.
- (b) Issues relating to alleged discrimination or harassment may, at the aggrieved party's option, be determined in accordance with the requirements of the Government of Ontario's Respectful Workplace Policy (Policy to Support a Respectful Workplace and Prevent Workplace Harassment and Discrimination), as amended from time to time.
- (c) The parties recognize the obligations to provide a safe and healthy environment and to carry out all applicable duties and obligations under the Occupational Health and Safety Act and the Education Act.
- (d) There will be one union designated representative that is certified on each Joint Health and Safety Committee.

### 3.2 Ministry Responsibilities

Subject to the provisions of this Agreement, the parties agree that the ministries are responsible for all matters relating to administration in the Employers schools, including the responsibility to determine the number of Teachers to be employed, to convey to the Employer recommendation of positions of responsibility, and such other duties and responsibilities as are outlined in the Acts and Regulations pertaining to education in the Province of Ontario.

### 3.3 Use of Occasional Teachers

- (a) The Employer shall hire an occasional Teacher to perform the duties of a Teacher who is absent. It may not be necessary to employ an occasional Teacher in the situation where:
  - (i) The absence is one-half (1/2) school day or less;
  - (ii) The absence is the result of an emergency (an emergency is an unforeseeable circumstance during school hours);

- (b) No Teacher on a permanent, probationary or replacement contract shall be assigned to provide coverage for any Teacher who is absent except in emergencies. In such circumstance the Principal or Vice Principal shall provide written notice to the In-School Staffing Committee detailing the list of Occasional Teachers contacted and whether the Occasional Teacher did not respond or declined;
- (c) Principals may combine classes in instances where multiple classes are participating in an event and Teachers who are not travelling with students may be assigned the remaining students as long as:
  - (i) The students are in the same division
  - (ii) The assignment does not exceed class size limits
  - (iii) Affected Teachers are notified at least one week in advance.

#### Field Trips

- (d) A Teacher who participates in a field trip that takes the said Teacher away from his/her regular classroom instruction for more than one-half (1/2) of one school day will be replaced by an occasional Teacher where the Teacher's absence would place an undue burden on any other Teacher.

### 3.4 Employer to Provide the Union with Statistics

- (a) The Employer agrees to provide to the Union on or before October 15<sup>th</sup> of each school year, information regarding Teachers covered by this Agreement, indicating Full Time Equivalent (FTE), leave status if greater than thirty (30) calendar days, category level, experience, allowances and total salary. In the event of any subsequent changes in any Teacher's status including, resignation, termination, and dismissal, the Employer shall notify the Union of such changes in accordance with Article 7.15.
- (b) The Employer shall provide an individual teacher's Ontario College of Teachers qualifications in instances when the Union requires such information and requests it.
- (c) The Employer shall provide a written report identifying the number of projected bargaining unit positions for the following school year to the Union by May 31 of each year.
- (d) If, after May 31, the number of bargaining unit positions required is less than what was identified under (c), the Employer will provide a rationale for the change to the Union supported by relevant documents, if any, detailing the modified operational needs.
- (e) Solely for the use of the Union executive or its designees, the Employer shall provide the Union with statistical information necessary for meaningful calculation of cost analyses for the purpose of salary negotiations and Union budgeting.

### 3.5 New Employee Status

#### 3.5.1 All Teachers who are offered and accept employment with the Employer shall be:

- (a) Notified in writing of any recent or proposed changes in complement which could affect their future employment; and

- (b) Provided with an information package that shall include:
    - A printed and bound copy of the current collective agreement
    - Notice of where policies, procedures are located in the workplace
    - Standing Orders of the Correctional Facility (if applicable)
  - (c) Advised that they are a member of the PSAT bargaining unit, which is currently represented by the affiliated associated OSSTF, and provided with the name of the District Officer and District Officer's email address.
  - (d) When a new Teacher is hired for a position in the Provincial Schools Authority, the Employer will forward to the union the name of the Teacher hired, the location and the timetable assigned to that Teacher within 15 days of commencement of employment.
- 3.5.2 (a) a Teacher shall be subject to a probationary period of one year, upon commencement of employment with the Employer.
- (b) Should the probationary Teacher be absent for a total of more than thirty (30) working days during the probationary period, the probationary period will be extended by a period of time equal to the number of working days missed.
  - (c) It is recognized that a lesser standard of just cause i.e. basic procedural fairness, applies to the warning, discipline, demotion, suspension or discharge of a Teacher during their probationary period.
  - (d) At the end of the probationary period, where a Teacher is not discharged pursuant to paragraph (c), they shall be appointed to permanent staff.

### 3.6 Legal Costs

Where, in the performance of his/her duties, the Teacher is charged with assault of a student and the Teacher is found not guilty by the courts, or no determination is made or where charges are withdrawn, the Ministry will pay all reasonable legal costs.

### 3.7 Medical Examinations

Where for reasons of health, a Teacher is frequently absent, unable to perform his/her duties or to attest to the Teacher's fitness to return to work, the Employer may require the Teacher to submit to a medical examination at the expense of the Ministry. The Employer will inform the Teacher of the requirement in writing.

### 3.8 Professional Development Fund

An annual professional development fund shall be established equal to one hundred and fifty dollars (\$150) times the number of permanent and probationary Teachers employed by the Employer as of September 1st of each year. The Employer shall pay the Union the amount of the fund in one instalment on September 30th. The Union shall administer the fund and provide the Employer with an annual statement by June 30th of how the fund was used for the professional development of Teachers over the previous year. The funds shall be used exclusively for the expenses directly related to the professional development of bargaining unit

members. The fund will be expected to meet current Ministry standards with respect to financial management and auditing.

## **ARTICLE 4 - WORKING CONDITIONS**

### **4.1 Teaching Duties**

- (a) Except in emergencies, a Teacher shall not be required to perform duties of other unionized or non-unionized employees of the Employer including but not limited to paraprofessional, lay or janitorial assignments that are not part of the Teacher's regular duties.
- (b) If a Teacher is required to perform a duty which he/she believes impairs his/her professional credibility, he/she may proceed with action based on the requirement that he/she perform teaching duties as outlined under the Education Act and its Regulations.
- (c) With the exception of emergencies and in accordance with all applicable legislation, no Teacher shall be required as part of their normal duties to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury or liability for negligence.
- (d) No Teacher shall be required to evaluate, or report on Teacher performance; or supervise other Teachers.
- (e) Any deviations from a Teacher's regular teaching and supervising duties must be assigned by a Principal.

### **4.2 Right to Inspect File**

- (a) A Teacher and his/her designate if applicable shall have access to the physical personnel file maintained on site in the Human Resource office and/or the personnel file respecting the Teacher that is maintained in the Human Resource Branch of the Ministry responsible for the operation of the school. This access shall be during normal business hours, within ten (10) school days of making a request, and in the presence of the Superintendent or designee and shall occur at the school to which the Teacher is assigned. A Teacher shall be entitled upon request to a copy of any materials contained in his/her personnel file(s).
- (b) At the Teacher's request, he or she may be accompanied by one other person, who may have access as determined by the Teacher.
- (c) If a Teacher disputes the accuracy or completeness of any information in his/her personnel file(s), the Teacher may forward an application form to the Superintendent to have the information corrected. The Superintendent or designee shall notify the Teacher in writing of the decision and the reasons therefore within twenty five (25) school days. A copy of this letter and the application form will be placed in the file(s) and the information in the file(s) will be corrected or amended if applicable.
- (d) A Teacher shall receive a copy of any documentation placed in his/her personnel file(s) which contains information which may be detrimental to the Teacher within ten (10) school days.

- (e) Any letter of reprimand, suspension or other sanction will be removed from the corporate file of a Teacher eighteen (18) months following the receipt of such a letter of reprimand, suspension, or sanction, provided the Teacher's corporate file has been clear of similar occurrences for the past eighteen (18) months.
- (f) Notwithstanding the above, where the letter of reprimand, suspension or other sanction deals with action(s) that have impacted on the safety, well-being and care of students, the letter may remain on file at the discretion of the Employer.
- (g) A Teacher may request and the Employer shall consider removal of documents from the Teacher's personal file(s). Should the Employer not remove documents as requested by the Teacher, the Employer shall notify the Teacher in writing and provide reasons for the decision not to remove.

#### 4.3 Teacher Performance Appraisal

- (a) Teacher Performance Appraisals shall be conducted by a person with Principal's qualifications (Parts 1 and 2) who has managerial responsibility for the school or service in which the Teacher performs his/her duties.
- (b) Teacher Performance Appraisal shall be conducted in accordance with the *Education Act* and relevant legislation and Ministry guidelines as amended.
- (c) If the Principal of a school considers it advisable to do so, he/she may conduct a Teacher Performance Appraisal in a non-evaluation year. If the Principal decides to conduct this appraisal then the Principal will advise the Teacher in writing that he/she will be added to the list of Teachers to be evaluated during the school year and will include reasons for the decision. Except during a Teacher's evaluation year, a Teacher may request a performance appraisal in addition to those required.
- (d) The Employer shall establish appropriate appraisal protocols for the assessment of Teachers who are not routinely in front of students. The Principal or the Principal designate conducting the performance appraisal, shall discuss and confirm in writing the protocol, including the observation date(s) and location(s) and format of the observations with the Teacher at the pre-observation meeting.
- (e) At the request of either the Teacher or the Principal, the Teacher and Principal shall meet to discuss the Performance Appraisal after the Teacher receives a copy of the summative report. At the request of the Teacher, he/she may have a representative of the Union present at such a meeting, in accordance with the Teacher's rights in Article 4.5.
- (f) After a Teacher has received a second consecutive unsatisfactory appraisal, the Union on behalf of the Teacher may grieve both unsatisfactory appraisals.
- (g) A copy of the Technical Requirements Manual "Performance Appraisals for Experienced Teachers and New Teacher/Induction Elements Manual" shall be available for review at each school. Any additional Employer policies and procedures concerning Teacher Performance Appraisal shall be provided to each Teacher being evaluated.

- (h) A Teacher shall be given at least forty-eight (48) hours' notice before a classroom observation.
- (i) Following an unsatisfactory Teacher Performance Appraisal rating, a Teacher shall be allowed a minimum of twenty (20) school days to improve before the next Teacher Performance Appraisal procedure begins.
- (j) Following notification that a Teacher is on review status, the Teacher shall be allowed a minimum of forty (40) school days to improve before the next Teacher Performance Appraisal procedure begins.

#### 4.4 Classroom Visits

- (a) Individual Teacher(s) affected by classroom visits for tours or other demonstration purposes shall be notified by the Principal or designate, no later than the end of the school day prior to the visit.

#### 4.5 Representation

- (a) The Employer will notify the Union and provide regular updates on matters involving Teacher tenure and job security.
- (b) Where a Principal or other Employer representative intends to meet with a Teacher:
  - i) for disciplinary purposes;
  - ii) to investigate matters that may result in disciplinary action;
  - iii) for a formal counselling session with regard to unsatisfactory performance or behaviour; or
  - iv) for any meetings arising from unsatisfactory results in the Teacher Performance Appraisal process outlined in 4.3 above;

The Teacher shall be advised in advance of the purpose of the meeting and the Union will be copied on this notification. The Teacher shall have the right to be accompanied by and represented by a Union representative of the Teacher's choice. At the commencement of such meeting, should the teacher choose to attend without a union representative present, a waiver of representation shall be signed with a copy provided to both parties.

- (c) Where a Teacher wishes to meet with a Principal or other Employer representative for any reason, that Teacher shall have the right to be accompanied by a Union representative of the Teacher's choice. Such representative shall be permitted to attend as an observer only for the purpose of that meeting
- (d) The Employer shall set a time and place for the meeting which is mutually agreeable between the Employer and the Teacher. If a Teacher requests a Union representative to be present at the meeting, the Employer shall allow up to three days from the time of the notice in (b) to consult with and secure Union representation for the meeting. However, where urgency is required, the Employer shall give the Teacher notice so that the Teacher can be represented by a Union representative in person or by teleconference at the time set by the Employer.
- (e) The Principal of the school shall ensure that the Union representative has a suitable



location that will allow for privacy and confidentiality when consulting with members pursuant to (b).

- (f) Only an authorized Union representative shall have standing at any meeting where Article 4.5 applies.

#### 4.6 Elementary Teacher Schedule

- (a) Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes free from assigned duties between the hours of 11:00 a.m. and 1:45p.m.

- (b) An elementary Teacher's workload shall be as follows:

The instructional day shall be three hundred (300) instructional minutes, commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the student's dismissal from school, exclusive of lunch and recess break(s).

For W. Ross Macdonald School, for Monday through Thursday the instructional day shall be three hundred and twenty (320) instructional minutes and for Friday shall be one hundred and sixty (160) instructional minutes, commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the student's dismissal from school, exclusive of lunch and recess break(s).

The Employer shall ensure that no full-time Teacher is required to perform in excess of seventy five (75) minutes of supervision for each five (5) consecutive instructional days. For the purpose of the supervision provisions of the Collective Agreement, supervision time shall be defined as the time a Teacher is assigned to supervise students.

For greater certainty, supervision assignments will be based on the recognition that the safety and well-being of pupils must be assured while the school buildings and playgrounds are open to pupils and may include recess duty, lunch duty, hall duty and bus duty.

In developing class and Teacher timetables, Principals shall regularly schedule the equivalent of two hundred and forty (240) minutes of preparation time during the instructional day, within any period of five (5) consecutive instructional days, free from supervisory, teaching or other assigned duties for each full-time Teacher and shall provide the equivalent of two hundred and forty (240) minutes on a prorated basis for part-time Teachers.

The weekly minutes of preparation time, generated within twenty consecutive instructional days, may be aggregated with the mutual consent of the Principal and Teacher, to provide for meaningful blocks of preparation time for Teachers.

Preparation time shall be used for professional activities as determined by the Teacher and shall be assigned only during the instructional program of each school day. All unassigned time shall be available to Teachers for marking and preparation. The Employer shall schedule preparation time in blocks of not less than twenty (20) consecutive minutes.

Scheduled intervals between classes do not form part of the instructional day and do not count in the calculation of instructional time.

- (c) The provisions in the above Article 4.6 (b) will apply to all Teachers at W. Ross Macdonald Deafblind program.
- (d) It is agreed that the current timetable practice will continue for Teachers at the Ministry of the Solicitor General.
- (e) The IEP for each student shall be completed by a group of Teachers in collaboration with the Special Education Resource Teacher where generated. This team approach shall be used to distribute workload and maximize Teacher expertise. IEP's will be completed in accordance with Ministry policies and procedures and the Principal will assign the workload after consultation with the ISSC and the Special Education Resource Teacher.
- (f) The workload guidelines outlined in this Article shall be pro-rated for part-time Teachers in the same ratio as part-time employment is to full-time employment.

#### 4.6.1 Secondary Teacher Schedule

- (a) Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes free from assigned duties between the hours of 11:00 a.m. and 1:45p.m.
- (b) The following workload is based on seventy five (75) minute periods or equivalent.  
  
Each full-time Teacher shall be assigned a maximum of eleven hundred and twenty five (1125) minutes, but no more than 6.0 instructional periods.  
  
Commencing September 1, 2008, each full-time Teacher may also be assigned up to sixty four (64) half-periods [based on seventy five (75) minutes] or equivalent of Alternative Professional Assignments (APA) during the school year, comprised of either supervision, remediation, student mentoring and Teacher mentoring. Part-time Teacher workload shall be pro-rated.
- (c) A Teacher's timetable shall be established in consultation with the Teacher. Once established the Teacher's schedule shall not be altered without prior consultation with the Teacher.
- (d) All Teachers shall receive tentative timetables for the following school year no later than the last day of the current school year as defined by the school year calendar.
- (e) All Teachers shall receive timetables no later than September 1 for Semester 1 and no later than January 30 for Semester 2. The timetables shall include the courses they are assigned, APAs or supervision time, preparation time or unassigned time, course codes and the number of students in the class, and the length of each instructional time.
- (f) All assigned time, unassigned time, and preparation time, as applicable, shall appear on each Teacher's timetable. All unassigned time or preparation time in accordance with Article 4.6(b) shall be available to Teachers for marking and preparation.

- (g) No Teacher shall be allocated assigned time over a continuous interval exceeding one hundred and eighty seven (187) minutes excluding travel time between periods.
- (h) The IEP for each student shall be completed by a group of Teachers in collaboration with the Special Education Resource Teacher where generated. This team approach shall be used to distribute workload and maximize Teacher expertise. IEP's will be completed in accordance with Ministry policies and procedures and the Principal will assign the workload after consultation with the ISSC and the Special Education Resource Teacher.
- (i) The workload guidelines outlined in this Article shall be pro-rated for part-time Teachers in the same ratio as part-time employment is to full-time employment.

#### 4.6.2 Working Conditions Pre-School Home Visiting Teachers and Resource Consultants

- (a) Full time Pre-school Home Visiting Teachers and Resource Consultants will work thirty six and one quarter (36.25) hours per week on average for each month during the school year. Such time is inclusive of any scheduled staff meetings, service delivery, preparation, travel, report writing or office time. This full time assignment shall be pro-rated for part time Pre-School Home Visiting Teachers and Resource Consultants in the same ratio as part-time employment is to full time employment.
- (b) All Teachers shall complete a monthly log of their work including travel time, service delivery, office times, preparation times, report writing and overnight stays. Teachers shall print and provide a copy of their monthly work log to their Principals as required.
- (c) When travelling Resource Teachers shall be reimbursed for meals and incidental work related expenses in accordance with the Management Board of Cabinet Travel, meal and Hospitality Expenses Directive.
- (d) Each Teacher shall be designated a headquarters. Any travel required in the performance of a Pre-school Home Visiting Teacher and Resource Consultant work will be deemed assigned time. Time traveled to and from the Teacher's residence to his or her designated headquarters is not included.
- (e) Any Pre-school Home Visiting Teachers and Resource Consultant who is authorized to work on a Saturday or Sunday or a day which is normally a holiday will be given the opportunity to take the equivalent time off at a time mutually agreeable between the Principal and the Teacher. If the time cannot be scheduled prior to the end of the school year the Teacher shall receive equivalent compensation under Article 10.2 (b).

#### 4.6.3 Resource Services Staffing Committee

- (a) A Resource Services Staffing Committee will be established. The Committee will be comprised of two (2) Principals and/or Vice-Principals responsible for the Resource Department, up to two (2) Pre-School Home Visiting Teachers and up to two (2) Resource Consultants who are appointed by the union.
- (b) The mandate of the Resource Services Staffing Committee will be to review and monitor staff assignments. The Committee shall meet prior to the end of October and prior to the end of February and at other times upon mutual agreement of the Employer and the Union. Prior to each meeting, the Employer shall provide copies of all Teachers' work logs

as specified in Article 4.6.2(b) to the Union Representative. The Principals will have final authority for approval of workload. Any Teacher who disagrees with their assignment may appeal to the SAC (Staffing Advisory Committee).

- (c) The parties acknowledge that the role of the Committee is advisory and nothing in this Article affects the Employer's rights under Article 3.1 and 3.2.

#### 4.7 Moving Expenses

The Employer may pay moving expenses equivalent to those set out in Part 1 of the Management Board "Relocation Expenses" Directive, where an employee is relocated at the request of the Employer, to a position which is more than forty (40) kilometres away from his/her original position. Expenses incurred because of relocations due to Article 7.14 shall be in accordance with Article 7.14.6.

#### 4.8 Compensation for the Use of a Personal Car

A contract Teacher required to use his/her personal car in the course of his/her duties with the Employer will be paid for kilometres driven in accordance with the terms established by Management Board of Cabinet for the Civil Service. Whenever these rates change, the Employer shall notify every Teacher in writing or electronically within five (5) days of the announced change(s). This notification will include the new rate(s) and the effective date(s).

#### 4.9 Hepatitis B Vaccination

On receipt of a letter from a Teacher's physician indicating that the Hepatitis B vaccination is advisable, the school or facility will reimburse the invoiced cost of such vaccinations.

#### 4.10 Interpreter Services

The Employer shall provide accommodations for American Sign Language (ASL)/English/Langue des signes Québécoise (LSQ)/French interpreter services requested by Teachers in a manner consistent with its obligations under the Human Rights Code.

#### 4.11 Part-time Teachers

A part-time Teacher is entitled to the same rights under the agreement that a full-time Teacher has, except for the following:

##### (a) Salary and Allowances

- (i) A part-time Teacher shall be paid at the rate of salary for his/her category and appropriate allowances for teaching and related experiences and post-graduate degree(s) as provided in this Agreement, all of which shall be pro-rated in the same ratio as part-time employment is to full-time employment.
- (ii) The Authority agrees that a part-time Teacher who works less than a full day shall be informed of his/her salary calculation prior to commencing his/her teaching duties. Such calculation shall be in the same ratio as the Teachers part-time employment bears to full-time employment.

(b) Benefits

A part-time Teacher is not entitled to part-time benefits. A part-time Teacher may elect to purchase the benefit coverage available to a full-time Teacher. If the Teacher makes such an election, the Authority will pay premiums which are pro-rated in the same ratio as that Teacher's part-time employment bears to full-time employment and that part-time Teacher will pay the balance of the premiums.

4.12 Assistive Devices for the Deaf

Effective September 1, 2008 eligible Deaf/Hard of Hearing (HoH) employees shall be entitled to receive a taxable, one-time payment of up to five hundred (\$500) lifetime.

This maximum payment amount shall be available exclusively for reimbursement of costs incurred personally by the employee for the purchase of an electronic mobile telecommunication-enabling device for the employee. It is understood that an employee is entitled to reimbursement only of those costs incurred by the employee over and above any reimbursement available from any other source, including reimbursement from a government plan.

To qualify for this payment, an employee must:

- (a) submit a completed medical form, signed by a legally licensed physician or audiologist, that confirms the employee has a hearing loss severe enough to impede normal use of the telephone even with the use of a hearing aid and a voice-amplified telephone, and would require the use of a TDD/TTY on a long-term basis; and
- (b) provide all necessary receipts/proof of purchase for the electronic mobile telecommunication-enabling device.

**ARTICLE 5 - UNION LEAVE AND DUES CHECK-OFF**

5.1 Union Officials

- (a) Union officials shall be given time off without loss of pay for Employer-Union business to attend joint Employer-Union meetings as described in Article 6.1 (JRC), 6.2 (CTS) and 7.11 (SAC).
- (b) Leave of absence without loss of pay shall be granted by the Employer to members of the Union executive or its designees for the purpose of conducting Union business. The Union shall advise the Employer on September 1<sup>st</sup> and January 1<sup>st</sup> of the dates of its regularly scheduled executive meetings. With the exception of the president, the Employer may refuse, within five (5) school days of the request, to grant a leave under this Article due to operational requirements, including the number of approved leaves already granted for a given day. A leave request under this Article shall not be unreasonably denied. The Union will reimburse the Ministry for the cost of an occasional Teacher.
- (c) An annual leave-of-absence with pay shall be granted to the Teacher who is the District Officer of the Union. The Teacher on this leave-of-absence shall:
  - (i) be granted a full year seniority;

- (ii) accumulate a full year teaching experience;
  - (iii) be entitled to all the benefits as outlined in Article 12 of the agreement;  
and
  - (iv) subject to the promotion, transfer and redundancy provisions of this agreement, the Teacher on leave-of-absence shall return to an equivalent regular position at his/her school as he/she held before the commencement of the leave.
  - (v) If the District Officer of the Union is absent for more than five (5) consecutive school days, then he or she shall be replaced by a member identified by the bargaining unit. The Union will reimburse the Ministry for the cost of an occasional Teacher as required.
- (d) The Union will reimburse the Employer for the cost of the Teacher on leave under Article 5.1(c). The amount to be reimbursed will be equal to fifty (50) percent (%) of the actual placement on the salary grid of the Teacher on leave.
  - (e) Leave of absence without loss of pay shall be granted to up to four members of the Union and the District Officer, who participate in collective bargaining.
  - (f) The Union shall notify the Employer of the names of the Teachers who represent the Union, and the Teachers they are authorized to represent.
  - (g) The union shall notify the Employer seven (7) days in advance of leaves to be taken under (b) prior to leaves being taken. The Bargaining Unit President shall provide seven (7) days' notice in advance of a leave where feasible.

## 5.2 Compulsory Dues Check-off

- (a) Compulsory dues check-off shall be mandatory for all Teachers. The amount to be deducted shall be determined by the Union.
- (b) Dues shall be deducted and returned to the Union in a manner determined by the Union, in consultation with the Employer.
- (c) A similar mechanism for the deduction of Union dues on a pro-rated basis will apply to Teachers whose term of employment commences January 1 or who are employed for less than a full year.
- (d) Requests for exemption from paying dues or levies to the Union for religious convictions or beliefs shall be in accordance with section 52 of the Ontario Labour Relations Act.

## **ARTICLE 6 - COMMITTEES**

### 6.1 Joint Relations Committee

- (a) The Employer and the Union shall establish a committee to be known as the Joint Relations Committee, composed of three (3) representatives of the Employer and three (3) representatives of the executive of the Union. This Committee shall meet at its discretion.
- (b) The mandate of the Joint Relations and its sub-committees shall consist of the following:

- (i) Issues pertaining to or arising from the Collective Agreement;
- (ii) Operation of the joint committee process including the creation of sub committees;
- (iii) Discussion of issues arising from the passing or amending of statutes or regulations that result in changes to the Collective Agreement, which shall be discussed at the first available Joint Relations Committee meeting or earlier with the mutual consent of the co-chairs.
- (iv) Discussion of any potentially surplus teachers and options for maintaining their employment.

## **ARTICLE 7 – STAFFING**

### **7.1 Seniority**

#### **(a) Prior to September 1, 2004:**

- (i) Seniority means the total length of continuous service in the employ of the Employer or its predecessors, including any authorized leaves of absence up to twelve (12) consecutive months. Any period of leave in excess of twelve (12) consecutive months shall not count for seniority purposes. Any period of authorized leave shall not break the continuous status of the period of service.
- (ii) Any Teacher teaching half time or over beginning September 1, 1990, shall be granted a full year's seniority.
- (iii) Seniority shall include part-time service based on the ratio to the total number of days or part days worked in a year, provided such service is less than half-time (1/2).
- (iv) Teachers in the employ of the Employer on August 31, 1994, shall have all service in the employ of the Employer or its predecessors counted for seniority purposes.
- (v) Seniority includes secondments under Article 8.12, and temporary assignments under Article 7.6.

#### **(b) Effective upon ratification and retroactive to September 1, 2004:**

- (i) Seniority for all Teachers means the total length of continuous service as a member of the bargaining unit in the employ of the Employer or its predecessors. Any period of authorized leave, including secondments under Article 8.12, shall not be considered an interruption of continuous service.
- (ii) Any Teacher teaching half time or over shall be granted a full year's seniority.
- (iii) Seniority shall include part-time service based on the ratio to the total number of days or part days worked in a year, provided such service is less than half-time (1/2).
- (c) The Employer will post seniority lists at all the Employer's schools, and will provide a copy to the Union, no later than December 1. A Teacher shall have until January 15 to

query his/her position on the seniority list by stating the reasons for the query, and providing documentation where necessary, to the Employer, who shall review each query and revise the Teacher's placement if this is warranted after consultation with the Union. The revised list shall be posted no later than March 1. The seniority list will contain the name of Teachers in the bargaining unit and their seniority.

## 7.2 Employer Responsibility

It is the responsibility of the Employer, subject to the provisions of this Agreement, to assign Teachers to the schools within its jurisdiction; transfer Teachers from one school to another; and, where necessary, reduce staff in the event that a position becomes redundant.

## 7.3 Selection of a Teacher for a Position of added Responsibility in the Bargaining Unit

- (a) An open competition throughout the Ministry schools will be held in order that qualified Teachers may apply for vacant positions of added responsibility.
- (b) An unsuccessful applicant for a promotion to specific supervisory positions of added responsibility will be notified when the position is filled. An unsuccessful applicant shall, upon request, be granted an interview with an appropriate Employer Representative to discuss the matter, including the reasons why he/she was not successful.

## 7.4 Appointment of a Teacher to an Acting Position of Responsibility in the Bargaining Unit

A Teacher may be appointed to an 'acting status' in a position of added responsibility only under any of the following circumstances:

- (a) if the incumbent is returning to the position;
- (b) if the appointment occurs during the school year and a competition has been held or has been announced;
- (c) if changes in organization are pending within six (6) months and are indicated to the Union;
- (d) Where an acting appointment is known or reasonably known to be three (3) calendar months that are part of the school year or longer, a competition shall be held as provided for in Article 7.3 above to fill the acting position.

## 7.5 Term Appointment of a Teacher to a Position of added Responsibility in the Bargaining Unit

- (a) Where a term appointment to a Position of Added Responsibility is contemplated where no vacancy exists, a proposal must be submitted by the Principal/Superintendent through the Executive Director, to the Staffing Advisory Committee, for agreement, specifying the following:
  - (i) rationale for such term appointment;
  - (ii) term of appointment and conditions of renewal;
  - (iii) process of selection;
  - (iv) any other special conditions.



- (b) If a term appointment to a vacant position of added responsibility is being considered, the provisions of Article 7.3(a) will apply. Such proposal must also be submitted by the Principal/Superintendent through the Executive Director, to the Staffing Advisory Committee, for agreement, specifying the following:
  - (i) rationale for such term appointment;
  - (ii) term of appointment and conditions of renewal;
  - (iii) process of selection;
  - (iv) any other special conditions.
- (c) An unsuccessful applicant for a promotion to a specific position of added responsibility will be notified when the position is filled. An unsuccessful applicant shall, upon request, be granted an interview with an appropriate Employer representative to discuss the matter, including the reasons why he/she was not successful.

#### 7.6 Acting Principal and Vice Principal Positions

- (a) A Teacher may be appointed to a temporary assignment as a Principal or Vice Principal to replace an absent Principal or Vice Principal for a period of not more than one year. A temporary assignment may be extended beyond one year with the consent of the Union.
- (b) A Teacher who is appointed to fill a vacant Principal or Vice Principal position on a temporary basis, is deemed to be on leave from the bargaining unit, and shall retain the right, for a period of one year, to return to the bargaining unit without loss of seniority. A temporary appointment may be extended beyond one year with the consent of the Union.
- (c) A Teacher on a temporary assignment/appointment will continue to pay dues to the Union, and will be covered by the terms of the Collective Agreement related to pensions and insured benefits as well as Articles 3.7, 4.2, 4.7, 7.4, 7.14, 7.16, 7.17, 7.18, 7.21 and 8. Articles 10 and 11 apply as applicable to the temporary position and grievance rights under Article 9 apply only as they relate to the above mentioned Articles. All other terms and conditions of employment will be governed by the new position. No term or condition of employment with the accepting organization may be the subject of a grievance between the Teacher and/or Union and the Employer.
- (d) Upon completion of the temporary assignment/appointment, the Teacher shall return to the same or equivalent position that he/she occupied prior to the temporary assignment/appointment.
- (e) A Teacher on a temporary assignment or temporary appointment pursuant to (a) or (b) above, shall be deemed to have continuous service in the bargaining unit for the term of the assignment/appointment.
- (f) The Employer will backfill the position of a temporarily assigned/appointed Teacher in accordance with Articles 7.14, 7.15, and 7.20. Notwithstanding Article 7.20, should the temporary assignment/appointment end earlier than the agreed upon expiry date, the contract of the replacement Teacher shall be terminated with three weeks notice.
- (g) Acting Principals and Vice Principals will neither discipline nor conduct evaluations under Article 4.3. They will be responsible for working with Teachers in a coach/mentoring

role, including the implementation of performance plans developed by the Teacher, the acting Principal or Vice Principal, and the Principal or Superintendent.

#### 7.7 Creation of New Positions

- (a) In the event that a new position (title) of responsibility not already covered in the Agreement is required within the system for Teachers subject to this Agreement, the creation of the new position and an appropriate allowance shall first be discussed with the Joint Relations Committee established under Article 6.1. Such committee shall report its recommendation(s) to the Employer and the Union within fourteen (14) days. The Employer and the Union shall consider the recommendation with respect to the creation of the new position and allowance.
- (b) If no agreement is reached through negotiations, the dispute may be determined by mediation as per Article 9.9 and/or arbitration as per Articles 9.8 or 9.11.

#### 7.8 Voluntary Termination of Employment

The parties agree that a Teacher must notify the Employer at the earliest opportunity when he/she plans to resign or retire. Accordingly, where a Teacher intends to terminate her/his employment with the Employer for any reason, including resignation or retirement:

- (i) The Teacher shall give not less than twenty (20) school days' notice.
- (ii) When the Teacher intends to resign or retire at the end of the current school year, then the Teacher shall give notice on or before May 31<sup>st</sup>.
- (iii) Any Teacher who resigns from a resource position shall be asked to submit outstanding expenses and have all pre-approved expenses paid within sixty (60) days of their resignation.
- (iv) The Employer, upon request of a Teacher who resigns, shall invite the Teacher to an exit interview to be conducted by the Human Resources Manager or Human Resources designate.

The Employer may waive the notice requirements under (i) or (ii).

#### 7.9 Class Size

- (a) The class size provisions shall be published in Ministry schools. Class size maximum shall not be exceeded without the prior consent of the Union.
- (b) Students will be placed in the appropriate class size in accordance with their IPRC identification.

If a Teacher believes that a student's needs would be better met in a different class size then the Teacher may discuss this matter with the Principal. If following the discussion the Teacher is not satisfied with the outcome then the final determination will be made by the Superintendent.

- (c) Class sizes shall be as per the following:

##### (i) Schools for the Deaf

##### Grades

Junior Kindergarten

##### Class Size

Up to 4

Senior Kindergarten	Up to 4
I to 6	Up to 6
7 to 9	Up to 8
10 to Graduating Class	Up to 8
Communication Exceptionality (Autism)	Up to 4
Multiple Exceptionalities/SIP	Up to 4

#### Kindergarten and multiple exceptionalities

In kindergarten and multiple exceptionality classes the maximum pupil to instructional staff ratio shall be four to one (4:1). For the purposes of calculating this ratio, a Teacher shall have a weighting factor of one (1.0) and a classroom assistant or school aide shall have a weighting factor of 0.5. Only one classroom assistant or school aide per class shall be counted for purposes of determining the pupil to staff instructional ratio.

#### (ii) Schools for the Blind

<u>Grades</u>	<u>Class Size</u>
Primary	Up to 6
Junior and Intermediate	Up to 8
Secondary	Up to 10
Deaf/Blind	Up to 3
Multiple Exceptionalities/SIP	Up to 5

#### (iii) Special individualized Program

In the special individualized program, the maximum pupil to instructional ratio shall be five to one (5:1). For the purpose calculating this ratio Teacher shall have a weighting factor of one (1.0) and a classroom assistant or school aide weighting factor of 0.5. Only one classroom assistant or school aide shall be counted for purposes of determining the pupil to staff ratio.

#### (iv) Physical Education Classes

Where physical education classes are combined, the maximum Teacher pupil ratio shall be maintained. For the purpose of calculating this ratio, a Teacher shall have a weighting factor of one (1.0) and a classroom assistant or school aide shall have a weighting factor of 0.5.

### 7.10 Component Staffing

- (a) Each Secondary School shall be assigned .17 FTE guidance Teacher for every twenty five (25) students or a major portion thereof.
- (b) There shall be a minimum of four (4) FTE assigned as Student Success Teachers system-wide.
- (c) The schools shall assign a minimum of three (3) FTE as an American Sign Language (ASL) / Langue des signes Québécoise (LSQ) Teacher system wide. The FTEs will be equitably distributed amongst all schools for the deaf based on student enrolment.
- (d) W. Ross Macdonald School for the Blind shall have a minimum of one (1.0) FTE assigned to teach Braille and/or to support access to alternate format materials.
- (e) Each elementary school for the deaf shall assign a minimum of 0.5 FTE Oral Language Teacher.
- (f) There shall be a minimum of one (1.0) FTE Educational Coordinator/Head of Organizational Unit for every twenty-five (25) FTE Teachers or a major portion thereof. It is understood that these appointments will be for a term of three (3) years.
- (g) The following schools shall assign a minimum of 0.5 FTE Special Education Resource Teacher (SERT); Robarts School for the Deaf; W.R. Macdonald School for the Blind; E.C. Drury Elementary School; E.C. Drury Secondary School; Sir James Whitney School for the Deaf; Centre Jules-Léger

#### 7.11 Staffing Advisory Committee (SAC)

- (a) There shall be a Staffing Advisory Committee (SAC). The Staffing Advisory Committee shall be composed of six (6) members: three (3) representing the Union of which one shall be the President, and three (3) representing the Employer of which one shall be the Executive Director or designate. The Committee shall meet within 6 weeks of a written request from either party, to a limit of three (3) times per academic year.
- (b) The Staffing Advisory Committee (SAC) shall perform the following duties:
  - (i) administer the staffing formula as it pertains to the allocation of staff required to implement the provisions of Articles 4.6, 7.9 and 7.10;
  - (ii) provide a copy to each ISSC of staffing allocations for each school;
  - (iii) provide a copy to each ISSC relevant parts of the Collective Agreement that pertain to staffing and working conditions;
  - (iv) meet with an ISSC via video conferencing, where applicable, at the request of the ISSC, the Principal and/or designate, the Union President, the Director or designate, or the SAC;
  - (v) review, monitor and make recommendations regarding working conditions of Teachers;
  - (vi) review, monitor and ensure that the application of transfer, surplus and redundancy procedures are properly followed;

- (vii) annually monitor, review and set system-wide parameters for the Alternative Professional Assignments;
- (c) If the SAC cannot achieve agreement over an issue, the Union recognizes the Executive Director or designee's right to make a final decision. If in the opinion of the Union such a decision is a violation of the Collective Agreement or directives from the SAC, the Employer recognizes the Union's right to grieve.
- (d) Within the terms and conditions set out in this agreement, it is the responsibility of the Principal subject to the approval of his/her Superintendent(s), to organize the school to best meet the educational needs of the students in that school.

#### 7.12 In-School Staffing Committees (ISSC)

- (a) An In-School Staffing Committee (ISSC) shall be established in each of the following schools:
  - Robarts School for the Deaf
  - W. Ross Macdonald School for the Blind
  - W. Ross Macdonald School for the Deafblind
  - E. C. Drury Elementary School
  - E. C. Drury Secondary School
  - Sir James Whitney School for the Deaf
  - Centre Jules-Léger
- (b) By September 15 of each year the Union shall inform the Principal of the names of the Union representatives who will serve on the ISSC at each school.
- (c) By September 15 of each year the Principal shall inform the local Union representative of the names of the management representative(s) who will serve on the ISSC and will establish the date for the ISSC meeting for no later than September 30. The Principal may appoint up to two (2) members, one of whom must be the Principal.
- (d) The responsibilities of the In-School Staffing Committee shall be as follows:
  - (i) Prior to June 30 the ISSC shall review the Teacher staff as allocated by the Staffing Advisory Committee;
  - (ii) Prior to June 30 the ISSC shall meet in order to provide input into the organization of the school timetable for the following school year;
  - (iii) Prior to June 30 the ISSC shall meet in order to provide input into the development of schedules for regularly scheduled Alternative Professional Assignments for the following school year;
  - (iv) Prior to June 30 the ISSC shall meet to review the assignments and timetabling of instructional periods and Alternative Professional Assignments (APA) time to each Teacher for consistency with the terms and conditions of the Collective Agreement;
  - (v) The ISSC shall provide copies of the Teacher assignments and timetables to the Staffing Advisory Committee by no later than October 15;
  - (vi) The ISSC shall report to the Staffing Advisory Committee the details of and reasons for any assignments that are contrary to the Collective Agreement.

- (e) The members of the committee shall receive the following as provided by the Principal or designate prior to the day of the meeting to allow the committee to perform the responsibilities in Article 7.12(d):
  - (i) Teacher timetables
  - (ii) Teacher supervision schedules
  - (iii) Teacher surplus declarations
  - (iv) Teachers on leave with return dates
  - (v) staffing and or related workload guidelines sent to the Principals and copied to the ISSC from the Staffing Advisory Committee and/or Superintendents.
- (f) In schools that are semestered the ISSC shall meet with the Principal and/or Principal designate a minimum of two (2) times during its term of duty and report in writing on its activities to the full school staff in order to complete the requirements of Article 7.12 (d). The dates shall be no later than June 30 for the following school year and no later than January 30 prior to the change in semester for that school year. The Committee may meet at other times upon mutual agreement of the Principal and the local Union representative.
- (g) The parties acknowledge that the role of this committee is advisory and nothing in this Article affects the Employer's rights under Articles 3.1 and 3.2.
- (h) The ISSC shall attempt to achieve agreement through consensus on all issues. If, however, the ISSC cannot achieve agreement over an issue, the ISSC will refer any concerns regarding the implementation of staffing and workload conditions to the Staffing Advisory Committee. The Principal and/or designate will provide the ISSC with at least twenty four (24) hours' notice of meetings. This timeline may be amended by mutual agreement of the parties.

#### 7.13 Full time to Part-time Teachers

A full time Teacher who, prior to March 1, requests to teach part time commencing the following school year may be granted the request to teach part-time provided that, in the opinion of the Executive Director or his/her designate, the position created by the reduction from full-time to part-time can be filled by a qualified Teacher and the number of positions to be held by part-time Teachers to teach in the same school and/or the system is not a financial or staffing burden to the Branch.

#### 7.14 Redundancy, Lay-off, Recall and Deployment

- 7.14.1 In this Article, and in this agreement, each of the following is a school:
  - Ernest C. Drury
  - Robarts
  - Sir James Whitney
  - William Ross Macdonald Deaf/Blind
  - William Ross Macdonald Blind
  - Centre Jules-Léger Deaf
  - Centre Jules-Léger Deaf/Blind

Centre Jules-Léger Blind  
Ontario Correctional Institute, and  
Any new school created pursuant to the *Provincial Schools Authority Act*

In this Article and in this agreement, each of the following is a school program:

Vocational  
Secondary  
Elementary  
Resource  
A course of study based on a curriculum  
Special Education  
Junior Kindergarten  
Library

- 7.14.2 Where a school or a school program is to be closed, and a Teacher or Teachers is or are to be laid off as a result of the closure, the Employer shall give to the union and to the Teacher(s) affected written notice of the closing on or before January 31 of the calendar year in which the closure is to take place effective August 31.
- 7.14.3 (a) A redundancy shall arise where a Teacher has been identified as excess to the requirements of the Employer based on the staffing complement and notification has been given to the union and any Teachers to be laid off as required by Article 7.14.2 or 7.14.3
- (b) On or before April 15 of each school year, the Employer shall issue a notice in writing to the union as to whether the total number of Teachers employed in a school exceeds the total number of Teachers required in the school for the ensuing school year.
- (c) When the total number of Teachers employed exceeds the total number required, then the notice required in Article 7.14.3(b) shall include the name of every Teacher who may be laid off and notice shall be given to the Teachers to be laid off. A copy of such notices shall be sent to the union within five (5) working days. A Teacher shall have ten (10) working days to advise the Employer in writing, of his or her decision either
- (i) to be placed on the recall list and exercise his or her rights under Article 7.14; or
- (ii) not to be placed on the recall list, and receive severance pay in accordance with Article 7.14.3(h). If a Teacher does not so advise the Employer within this ten (10) day period, the Teacher will be deemed to have elected to be placed on the recall list and exercise his or her rights under Article 7.14.
- (d) Teachers in a school shall be laid off in reverse order of seniority, subject to qualifications as determined by the Employer in accordance with the Education Act and the Ontario College of Teachers Act.
- (e) Where a Teacher with special qualifications determined in accordance with (d) is required to teach an existing course, and none of the Teachers to be retained on the basis of seniority under clause 7.14.3(d) are qualified or, in the case of a layoff at the end of a school year, none of them undertake to and can attain qualifications by September 1, the Teacher with such special qualifications will be given priority and will not be laid off due to the redundancy.

- (f) A Teacher with one (1) or more year's seniority who has been laid off shall have:
  - (i) the right to be recalled on the basis of seniority for a period of one (1) year and to be assigned to a position for which the Teacher is qualified or can reasonably be expected to become qualified before the Teacher is required to return, and
  - (ii) the right to continue to participate in one or more of the benefit plans, provided that the Teacher on lay-off pays the total cost of such plans.
- (g) A Teacher who chooses not to accept recall loses the right of recall.
- (h) A Teacher eligible to be placed on the recall list may elect to not be placed on the recall list and to receive severance pay under Article 8.2 as if he/she were retiring, except that there shall be no minimum service requirement as specified in Article 8.2(c).
- (i) A Teacher who has chosen to be placed on the recall list and who has not yet received an offer from the Employer of a position pursuant to Article 7.14.3(f) (i) may, at any time within the recall period, ask to be removed from the recall list and receive the severance package pursuant to Article 8.2.

7.14.4 (a) A Teacher employed to teach in a school operated by the Ministry of the Solicitor General who has received a notice of layoff shall, if qualified, be assigned to a vacancy in a school operated by the Ministry of the Solicitor General in accordance with Articles 7.16(c) and (d) if that vacancy is within forty (40) kilometres of the Teacher's school. If the employee refuses such an assignment, then he or she will be deemed to have resigned.

(b) A Teacher employed to teach in a school operated by the Ministry of Education who has received a notice of layoff shall, if qualified, be assigned to a vacancy in a school operated by the Ministry of Education in accordance with Articles 7.16(d) and (e) if that vacancy is within forty (40) kilometres of the Teacher's school. If the employee refuses such an assignment, then he or she will be deemed to have resigned.

(c) By mutual consent of the Employer and a Teacher who has received a notice of layoff, the Teacher may be assigned to any vacancy.

7.14.5 (a) A Teacher employed to teach in a school operated by the Ministry of the Solicitor General who has completed his or her probationary period and who has received notice of layoff, and has not been transferred to or is not qualified for transfer to a vacancy, and has not been transferred to a duty assignment or a retraining assignment, shall have the right to displace a Teacher as follows:

- (i) The Teacher shall be entitled to displace the least senior Teacher employed to teach in a school operated by the Ministry of the Solicitor General, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is within forty (40) kilometres of the school of the redundant Teacher and who has less seniority than the redundant Teacher.
- (ii) If the redundant Teacher cannot displace an employee pursuant to Article 7.14.5(a)(i), then the Teacher is entitled to displace the least senior Teacher



employed to teach in a school operated by the Ministry of the Solicitor General, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is more than forty (40) kilometres away from the school of the redundant Teacher and who has less seniority than the redundant Teacher.

- (iii) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (a) (i) and (ii), then the Teacher is entitled to displace the least senior Teacher employed to teach in a Ministry of Education school, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is within forty (40) kilometres of the school of the redundant Teacher and who has less seniority than the redundant Teacher.
  - (iv) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (a) (i), (ii) and (iii), then the Teacher is entitled to displace the least senior Teacher employed to teach in a Ministry of Education school, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is more than forty (40) kilometres away from the school of the redundant Teacher and who has less seniority than the redundant Teacher.
  - (v) If the redundant Teacher cannot displace an employee pursuant to Article 7.14.5, then the Teacher is entitled to his or her rights under Articles 7.14.3 (f), (g), (h) and (i).
- (b) A Teacher employed to teach in a school operated by the Ministry of Education who has completed his or her probationary period and who has received notice of layoff, and has not been transferred to, or is not qualified for transfer to a vacancy, and has not been transferred to a duty assignment or a re-training assignment, shall have the right to displace an employee as follows:
- (i) The Teacher shall be entitled to displace the least senior Teacher employed to teach in a school operated by the Ministry of Education, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is within forty (40) kilometres of the school of the redundant Teacher and who has less seniority than the redundant Teacher.
  - (ii) If the redundant Teacher cannot displace an employee pursuant to Article 7.14.5(b) (i), then the Teacher is entitled to displace the least senior Teacher employed to teach in a school operated by the Ministry of Education, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is more than forty (40) kilometres away from the school of the redundant Teacher and who has less seniority than the redundant Teacher.
  - (iii) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (b) (i) and (ii), then the Teacher is entitled to displace the least senior Teacher employed to teach in a Ministry of the Solicitor General school, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is within forty (40) kilometres of the school of the redundant Teacher and who has less

seniority than the redundant Teacher.

- (iv) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (b) (i), (ii) and (iii), then the Teacher is entitled to displace the least senior Teacher employed to teach in a Ministry of Solicitor General school, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is more than forty (40) kilometres away from the school of the redundant Teacher and who has less seniority than the redundant Teacher.
- (v) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (b) (i),(ii), (iii) and (iv), then the Teacher is entitled to his or her rights under Articles 7.14.3 (f), (g), (h) and (i).

- (c) A full-time Teacher who has received a notice of lay-off shall have the right to displace the least senior full-time Teacher unless the Teacher who has received the notice consents to displacing the least senior part-time Teacher.  
A part-time Teacher who has received a notice of lay-off shall have the right to elect to displace the least senior full-time Teacher or the least senior part-time Teacher.
- (d) As of May 1, the most senior Teacher who has received a notice of lay-off shall be entitled to exercise his/her right of displacement. The process will continue in order of seniority until the displacement procedure is complete.

7.14.6 (a) Subject to 7.5.6 (b), where a Teacher is transferred to a position more than forty (40) kilometres from his/her original position, pursuant to Article 7.14, and is thereby required to move his/her place of residence, he/she shall be entitled to relocation expenses, equivalent to those in Part 1 of the A Relocation Expenses Directive issued by Management Board Secretariat.

- (b) No relocation expenses will be paid where the Teacher moves his or her place of residence after being assigned, by mutual consent of the Employer and the Teacher, to a vacancy which is more than forty (40) kilometres from his/her original position if a vacancy was available within forty (40) kilometres of his/her original position.

7.14.7 (a) A Teacher displaced as a result of the application of Article 7.14 shall be notified of his or her displacement and termination to be effective August 31, by telephone where possible and as soon as is practicable; such notice shall be confirmed in writing.

- (b) A Teacher who is displaced by a Teacher exercising his or her rights to displace under Article 7.14 will have displacement rights under Article 7.14. The Teacher displaced by the first displaced Teacher will not have any displacement rights under Article 7.14.
- (c) A Teacher terminated pursuant to Article 7.14 shall be given a letter by his/her Principal indicating that his/her employment was terminated due to the Teacher's position having become redundant. The Teacher will choose whether to be placed on the recall list or to take a severance package pursuant to Article 8.2.
- (d) During the period May 15 to May 31 (inclusive), the seven (7) consecutive working days job-posting requirement as stated in Article 7.16 shall be reduced to five (5) consecutive working days.
- (e) Where a redundant Teacher(s) cannot be relocated within a school, the Employer will

make every reasonable effort to facilitate the employment of such redundant Teacher(s) in those community-based organizations which service the type of special pupils who might otherwise be served in schools employing Teachers employed by the Employer.

- (f) Where a redundant Teacher cannot be located within a school, and has the required qualifications, the Employer will make every reasonable effort to obtain an interview for them at a demonstration school if a position is available in that school.
- (g) Where under Article 7.14, it becomes necessary to determine which of two or more Teachers with equal seniority shall have preference, such determination will be made by giving preference to the Teacher with the greatest length of recognized teaching service and, in the event of a tie, the Teachers shall draw lots to determine who shall have preference.
- (h) When Teachers will be affected by the terms of this Article, the Employer will notify the Staffing Advisory Committee and advise the Staffing Advisory Committee of any changes to the status of such Teachers.
- (i) A Teacher who becomes a "Replacement Teacher" upon being declared redundant, shall not receive a payment in accordance with clause 7.14.3(h) of this Article, until his/her contract of employment as a Teacher is terminated.
- (j) If a Teacher receives a lay-off notice, the Employer shall pay retraining costs, which represent tuition and accommodation up to a maximum of twelve hundred (\$1,200) for job related courses, to assume a teaching position with the Employer.
- (k) If a Teacher refuses a duty assignment under Article 7.17 or a retraining assignment under Article 7.18, the Teacher shall be laid off and shall be entitled to his/her rights under Article 7.14.3(f), (g), (h) and (i).

#### 7.15 Vacancies

In this Article and in the Collective Agreement, vacancy - means a position that is open due to termination of a Teacher's employment, including retirement, resignation and dismissal, but, for greater certainty, not due to a leave of absence.

- (a) A vacancy will be deemed not to exist where the total complement of Teachers in a school is equal to or greater than the annual required complement of Teachers as determined by the school on June 15 of each year in accordance with the schools operational needs.
- (b) The Employer may, during the period of ten (10) consecutive teaching days following the occurrence of a vacancy, eliminate the vacancy. If the Employer does not eliminate the vacancy during the ten (10) day period, the Employer shall fill the vacancy with a qualified Teacher, or leave it unfilled for a maximum period of one year. If the Employer does not eliminate the position and does not intend to leave it unfilled for a period of one year, the Employer shall post the position within the period of fifteen (15) consecutive teaching days following the occurrence of the vacancy.
- (c) If the Employer does not eliminate a vacancy and decides to leave the vacancy unfilled for a period of one year it will notify the union within ten (10) consecutive

teaching days of the occurrence of the vacancy and will forward to the union an amount of five hundred dollars (\$500) for each vacancy so left unfilled.

- (d) On or before June 15, the Employer will inform the union in writing of any positions it intends to leave unfilled for the following school year.
- (e) The Employer may, with notification to the union of its intent to do so, transfer an unfilled position from one school to another as operational needs require.
- (f) Teachers receiving notice of lay-off shall, if eligible, be assigned to any available vacancies pursuant to 7.14.4 before such notice of lay-off becomes effective.
- (g) Where an instructional position which has the responsibility for a course of study under Ministry of Education curriculum policy or for which credit is given towards a Secondary Diploma becomes available in the Provincial Schools Authority, the position shall not be filled by any person who is not a Teacher.

#### 7.16 Job Posting and Transfer

- (a) Where a vacancy for a position occurs in the Bargaining Unit, the Employer shall post the vacancy at every work location where employees in the Bargaining Unit are employed.
- (b) Each posting will indicate the position, location, any requirements beyond basic qualifications, commencement date and deadline date for applications. A copy shall also be sent to the Union. Each posting will clearly indicate that applications shall be considered from members of the Teacher Bargaining Unit prior to considering external applicants.
- (c) The vacancy shall be posted for at least seven (7) work days before the deadline for applications for the position.
- (d) When a Teacher:
  - (i) has the qualifications and ability required for the position; and
  - (ii) has not had unsatisfactory evaluations placed on his/her file during the previous twelve (12) months; and
  - (iii) has applied for the position;the Employer will authorize the transfer.
- (e) Where, in the opinion of the Employer, two (2) or more Teachers possess the appropriate qualifications the following criteria shall be used, in order, to determine which Teacher shall be transferred:
  - (i) the Teachers' seniority;
  - (ii) the Teachers' experience in teaching the particular program;
  - (iii) the Teachers' additional qualifications.
- (f) Unsuccessful applicants shall be notified within five (5) working days after the vacancy has been filled. An unsuccessful applicant shall, upon request, be granted an interview with an appropriate Employer Representative to discuss the matter, including the reasons why he/she was not successful. The Union will be provided the name of the successful candidate.

- (g) The Employer will provide the Union with a list of the names of all internal applicants and the rank of each applicant within ten (10) days of the position being filled.
- (h) Notwithstanding the above, the Employer may choose to not post the vacancy and instead hire a candidate from a job competition that closed within the previous twelve (12) months. Where the Employer uses this provision, it shall provide the Union with the following information ten (10) school days prior to filing the vacancy:
  - (i) Position title and location of the vacancy.
  - (ii) Competition number of the previous competition.
  - (iii) Name and rank of the candidate to be hired.

#### 7.17 Duty Assignment

- (a) "Duty Assignment" means a temporary assignment for a maximum of one year to a temporary position established by a Ministry, for a Teacher declared available for transfer under Article 7.14.
- (b) Where a Teacher elects to accept a duty assignment as a result of the operation of Article 7.14, he/she will, subject to this Article, become eligible for a duty assignment for one year on full salary and benefits. Teachers will accept duty assignments in order of seniority.
- (c) The availability of duty assignments to be offered to Teachers will be determined by management.
- (d) The employment of a Teacher on a duty assignment shall terminate at the end of the year of his/her duty assignment, unless a vacancy occurs during that year for which he/she is eligible and for which he/she applies in accordance with Article 7.16, Job Posting and Voluntary Transfer.
- (e) A Teacher on duty assignment who applies for and receives a vacant position pursuant to (d) shall not receive moving or relocation expenses.
- (f) A Teacher whose employment terminates at the end of a duty assignment shall have recall rights under clause 7.14.3.
- (g) A Teacher whose employment terminates at the end of a duty assignment shall be entitled to a termination payment equal to one-third (1/3) of the payment to which he/she would have been entitled under clause 7.14.3 in the previous year.
- (h) Where a work assignment involves travel beyond an eighty (80) km. radius from the Teacher's place of residence or former employment location, he/she shall be entitled to a travel expense allowance up to a maximum of fifty dollars (\$50) per week, not to exceed two thousand dollars (\$2,000) per year.

#### 7.18 Retraining Assignments

- (a) "Retraining Assignment" means a temporary assignment for a maximum of one year to a retraining position established by a Ministry for a Teacher declared "Available for Transfer" under Article 7.14.

- (b) Where a Teacher elects to accept a retraining assignment as a result of the operation of Article 7.14, he/she will, subject to this Article, become eligible for a retraining assignment for one year at seventy-five per cent (75%) percent of
  - (i) his/her grid salary; and
  - (ii) the Employer's premium contributions for insured benefits.

Teachers will be offered retraining assignments in order of seniority.

- (c) The employment of a Teacher on a retraining assignment shall terminate at the end of the retraining assignment, unless a vacancy occurs during the assignment for which he/she is eligible, and for which he/she applies in accordance with Article 7.16 - Job Posting and Voluntary Transfer.
- (d) A Teacher whose employment terminates at the end of a retraining assignment shall be offered a position with the Employer, if such a position becomes available within twelve (12) months of termination. If two (2) or more eligible Teachers apply for a vacant position pursuant to this clause, the Teacher with the greatest seniority at the date of his/her termination shall be offered the position.
- (e) A Teacher whose employment terminates at the end of a retraining assignment shall be entitled to a termination payment in accordance with Article 7.5.3.
- (f) Where a retraining assignment involves travel beyond an eighty (80) km. radius from the Teacher's place of residence or former employment location, he/she shall be entitled to a travel expense allowance up to a maximum of fifty dollars (\$50) per week, not to exceed two thousand dollars (\$2,000) per year.

#### 7.19 Full-time Positions

- (i) Employees on a part-time basis shall be hired to fill full-time vacant positions for which they are qualified prior to Teachers being newly employed by the Authority, provided they have requested a full-time position by application to the Authority.
- (ii) If more than one employee is qualified for such assignment, the employee with the greatest seniority as defined in the agreement shall be assigned to the position.

#### 7.20 Use of Replacement Teachers

- (a) A "Replacement Teacher" means a permanent or probationary Teacher employed by the Employer according to the Education Act for the purposes of replacing a Teacher who is absent from his/her duties for a full school year due to a leave of absence, a secondment, or long term disability. Except for secondments under Article 8.12 or temporary assignments under Article 7.17, the decision to hire a replacement Teacher shall be at the discretion of the Employer, according to operational needs. The Employer may hire one or more replacement Teachers to replace one Teacher.

Teachers who are employed as replacement Teachers for the terminal portion of one school year and the commencement portion of the following school year and where the

duration of the contracts is equivalent to a full school year will be treated the same as Teachers identified above.

- (b) Each replacement Teacher shall be given a confirmation letter prior to commencing employment indicating:
  - (i) that he/she is a replacement Teacher;
  - (ii) the length of the term of the replacement contract;
  - (iii) the name of the Teacher he/she is replacing.
- (c) Where the Teacher returns early from a leave, long term disability or secondment, the replacement Teacher will be given a minimum of four (4) weeks notice or four (4) weeks pay in lieu of notice of the early termination of the replacement contract.
- (d) The Union shall receive a copy of the letter to a replacement Teacher outlined in subsection (b) above within fifteen (15) days of the employment of the replacement Teacher.
- (e) A replacement Teacher shall be accorded all the rights and benefits of the Collective Agreement except where limited by this Article.
- (f) Article 7.14 shall not apply to replacement Teachers except where such a Teacher becomes a "Replacement Teacher" as a result of having been declared redundant.

#### 7.21 Transfer of Schools

- (a) The Employer appreciates the concerns of the Union and its Teachers relative to the matter of transferring Ministry schools to local school boards.
- (b) The Union will be notified by January 15 of any proposed transfer of a provincial school to a local school board, which is to occur after August 31 of the same year. The Union and Employer will discuss the details of the transfer, including those which will affect the terms and conditions of employment of the Teachers after such transfer.

Implementation of the transfer to be effective subsequent to August 31 may proceed after February 1 of that year, and will include those terms and conditions agreed upon between the Employer and the Union.

Teachers employed in a school to be transferred may exercise their rights as provided for elsewhere in this Agreement.

- (c) Where a transfer is proposed, the Employer shall endeavour to have included in the transfer agreement, provisions which safeguard the salary, allowances and retirement gratuities of the transferred Teachers.
- (d) Every effort shall be made to ensure that full or dual seniority is included in the transfer agreement. If full or dual seniority cannot be agreed to by the receiving Board, the Employer and the Union will consider alternative provisions that are acceptable to the receiving Board.
- (e) The transfer agreement will contain a guarantee of employment status.

- (f) If a transfer agreement does not contain safeguards on all items listed in 7.21(c), a Teacher who is transferred shall receive a payment of one hundred per cent (100%) of the payment which would arise from a calculation under Article 8.2, Retirement Gratuity/Severance Pay.
- (i) A Teacher employed in a school where notice of transfer has been given for three or more years shall be allowed to seek alternate employment and to terminate his/her employment at a mutually agreed upon time with Retirement Gratuity/Severance Pay according to Article 8.2.

## 7.22 Assignment Beyond Ten Months

While the Employer may request a Teacher to assume teaching duties beyond the regular ten (10) month teaching year, no Teacher shall be required to accept the assignment, and such duties will only be performed at the mutual consent of the Teacher and the Employer.

The Union will be advised of the term and nature of assignment agreed to by the Teacher and the Employer.

## **ARTICLE 8 – MEDICAL CERTIFICATES, RETIREMENT GRATUITY AND LEAVE PLANS**

### 8.1. Medical Certificates

In case of illness of either a full-time or a part-time Teacher, a certificate from a legally qualified medical practitioner shall be required for absences in excess of five (5) consecutive working days. Notwithstanding this provision, a Teacher may be required to submit such a certificate for a period of absence of five (5) days or less. The Ministry shall bear the cost of such a required certificate.

### 8.2 Retirement Gratuity/Severance Pay

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:

- (a) For the purpose of this Agreement, retirement means going on pension.
- (b) Teachers who were in the employment of the Employer as of December 31, 1975 shall, upon retirement, have the option of receiving either:
  - (i) a gratuity in an amount calculated by multiplying half the number of days in his/her accumulated attendance credits at the date he/she ceases to be an employee by the annual salary that he/she was receiving at the date he/she ceased to be an employee and dividing the product by two hundred (200); but in any event, the amount he/she will receive shall not exceed half (1/2) of his/her annual salary;

OR



- (ii) a severance pay, upon completion of one (1) year's continuous service but under ten (10) years' service, equal to one (1) week of salary for each year of full-time teaching service with the Employer.
- (iii) A Teacher may elect to defer part or all of the Teacher's retirement gratuity to the following calendar year if legislation permits. However, the gratuity must be paid out prior to March 31 of the following calendar year.
- (c) Teachers who started employment with the Employer after December 31, 1975 shall be entitled to a gratuity on retirement or death, calculated as in section (b) (i) above, after five (5) years of service with the Employer.
- (d) Part-time Teachers will be entitled to a gratuity or severance pay, in accordance with sections (b) or (c) above, with a pro-rating of service under sections (b) (ii) and (c).
- (e) Where a Teacher is entitled to a gratuity or severance pay and dies prior to its receipt, the gratuity or severance pay shall be paid to his/her estate and the estate shall determine the selection as per (b) above.

### 8.3 Bereavement, Jury Duty or Witness, Military Service and Compensatory Leaves

- (a) Bereavement leave shall be granted by the Employer without loss of salary and without deduction of sick leave credits up to three (3) days for the purpose of compassionate leave at the time of death of the Teacher's spouse, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, grandparent or grandchild, ward, guardian, aunts or uncles.
- (b) Additional days to a maximum of three (3) will be granted by the Employer when required for travelling time, and such days are to be deducted from the five (5) short term paid leave days provided to the Teacher in accordance with Part A Letter of Agreement # 6 Paragraph # 3 – Short Term Paid Leaves.
- (c) Where a full-time Teacher is absent from duty by reason of a summons to serve as a juror or a subpoena as a witness, the Teacher may, at his/her option:
  - (i) treat the absence as a leave without pay and retain any fee the Teacher receives as a juror or as a witness; or
  - (ii) treat the absence as a leave with pay and reimburse to the Treasurer of Ontario any fee the Teacher has received as a juror or witness.
- (d) The Employer may grant to a full-time Teacher a leave of absence of not more than one (1) week with pay and one (1) week without pay for the purpose of military service with the Canadian Armed Forces. The time for such leave must receive prior approval.
- (e) If a Teacher, at the request of a Ministry, works during regular school holiday periods, he/she will be given compensatory time off.

### 8.4 Miscellaneous Leaves

- (a) The Employer may grant a leave of absence with pay to a Teacher on special or compassionate grounds. These leaves shall be limited to:

- (i) attending own graduation;
  - (ii) writing post-secondary examinations relating to improved qualifications;
  - (iii) exceptional reasons approved by the Employer;
  - (iv) absence due to inclement weather.
- (b) The Employer may grant a leave of absence with pay to a Teacher for not more than five (5) days in any school year, and such days are to be deducted from the five (5) short term paid leave days provided to the Teacher in accordance with Part A Letter of Agreement # 6 Paragraph # 3 (Letter of Agreement found in historical reference of Part A). These leaves may be granted:
  - (i) upon the death of relative or close personal friend;
  - (ii) to attend the graduation from a secondary or post secondary institution of a spouse or child or family member, including a parent, sibling and grandchild.
  - (iii) to attend as an officer at functions approved by the Employer;
  - (iv) to care for a member or members of the Teacher's immediate family in case of serious illness when the Teacher is unable to obtain other proper care for such member;
  - (v) to a spouse for needs directly related to the birth of his son or daughter;
  - (vi) for religious holy days
  - (vii) for other approved circumstances, which may include personal reasons.

#### 8.4.1 Personal Days

- (a) Each full time Teacher shall be granted up to one (1) personal day a year subject to the restrictions in (b) and (c) below. The Teacher shall give at least one week's notice to their Principal of when they require the leave. This leave shall be with pay and shall be deducted from the five (5) short term paid leave days provided to the Teacher in accordance with Part A Letter of Agreement # 6 Paragraph # 3 (Letter of Agreement found in historical reference of Part A). The Teacher shall not be required to disclose the purpose of the leave and shall not be denied the leave providing it complies with the time requirements in this Article. The Principal retains the discretionary right to reduce the time requirement for submission of the request.
- (b) Such leave shall not be taken to extend a vacation period (i.e. Christmas break, March break, summer break or statutory holiday).
- (c) A Principal may refuse to grant a leave due to operational requirements including the number of approved leaves already granted for a given day. A leave request shall not be unreasonably denied.

8.4.2 The Employer shall respond in writing to leave requests submitted under Article 8.4(b) and Article 8.4.1 within 10 school days.

#### 8.5 Leave of Absence for Extended Period

- (a) Leave of absence without pay shall be granted to a Teacher where:
  - (i) the leave is for a maximum of one (1) year or for the period September 1 to December 31 or January 1 to August 31 in a school year;
  - (ii) the Teacher applies in writing for such leave prior to April 15 for a leave commencing the following September, or prior to October 15 for a leave commencing the following January 1;

- (iii) an acceptable replacement Teacher can be employed; and
  - (iv) the program needs of the school can be met during the period of the Teacher's leave.
- (b) In the event of extenuating circumstances, leaves not complying with the conditions as set out in section 8.5(a) above may be approved by the Employer.
- (c) Should a Teacher decide not to return to the Employer following his/her leave of absence, the Ministry shall be notified as soon as possible of this decision.
- (d) Subject to the promotion, transfer, and redundancy provisions of this Agreement, the Teacher on leave of absence for up to one (1) year shall return to an equivalent regular position at his/her school as he/she held before the commencement of the leave.
- (e) When a Teacher is returning September 1 the following school year, it is expected that the Employer be notified by February 1 previous to the return. When a Teacher is returning January 1 the following year, it is expected that the Employer be informed by June 1 previous to the date of return. These dates may be waived through mutual agreement of the Employer and the Teacher.

#### 8.6 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act.
- (b) A Teacher on pregnancy leave shall have her benefits coverage continued during the period she is on pregnancy leave.
- (c) Seniority and service shall continue to accrue during the pregnancy leave.
- (d) A Teacher returning from pregnancy leave shall be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- (e) A Teacher entitled to pregnancy leave under this Article, who provides the Authority with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid an allowance under a supplementary employment benefit (SEB) plan with no deduction from Sick Leave Days or the Short Term Disability Plan (STLDP).
  - (i) A Teacher on pregnancy leave who has met the requirements under Article 8.6(e) effective December 1, 2020 shall receive an allowance:
    - a) for the first (1) week, a payment equivalent to one hundred per cent (100%) of the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave, and
      - (i) the SEB plan will be revised resulting in the employee receiving the SEB plan payment equivalent to the EI received in the week immediately following the one (1) week waiting period. This payment will be issued at the end of the leave so that it is paid during the period of pregnancy leave when the employee is not in receipt of EI benefits and prior to returning to

the workplace;

- b) for the next five (5) weeks equivalent to the difference between the sum of the EI benefits the employee is eligible to receive and any other earnings received by the employee, and one hundred per cent (100%) of the actual weekly pay for her position, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, and
- c) up to a maximum of eleven (11) weeks equivalent to the difference between the sum of the EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three per cent (93%) of the actual weekly pay for her position, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.
- (ii) Any part of the six (6) weeks that falls during a period of time that is not paid (ie: summer, March Break, etc), the remainder of the six (6) weeks top up shall be payable after that period of time.
- (iii) A Teacher not eligible for a supplementary unemployment benefit (SUB) plan will receive 100% of salary for a total of not less than six (6) weeks with no deduction from sick leave or STLDP.

#### 8.7 Parental Leave

- (a) Parental leave will be granted to an employee in accordance with the Employment Standards Act.
- (b) Effective September 1, 1992, an employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.
- (c) In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan effective December 1, 2020 will consist of the following:
  - (i) for the first (1) one week, a payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her position, which he or she was receiving on the last day worked prior to the commencement of the parental leave; and
    - (a) the SEB plan will be revised resulting in the employee receiving the SEB plan payment equivalent to the EI received in the week immediately following the one (1) week waiting period. This payment will be issued at the end of the leave so that it is paid during the period of parental leave when the employee is not in receipt of EI benefits and prior to returning to the workplace;
  - (ii) up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for

his or her position, which he or she was receiving on the last day worked prior to the commencement of the parental leave.

- (d) An employee on parental leave shall have his/her benefits coverage continued during the leave of absence.
- (e) Seniority and service shall continue to accrue during the parental leave.
- (f) An employee returning from parental leave shall be paid at the step in the salary range that he/she would have attained had he/she worked during the leave of absence.

#### 8.8 Extended Infant Care Leave

- (a) In addition to leave granted under Article 8.6, Pregnancy Leave, or Article 8.7, Parental Leave, the Employer, upon request, will grant an extended leave of absence without pay up to a maximum of one (1) year for the purpose of infant care. The termination date of such leave shall coincide with the first school day in September or January.
- (b) Leave under this Article must be requested not later than the commencement of the leave granted under Article 8.6, Pregnancy Leave, or 8.7, Parental Leave.
- (c) A Teacher may be granted leave outside the time limits specified in (b) above under special circumstances.

#### 8.9 Return from Leave

- (a) Subject to the promotion, transfer, and redundancy provisions of this Agreement, the Employer is obligated to reinstate the Teacher, to an equivalent regular position at his/her school, at the expiration of leave granted under Article 8.6, Pregnancy Leave, Article 8.7, Parental Leave or Article 8.9, Extended Infant Care Leave, allowing sufficient time for the employee to report.
- (b) When an accommodation plan is required for a Teacher returning from a medical leave, the Employer shall develop such a plan in consultation and cooperation with the union and the employee.

#### 8.10 Benefits While on Leave

The Teacher shall retain service, experience, and benefits accrued to the commencement of the leave granted under Article 8.6, Pregnancy Leave, Article 8.7, Parental Leave or Article 8.9 Extended Infant Care Leave.

#### 8.11 Deferred Salary - Leave Plan

- (a) This plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence and, through deferral of salary and allowances, finance the leave.
- (b) Any permanent Teacher having three (3) years of continuous service with the Employer is eligible to participate in the plan.
- (c) (i) A Teacher must make written application to the appropriate Education Officer

on or before January 31 to participate in the plan.

- (ii) Written acceptance, or denial of the Teacher's request, with explanation, will be forwarded to the Teacher by April 1 in the school year in which the request was made.
- (d)
  - (i) Participation in the plan in each year shall be granted to a maximum of five per cent (5%) of the total full-time staff in each school as of September 1 of the school year in which applications are being considered, with a minimum of one (1) Teacher per school.
  - (ii) Where the number of applications for participation exceed the maximum provided for in section (i) above, approval shall be based on seniority. The Joint Relations Committee shall then consider applications exceeding the maximum and make recommendations at its discretion.
- (e)
  - (i) In each of the first three (3) years in which a Teacher participates, twenty-five per cent (25%) of his/her salary will be withheld. The total of the amounts withheld over three (3) years plus accumulated interest shall be paid to the Teacher while on leave of absence in the fourth (4th) year of participation.
  - (ii) While a Teacher is enrolled in the plan and not on leave, any insured employee benefits tied to salary level shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the plan.
  - (iii) A Teacher's insured employee benefits will be maintained by the Employer during his/her leave of absence, if the Teacher assumes the full premium costs of such benefits during the year of leave.
  - (iv) While on leave, any insured employee benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the plan.
- (f) With the approval of the Employer, a Teacher may select an alternative method of deferring salary to that specified in section (e) above.
- (g) Subject to the promotion, transfer, and redundancy provisions of this Agreement, a Teacher, on return from leave, shall return to an equivalent regular position at his/her school as he/she held before commencement of the leave.
- (h) A Teacher who becomes redundant during the period of participation in the plan shall be paid a lump sum adjustment equal to any monies withheld plus interest accrued to the date of withdrawal from the plan.
- (i) Should a Teacher die while participating in the plan, any monies withheld plus interest accrued at the time of death will be paid to the Teacher's estate.
- (j) Pension deductions are to be continued as provided by the current ruling of the Ontario Teachers Pension Plan Board.
- (k) A Teacher may withdraw from the plan any time prior to March 1 of the calendar year

in which the leave is to be taken. Repayment of monies withheld shall be in accordance with section (h) above.

- (l) In the event that an acceptable replacement cannot be hired for a Teacher who has been granted a leave, the Employer may defer the year of the leave for one (1) year, provided the Teacher is notified in writing by March 1st. In this instance, a Teacher may choose to remain in the plan, or reserve repayment in accordance with section (h) above.
- (m) Should section (m) above result in a leave of absence being taken past the final year of the plan, any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence is granted.
- (n) A Teacher wishing to participate in the plan shall be required to sign a contract to confirm the terms and conditions of the Teacher's participation.
- (o) Any Teacher granted leave under this Article shall return to work for the Employer for a period of time at least equal to the time on leave.

#### 8.12 Secondments

- (a) By mutual consent of the Employer and the Teacher, a Teacher may be seconded outside the PSA for a period of not more than two (2) years. A secondment may be extended beyond two (2) years with the consent of the Employer, Teacher and the Union.
- (b) When a Teacher is seconded outside the PSA, a secondment agreement shall be signed by the Employer and the Teacher. The agreement shall identify the location of the secondment, the position the Teacher will fill, the term of the secondment, whether it is renewable and a provision that allows either party to cancel the agreement on four (4) weeks' notice. Upon cancellation or expiration of the secondment agreement, the Teacher shall return to the same or equivalent position that he/she occupied prior to going on secondment.
- (c) A seconded Teacher will continue to pay dues to the Union, and will be covered by the terms of the Collective Agreement related to pensions and insured benefits as well as Articles 1.1, 2.1, 3.6, 3.8, 4.2, 4.5, 4.7, 4.9, 7.14, 7.16, 7.17, 7.18, 7.21, 7.22 and 8. Articles 10 and 11 apply as applicable to the seconded position and grievance rights under Article 9 apply only as they relate to the above mentioned Articles. All other terms and conditions of employment will be governed by the new position. No term or condition of employment with the accepting organization may be the subject of a grievance between the Teacher and/or Union and the Employer.
- (d) The Employer will provide the Union with the following information for each Teacher seconded out of the bargaining unit:
  - 1. name of Teacher;
  - 2. location of the secondment;
  - 3. term of secondment; and
  - 4. a redacted copy of the secondment agreement.

within five (5) days of the start date of the secondment.

- (e) A Teacher on secondment pursuant to this Article shall be deemed to have continuous service in the bargaining unit for the term of the secondment.
- (f) The Employer will backfill the position of a seconded Teacher in accordance with Articles 7.15, 7.20 and 7.14. Notwithstanding Article 7.20, should the secondment end earlier than the agreed upon expiry date, the contract of the replacement Teacher shall be terminated with four (4) weeks' notice or four (4) weeks' pay in lieu of notice.

#### 8.13 Non-Permanent Contracts

The Employer may hire a Teacher on a non-permanent contract to second to a Demonstration School when no secondments are available. The Employer will not be required to backfill the position. The Teacher shall be put on a Provincial Schools Authority contract and shall have all rights as if on a secondment under Article 8.12, except for Article 7.14. If a Teacher's service under this Article is extended beyond one school year, he/she shall be entitled to severance under Article 8.2.

### **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES**

#### 9.1 Grievance Procedure

It is the mutual desire of the Union and the Employer that complaints and disputes arising out of the interpretation, application or alleged violation of this Agreement be adjusted expeditiously and informally, at the local level, wherever possible. The purpose of this Article is to establish a procedure for the adjustment of complaints and the settlement of grievances. A Teacher has the right to be represented by the Union at each step of the grievance procedure.

#### 9.2 Step One

Where the complaint or dispute cannot be resolved informally at the local level, the Union, on behalf of the Teacher, may submit a formal grievance in writing to the Executive Director of Provincial and Demonstration Schools Branch, for Teachers in schools operated by the Ministry of Education or to the Manager, Program Development Unit for Teachers in schools operated by the Ministry of the Solicitor General. It shall be submitted no later than twenty (20) days following the incident or circumstances giving rise to the complaint having come or ought to have come to the attention of the Teacher. The parties reserve the right to designate a person or persons to be responsible for any or all matters pertaining to grievances. Written notice of the name of such person or persons shall be forwarded to the other party.

The grievance shall include:

- i) a description of how the alleged dispute is in violation of the Collective Agreement;
- (ii) the clauses in the Collective Agreement alleged to be violated;
- (iii) the remedy sought; and
- (iv) the signature of the duly authorized official of the Union.

The Executive Director of Provincial and Demonstration Schools Branch or designate, or the Manager, Program Development Unit or designate as the case may be, shall meet with the duly authorized Union official within five (5) days of the receipt of the grievance. The Executive Director of Provincial and Demonstration Schools Branch or designate, or the Manager, Program Development Unit or designate as the case may be, shall give a response in writing



within ten (10) days from the date of the meeting.

### 9.3 Step Two

If no settlement is reached under Article 9.2, Step One, the Union, on behalf of the grievor, may refer the matter in writing to the Chair of the Authority within ten (10) days of receiving the answer at Step One or within ten (10) days after the expiration of the time limits specified for a meeting or reply in Article 9.2, Step One.

The Chair, or a person designated by the Chair, will either respond directly in writing to the Union within five (5) days of receipt of the notice of the grievance at this step; or (b) convene a meeting with the Union within ten (10) days of the receipt of the notice of the grievance at this step to attempt to resolve the grievance.

With the approval of the Chair, or person designated by the Chair, the Union may have the assistance of Teachers and other staff members to furnish information which may be helpful towards resolution of the dispute. The grievor may be present in person to present the appeal. Within ten (10) days of holding a meeting, the Chair or the person designated by the Chair shall respond in writing to the Union, on behalf of the grievor.

### 9.4 Time Limits

Any complaint or grievance which is not commenced or continued to the next stage of the grievance procedure within the time specified, as herein provided, shall be deemed to have been withdrawn. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union, on behalf of the grievor. If at any stage of the grievance procedure the party in receipt of the grievance fails to process the grievance in compliance with the time limit fixed herein (or such extension as may have been confirmed by the written consent of both parties), the party submitting the grievance may proceed directly to the next step in the procedure.

### 9.5 Definition of Days

Where the word "days" is used in this section, it shall refer to regular teaching days, including PD days.

### 9.6 Group Grievance

Where there is an alleged violation which affects more than one Teacher relating to the interpretation or application of this agreement, a group grievance may be filed by the Union on behalf of the Teachers in the group at Step Two of the grievance procedure within twenty (20) days following the date at which the facts giving rise to the grievance came or ought to have come to the attention of a member of the group. The grievance shall include:

- (i) the names of the Teachers on whose behalf the grievance has been filed;
- (ii) a description of how the alleged dispute is in violation of the Collective Agreement;
- (iii) the clauses in the Collective Agreement alleged to be violated;
- (iv) the remedy sought; and
- (v) the signature of the duly authorized official of the Union.

### 9.7 Policy Grievance

The Union or the Employer shall have the right to file a Policy Grievance based on a dispute

arising out of the application, administration, interpretation or alleged violation of the Collective Agreement within twenty (20) days following the date at which the facts giving rise to the grievance occurred or reasonably ought to have been known to have occurred. The grievance will be filed at Step Two of the grievance procedure. The parties shall meet within ten (10) days of receipt of the grievance and a written reply shall be provided by the party who has received the grievance within ten (10) days of the meeting. The Employer agrees that any grievance filed by it under this Article will be referred in writing to the President of the Union.

#### 9.8 Notice of Arbitration

Either party may, after exhausting the grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration within fifteen (15) days following receipt of the reply under Article 9.3, Step Two, or within fifteen (15) days after the expiration of the time limits specified for a meeting or reply in Article 9.3, Step Two.

Where a grievance is referred to arbitration, it shall be heard by a single arbitrator, chosen in rotation from the following list. The parties agree that the following eight (8) persons shall, in turn, serve as single arbitrators on a rotating basis:

Kevin Burkett  
Brian Keller  
Paula Knopf  
William Marcotte  
Kathleen O'Neil  
Stephen Raymond  
Owen Shime  
Kenneth Petryshen

If an arbitrator is not available to commence a hearing within ninety days (90) of receiving the referral, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list.

#### 9.9 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on an individual to be the mediator and the time frame in which the resolution is to be reached. The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed to use the grievance mediation procedure.

If the parties are unable to resolve the dispute within the specified time frame the following may occur:

- (a) the parties agree to appoint the mediator to act as a single arbitrator who shall proceed under the same terms as a Board of Arbitration; or
- (b) the time lines in the grievance procedure shall continue from the point at which they were frozen.

9.10 Cost of Arbitration

The fees for a mediator in Article 9.9 or a single arbitrator shall be shared equally by the parties.

9.11 Expedited Arbitration

Each party may submit a grievance to expedited arbitration under Section 49 of the Labour Relations Act.

**ARTICLE 10 - SALARY**

10.1 Basic Salary

- (a) Each Teacher shall receive from the Employer a basic salary, determined by the Teacher's position on the salary grid and, in addition, any allowances due under Articles 10 or 11.

Teachers who leave the employment of the Employer, before the signing of this Agreement, shall receive the new total salary plus benefits subscribed to in this Agreement on a pro-rated basis.

- (b) Salary Grid

Effective September 1, 2019

Years of Experience	Qualification Categories				
	A(E1;E2;E3)	E4/S1	E5/S2	E6/S3	E7/S4
0	43,830	47,604	50,518	54,539	58,674
1	46,151	50,168	53,086	57,401	62,033
2	48,834	53,097	56,016	60,611	65,755
3	51,515	56,005	59,256	63,814	69,478
4	54,174	59,220	62,734	67,061	73,201
5	56,889	62,679	66,510	70,579	78,534
6	59,674	66,374	70,227	74,320	80,645
7	62,823	70,088	73,933	78,019	84,375
8	65,963	73,897	77,718	81,738	88,091
9	69,142	77,682	81,325	85,425	91,818
10	72,835	80,540	85,632	89,135	96,355
11	80,540			94,229	100,960

Effective September 1, 2020

Years of Experience	Qualification Categories				
	A(E1;E2;E3)	E4/S1	E5/S2	E6/S3	E7/S4
0	44,268	48,080	51,023	55,084	59,261
1	46,613	50,670	53,617	57,975	62,653
2	49,322	53,628	56,576	61,217	66,413
3	52,030	56,565	59,849	64,452	70,173
4	54,716	59,812	63,361	67,732	73,933
5	57,458	63,306	67,175	71,285	79,319
6	60,271	67,038	70,929	75,063	81,451
7	63,451	70,789	74,672	78,799	85,219
8	66,623	74,636	78,495	82,555	88,972
9	69,833	78,459	82,138	86,279	92,736
10	73,563	81,345	86,488	90,026	97,319
11	81,345			95,171	101,970

Years of Experience	Qualification Categories				
	A(E1;E2;E3)	E4/S1	E5/S2	E6/S3	E7/S4
<b>0</b>	<b>44,711</b>	<b>48,561</b>	<b>51,533</b>	<b>55,635</b>	<b>59,854</b>
<b>1</b>	<b>47,079</b>	<b>51,177</b>	<b>54,153</b>	<b>58,555</b>	<b>63,280</b>
<b>2</b>	<b>49,815</b>	<b>54,164</b>	<b>57,142</b>	<b>61,829</b>	<b>67,077</b>
<b>3</b>	<b>52,550</b>	<b>57,131</b>	<b>60,447</b>	<b>65,097</b>	<b>70,875</b>
<b>4</b>	<b>55,263</b>	<b>60,410</b>	<b>63,995</b>	<b>68,409</b>	<b>74,672</b>
<b>5</b>	<b>58,033</b>	<b>63,939</b>	<b>67,847</b>	<b>71,998</b>	<b>80,112</b>
<b>6</b>	<b>60,874</b>	<b>67,708</b>	<b>71,638</b>	<b>75,814</b>	<b>82,266</b>
<b>7</b>	<b>64,086</b>	<b>71,497</b>	<b>75,419</b>	<b>79,587</b>	<b>86,071</b>
<b>8</b>	<b>67,289</b>	<b>75,382</b>	<b>79,280</b>	<b>83,381</b>	<b>89,862</b>
<b>9</b>	<b>70,531</b>	<b>79,244</b>	<b>82,959</b>	<b>87,142</b>	<b>93,663</b>
<b>10</b>	<b>74,299</b>	<b>82,158</b>	<b>87,353</b>	<b>90,926</b>	<b>98,292</b>
<b>11</b>	<b>82,158</b>			<b>96,123</b>	<b>102,990</b>

- (c) Unless otherwise specifically provided for elsewhere in the agreement, a Teacher who is absent on leave without pay in excess of one-half of a school year as defined in the Education Act and the regulations shall not have that year counted as experience for grid placement purposes.

#### 10.2 Salary Payments, Deductions

- (a) On the first day of school in September Teachers will receive a pay calendar for the period September 1 through August 31.
- (b) If a day's pay is to be deducted from a Teacher, the amount of the deduction shall be obtained by multiplying the annual salary of the Teacher by the reciprocal of the number of school days in a school year as prescribed by the Education Act and the regulations.

- (c) A Teacher required to be in attendance for days in excess of the number of days in the school year, as defined by the Education Act and its Regulations will be compensated. Compensation will be calculated by using the following formula:

Excess days X Annual Salary/ Number of days in school year.

- (d) Where the employment of a Teacher is to be terminated on December 31 of a school year and the Teacher has fulfilled his/her duties for the required number of days in the term, then forty per cent (40%) of the Teacher's annual salary rate effective for that period shall be the sum paid for his/her services in that school year.
- (e) Where a Teacher commences employment on January 2 and their employment is to be terminated on August 31 and the Teacher has fulfilled his/her duties for the required number of days in the term, then sixty per cent (60%) of the Teacher's annual salary rate effective for that period shall be the sum paid for his/her services in that school year.
- (f) Where the employment of a Teacher is terminated effective any date other than December 31 or August 31, a Teacher shall be paid his/her salary in the proportion that the total number of school days for which he/she performs his/her duties in that school year bears to the total number of school days in the school year.
- (g) A school year salary payment shall be administered to a Teacher scheduled to work a regular school year (September to June) by the end of June provided that the Teacher notifies the Authority in writing by May 1.

### 10.3 Salary of Teachers

Where the parties are in agreement as to a Teacher's qualifications, experience, and responsibility, no Teacher shall be employed at a salary higher than that being paid to any other member of the incumbent staff, having the same or equal qualifications, experience, and responsibility.

### 10.4 Category Placement

- (a) All Teachers hired after August 31, 1998 shall have their qualifications evaluated by OSSTF or QECO. The Employer agrees to accept the category placement of a Teacher by either OSSTF or QECO.
- (b) The Employer agrees to accept the category placement by OSSTF or QECO but in no case shall the category placement of these Teachers be in a lower category than their placement under the previous Category and Evaluation system.

### 10.5 Teaching Experience on Recruitment

- (a) The salary grid refers to years of experience as a certified Teacher in Ontario, as well as years of teaching experience at the elementary and/or secondary level if the teaching experience required a Teacher to be certified and if it occurred:

- (i) in a publicly funded school in Canada; and/or
  - (ii) in a registered private school that meets the standards of an applicable department or Ministry of education in Canada; and/or
  - (iii) in a school in a foreign country that meets the standards of an applicable department or Ministry of Education in Canada.
- (b) A full year of experience will be granted if the Teacher taught in a school for an amount of time that is comparable to what a full time Teacher in Ontario would have taught in a school year.
- (c) Teachers claiming previous teaching experience to be used for salary placement on recruitment must provide documentary proof to Human Resources within sixty (60) school days of hire. This period will be extended for a period of up to sixty (60) school days providing the Teacher is able to support his/her contention that the delay in presenting the documents was not as a result of any dilatoriness on his/her part.
- (d) Part-time or full-time teaching experience totalling one-half of a school year or more as defined in the Education Act and the regulations will be counted as one (1) year of experience for salary grid purposes. The Teacher must have certification and experience verified. Only one (1) year with an aggregate total of fewer than the total number of days in a school year as defined in the Education Act and the regulations may be used in computing total experience.
- (e) Teachers on staff before the commencement of this Agreement, who are receiving credit for teaching experience for reasons other than those given above, shall continue to receive such credit.

#### 10.6 Recognition of Courses

- (a) Where a Teacher has notified the Employer in writing, by October 1 of any school year, that he/she is expecting a change in category or qualifications based on courses completed prior to September 1, the increased salary will be paid retroactive to September 1 of the same year, on receipt of documentary evidence on or before November 30 of the same school year or such other date as the documentary evidence is received, providing the Teacher is able to support his/her contention that the delay in presenting the documents was not as a result of any dilatoriness on his/her part.
- (b) Where a Teacher has notified the Employer in writing, by March 1 of any school year, that he/she is expecting a change in category qualifications based on courses completed prior to January 1 of the same year, the increased salary will be paid retroactive to January 1 of the same year, on receipt of the documentary evidence on or before April 30 of the same school year, or such other date as the documentary evidence is received, providing the Teacher is able to support his/her contention that the delay in presenting the documents was not as a result of any dilatoriness on his/her part.



## 10.7 Related Work Experience

Related work experience may entitle a Teacher to recognition for purposes of salary grid placement as follows:

- (a) Trade Experience (Journeyman, Tradesperson, or related experience with a technical certificate).
  - 1. the experience is in excess of that required for admission to the Ontario Faculties of Education; and
  - 2. the related experience in excess of experience submitted for purposes of OSSTF or QECO certification requirements;
  - 3. the person is qualified and the experience is directly related to the subjects to be taught.
- (b) Business Experience (Accounting, Marketing, Data Processing/Computer Studies).
  - 1. the experience is acquired after graduation from a Canadian university or its foreign equivalent and the person is qualified and the experience is directly related to the subjects to be taught; or
  - 2. the experience is in excess of five (5) years, subsequent to the obtaining of a Secondary School Honour Graduation Diploma or equivalent, or, alternatively, it is the experience above the basic years of experience required for admission into a recognized Teacher training course and the person is qualified and the experience is directly related to the subjects to be taught;
  - 3. the related experience is in excess of experience submitted for purposes of OSSTF or QECO certification requirements.

**Note:** Each full year of recognized experience shall count as one (1) year of teaching experience on the grid. This recognized experience shall not pierce the maximum of the salary level in the category placement of the Teacher.

In no case may the combined experience for related trade or business or professional experience exceed five (5) years.

Application for recognition, with supporting documents, shall be submitted in writing to the Executive Director of Provincial and Demonstration Schools Branch or designate.

Documentation acceptable to the Employer must be provided by the Teacher within ninety (90) days of effective date of hire in order for it to be credited retroactive to their date of hire.

Documentation provided after that date will be processed effective the date it is received by Human Resources.

The onus shall be on the Teacher to provide satisfactory evidence of directly related experience.

The final determination of the crediting of directly related experience within fourteen (14) days of providing all documentation to be considered, shall be at the sole discretion of the Executive Director or designate.

## ARTICLE 11- ALLOWANCES

### 11.1 Non-Supervisory Allowances

(a) (i) Pre-school Educator

A Pre-school Educator is a Teacher whose major duties include evaluation, instruction and counselling of children and their families in the area of the academic, social and emotional development for the pre-school aged child; working directly with pre-school children, singly or in small groups, in their homes or other locations within the community.

An allowance as per chart below.

(ii) Resource Services Consultant

A Resource Services Consultant is a Teacher whose major duties include the provision of assessment and consultative services to school boards and agencies serving the deaf and hard of hearing and visually impaired. Such services may include pupil assessment, programme evaluation and consultation regarding methodology, programme planning, curricula, equipment, and other related matters.

An allowance as per chart below.

(iii) Where a Teacher performs the duties of both a Pre-school Educator and a Resource Services consultant, the Teacher shall receive the higher of the two allowances

	(i) Pre-school Educator	(ii) Resource Services Consultant
01-Sep-11	\$827	\$1,126
01-Sep-19	\$835	\$1,137
01-Sep-20	\$843	\$1,148
01-Sep-21	\$851	\$1,159

### 11.1.2 Supervisory Allowances

#### Educational Co-ordinator / Head of Organizational Unit

(a) The Educational Co-ordinator is a Teacher who is appointed to assist in the improvement of instruction and the development of curriculum in specified areas or units of a school program. The duties of an Educational Co-ordinator and the qualifications to hold the position shall be as defined in Regulation 298, s. 14, 17 and 18.

(b) A Head of an Organizational Unit is a Teacher who holds a position of responsibility in accordance with Regulation 298 and whose primary job is to assist the Principal in the co-ordination and supervision of a program or unit of study or to act as a consultant for Teachers in improving the methods of instructions and maintaining proper standards of the subjects or program he/she has been appointed to co-ordinate. A Head of an Organizational Unit may hold the following titles:

- (1) Tech Director
- (2) Guidance Head
- (3) Department Head - {specific programs}
- (4) Department Head, Educational Programs Corrections

(i) Educational Coordinator/Head of Organizational Unit in small centres.

- (ii) Educational Coordinator/Head of Organizational Unit responsible for three (3) to ten (10) Teachers.
- (iii) Educational Coordinator/Head of Organizational Unit responsible for eleven (11) or more Teachers.

	(i) in small centres	(ii) for three (3) to ten (10) Teachers	(iii) for eleven (11) or more Teachers
31-Aug-19	\$4,161	\$4,785	\$5,535
01-Sep-19	\$4,203	\$4,833	\$5,590
01-Sep-20	\$4,245	\$4,881	\$5,646
01-Sep-21	\$4,287	\$4,930	\$5,702

- (c) No Teacher holding a position as a Head of Organizational Unit shall be involved in the evaluation of a Teacher in the Bargaining Unit or of any other Bargaining Unit member. A Teacher holding the position of a Head of Organizational Unit shall hold the qualifications as required under Regulation 298, s.17.
- (d) Where a Teacher performs the duties of both an Educational Coordinator, as defined above, and another teaching position, the Teacher shall receive the higher of the two allowances.

#### System Curriculum Coordinator

The System Curriculum Coordinator is a Teacher whose major duties include creating a plan to implement the curriculum and providing support related to curriculum implementation. The System Curriculum Coordinator shall receive an allowance consistent with Article 11.1.2(b)(iii).

#### 11.2 Basis of Responsibility Allowance

Responsibility allowances are based on the number of Teachers supervised. The same Teacher may be counted as part of the principal's, vice-principal's, and Educational Coordinator's/Head of Organizational Unit area of responsibility, but two principals, vice principals, and Educational Coordinators/Head of Organizational Unit may not count the same Teacher.

#### 11.3 Northern Ontario Differential

Teachers employed at schools in Northern Ontario are paid an allowance above level up to normal maximum and beyond normal maximum as follows:

	Payment above level up to normal maximum	Payment above level beyond normal maximum
01-Sep-11	\$338	\$676
01-Sep-19	\$341	\$683
01-Sep-20	\$344	\$690
01-Sep-21	\$347	\$697

#### 11.4 Post-graduate Degrees and Additional Courses

In addition to all other allowances, each Teacher shall be paid an allowance for post-graduate degrees, as anyone of the following

- (a) Teachers who possess approved degrees such as M.B.A., M.Ed., M.A., equivalent, and are not using these for category placement or other allowances, will receive a payment above level in accordance with the following chart.
- (b) The holder of an approved Ed.D. or Ph.D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive will receive a payment above level in accordance with the following chart.
- (c) A Teacher in Category 7, who has approved courses over and above those required for placement in those categories, shall be given an additional payment in accordance with the following chart.

	MBA M.Ed:MA	MBA M.Ed:MA	Additional Courses	
01-Sep-11	\$676	\$1,014	\$197 per course	\$985 maximum
01-Sep-19	\$683	\$1,024	\$199 per course	\$995 maximum
01-Sep-20	\$690	\$1,034	\$201 per course	\$1005 maximum
01-Sep-21	\$697	\$1, 044	\$203 per course	\$1015 maximum

#### 11.5 Specialist Qualification (Certificate) Allowance

- (a) An allowance above level for one Specialist Qualification (Certificate) granted by the Ministry of Education and Training shall be paid if not already used to establish level. The amount of the allowance for a Specialist Qualification (Certificate) will be determined by the number of sessions (courses) generally required for the Specialist Qualification (Certificate) times the individual allocation in the chart below.

	Specialist (each session/course)
01-Sep-11	\$197
01-Sep-19	\$199
01-Sep-20	\$201
01-Sep-21	\$203

#### 11.6 Professional Development Allowances

Where the Ministry requires a Teacher to take a course other than the stipulated training needed for the position, the Ministry will pay full cost of:

- (a) Books and tuition;
- (b) Accommodation, when Teachers are required to be away from their homes;
- (c) Transportation to and from their permanent place of residence to their temporary place of residence;
- (d) A per diem allowance equal to an amount obtained by multiplying the annual salary of the Teacher by the reciprocal of the number of school days in a school year as prescribed by the Education Act and the regulations, for each day that they are on

course, when such days are not school days for which the Teacher would not otherwise be paid.

## **ARTICLE 12 - EMPLOYEE BENEFITS**

The benefits described herein apply to all Teachers employed by the Employer and on a Ministry payroll.

### **12.1 Liability Insurance**

- (a) The Employer shall effect and keep in force an adequate policy or policies of insurance, insuring each Teacher in its employ when acting in the course of such Teacher's employment, including any activity organized by the school, in or out of school hours, against liability in respect to any claim for damages or personal injury.
- (b) The Employer shall provide the Union with the name of the insurance carrier and an updated copy of the current liability policy for the purposes of 12.1 (a).

### **12.2 Long Term Income Protection Plan**

- (a) The Employer will pay one hundred per cent (100%) of the premium for the Long Term Income Protection Plan. The benefits of this plan shall be sixty-six and two-thirds percent (66-2/3%) of gross annual salary.
- (b) The Employer shall make contributions on behalf of the teacher to the Ontario Teachers Pension Plan for the period a teacher receives or has received benefits under this plan, so that such period shall count as pensionable service. Such contributions shall be based on the salary on which the benefit is calculated.
- (c) An employee shall have his/her life, health and dental benefits coverage continued while he/she is receiving benefits under the Long Term Income Protection Plan, subject to the terms of the ELHT.

### **12.3 Workers' Compensation**

- (a) It is agreed that when a teacher is eligible for and receives approval of claim by the Workplace Safety and Insurance Board:
  - (i) The payment from the Workplace Safety and Insurance Board shall be remitted to the Ministry;
  - (ii) The teacher shall receive full pay from the Ministry;
  - (iii) The teacher will receive a top up amount in accordance with Part A C7.10 WSIB Top-Up and Letter of Agreement # 6 Paragraph #2 (Letter of Agreement found in historical reference of Part A).
- (b) Notwithstanding section (a) above, a teacher who is eligible for a claim under the Workplace Safety and Insurance Board may choose to apply for a leave of absence without pay at the commencement of the disability. In such cases, the Workplace Safety and Insurance Board payment shall be remitted directly to the teacher.

### **ARTICLE 13 - AMENDMENT OF AGREEMENT**

- 13.1 This Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, and in accordance with the relevant provisions of the *School Boards Collective Bargaining Act*, 2014 that it desires to negotiate with a view to renewal, with or without modifications of this Agreement.
- 13.2 No changes can be made in this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties as determined by their respective bargaining procedures.

### **ARTICLE 14 - COPIES OF AGREEMENT**

- 14.1 The Employer agrees to undertake to provide a printed and bound copy of the total Agreement to each Union representative no later than sixty (60) days from the ratification of this Agreement. A printed copy of this Agreement shall be provided to every newly hired PSAT member and a printed copy will also be available at each school location for all employees to access.

For teachers who work in French Language Schools, the Collective Agreement will be translated into French. Notwithstanding, the French version shall be for information purposes only and the parties agree that for disputes arising out of the Collective Agreement, the English version will be the sole source for purpose of interpretation.

- 14.2 Upon request, the Employer shall provide an accessible copy of the total Agreement.

### **ARTICLE 15 - TERM**

- 15.1 The term of this Agreement is three (3) years effective September 1, 2019 to August 31, 2022.
- 15.2 This document constitutes the entire Agreement between the parties.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE PROVINCIAL SCHOOLS' AUTHORITY**  
**AND**  
**PROVINCIAL SCHOOLS' AUTHORITY TEACHERS**

The Employer confirms that the Union will be consulted in the same manner as other bargaining agents in any review of the OPS Respectful Workplace Policy (Policy to Support a Respectful Workplace and Prevent Workplace Harassment and Discrimination).

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE PROVINCIAL SCHOOLS' AUTHORITY**  
**AND**  
**PROVINCIAL SCHOOLS' AUTHORITY TEACHERS**

**Re: Information Session regarding Teachers' Pay**

The Employer agrees to provide an accessible information session to teachers regarding how they are paid and how to read a pay stub on a professional development (PD) day during the term of the 2019 – 2022 collective agreement.

The Employer and Union shall discuss and agree to the elements of the information session in advance.

This Letter of Understanding expires on August 31, 2022.



**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE PROVINCIAL SCHOOLS' AUTHORITY**  
**AND**  
**PROVINCIAL SCHOOLS' AUTHORITY TEACHERS**  
**RE: Allowances**

With respect to Articles 11.1 (b) and 11.5 (b) the Parties agree to the following:

Any teacher who was entitled to and is receiving an allowance under the PSAT / PSA collective agreement for Teacher Education Specialist (Article 11.1 (b)) Certificate Trainable Retarded (Article 11.5 (b)) shall continue to receive said allowance until they are no longer working for the Employer, and according to the schedule specified in the PSAT / PSA Collective Agreement as signed on the 8<sup>th</sup> day of January, 2016 at Oakville, Ontario.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE PROVINCIAL SCHOOLS AUTHORITY**  
**AND**  
**PROVINCIAL SCHOOLS AUTHORITY TEACHERS (OSSTF District 30)**  
**Re: Professional Development (PD) Days**

The parties agree that the Professional Development (PD) Days identified in the school year calendar will apply to all PSAT-represented teachers working in the Resource Services programs.

This Letter of Understanding expires on August 31, 2022.

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE PROVINCIAL SCHOOLS' AUTHORITY**  
**AND**

**PROVINCIAL SCHOOLS' AUTHORITY TEACHERS**

**Re: Pregnancy and parental leave waiting period prior to December 1, 2020**

A Teacher who has met the requirements under Article 8.6 and 8.7 who goes off on pregnancy and/or parental leave prior to December 1, 2020, the below will apply for the first two weeks:

1. Pregnancy Leave:

A Teacher entitled to pregnancy leave under this Article, who provides the Authority with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid an allowance under a supplementary employment benefit (SEB) plan with no deduction from Sick Leave Days or the Short-Term Disability Plan (STLDP).

For the first two (2) weeks, payments equivalent to one hundred per cent (100%) of the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

2. Parental Leave:

An employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.

For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her position, which he or she was receiving on the last day worked prior to the commencement of the parental leave.