

**COLLECTIVE AGREEMENT
2014 – 2017**

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

MEMORANDUM OF SETTLEMENT

Of all outstanding matters forming the agreement on central terms pursuant to the *School Boards Collective Bargaining Act*, 2014

BETWEEN:

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
hereinafter: "OPSBA"

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
hereinafter: "OSSTF"

AND AGREED TO BY:

THE CROWN

1. The parties and the Crown agree that this Memorandum and attached Appendix I and II form the basis of a full and final settlement of the current round of Central negotiations. The parties and the Crown agree to recommend the terms of settlement as set out herein and in the accompanying appendix to their respective principals.
2. Attached as Appendix II are three memoranda agreed to by OSSTF and the Crown that do not form part of the collective agreement between the parties.
3. Ratification of the Central terms by both parties and agreement of the Crown shall be deemed to have occurred on the latest date on which ratification occurs by OSSTF and by OPSBA and by agreement of the Crown. The Parties will endeavor to complete the central ratification process by September 18, 2015.
4. Except as provided otherwise in the terms of the Memorandum of Settlement or accompanying appendix, all provisions shall be effective on the date of the ratification/arbitration of the local terms, as per Section 39 (6, 7) of the *School Boards Collective Bargaining Act*.
5. Any compensation items that are retroactive shall be paid no later than sixty (60) days following ratification/arbitration of the respective local terms.

6. The collective agreement shall consist of two parts. Part "A" consists of provisions respecting Central issues. Part "B" consists of provisions with respect to Central and Local Issues.
7. The terms herein, and in the accompanying appendix shall form the entirety of the central terms of the collective agreement and any directions to local parties with respect to centrally bargained issues.
8. Appendix I includes agreements reached at the central table that direct local parties with respect to the incorporation of local language on central issues. Such incorporation shall occur as part of the process of finalizing the structure and content of each collective agreement.
9. The Crown shall pay to OSSTF the sum of one million dollars (\$1,000,000) to offset the cost of central collective bargaining no later than ninety (90) days after the ratification process as described in (3) of the Central terms and approval by the Crown.
10. Effective upon the signing of this Memorandum of Settlement, OSSTF agrees to suspend any central teacher/occasional teacher job action pending the outcome of the central ratification process.
11. There shall be no reprisals for any member participating in a strike. No member shall suffer discrimination, harassment, or any form of reprisal brought about as a result of action taken during a strike.
12. The available funding for secondary programming enhancement and voluntary payout of discounted net present value of future retirement gratuities provides for increases to salaries, wages and direct compensation. Boards shall adjust their current salary grids and wage schedules in accordance with the following schedule:
 - September 1, 2014
 - 0%
 - September 1, 2015
 - Restoration of grid movement
 - 1% of earned wages as a part of this bargaining unit as a lump sum payment to all members covered by the collective agreement
 - September 1, 2016
 - 1% adjustment to the salary grids, wage schedules, and to positions of responsibility allowances
 - On the 98th day of the 2016 school year
 - 0.5% adjustment to the salary grids, wage schedules, and to positions of responsibility allowances

13. The grievances set out below will be resolved, and the grievors made whole, without prejudice and precedent:

- a. 14-0134
- b. 14-0139
- c. 14-0203
- d. 15-0086

14. Subject to the prior approval of Human Resources and Skills Development Canada (HRSDC) where allowable, the Statutory Leave/SEB plans as attached in Appendix I shall be established and implemented within sixty (60) days of the approval by HRSDC.

15. The Parties agree that the issue of EI rebate is a central matter in those boards where the EI rebate is used to fund extended healthcare benefits.

16. The parties agree to resolve the two local benefit reconciliations with Simcoe County DSB and Trillium Lakelands DSB. Their resolution will be contained in independent minutes of settlement. OSSTF agrees to withdraw any related grievances and will not bring forward any related new grievances.


17. Also appended to this MOS is Letter of Agreement #1: Long Term Disability Administration.

Dated at Toronto, this 20th day of August, 2015.

For OSSTF:



For OPSBA:



For the Crown:



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 Single Collective Agreement

- a) The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C2.2 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, 2014 to August 31, 2017, inclusive.

C2.3 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.

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) 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.
- c) The Committee shall complete its review within 10 days of the grievance being filed.
- d) 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.
- e) 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 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 58 less the teacher's age as at June 30, 2016.
- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

C7.00 BENEFITS

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

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C7.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Agreement.

C7.2 Cost Sharing

- a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C7.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C7.4 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.
- c) Status quo to be determined.

C7.5 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.

C7.6 Any other benefits not described above remain in effect in accordance with terms of collective agreements as of August 31, 2014.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

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

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and

coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

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, but will instead be deducted from the new allocation once 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 STLDLDP 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 STLDLDP.
- 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 STLDLDP.
- v. When Teachers use any part of an STLDLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDLDP 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 STLDLDP 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/STLDLDP 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 STLDLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDLDP.
- 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 process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 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.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (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:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <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				

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

The parties and the Crown agree that hiring for Long Term Occasional and permanent positions as set out in Regulation 274 under the Ontario Education Act is governed solely by and contained exclusively in that regulation and is outside the purview of this collective bargaining process.

The parties and the Crown agree to meet to discuss Hiring Practices (Regulation 274) within thirty (30) days of the ratification of this agreement, with a facilitator jointly selected by the parties. Such facilitated discussion to conclude by December 31, 2015.

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: Class Size

The parties agree that the issue of class size has been addressed at the Central Table and that the practices and collective agreement provisions currently in effect in local boards shall remain status quo. Such practices and collective agreement provisions shall not be subject to local bargaining or mid-term amendments between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*. However in extenuating circumstances exceptions may be made on a case by case basis with the mutual consent of the local parties to support student programming. The parties further agree that the central parties shall permit these discussions to occur.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

- 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

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

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

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

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

4.2.0 On-Going Funding

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

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related

provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

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

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

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

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

LETTER OF AGREEMENT #5
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: 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 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. 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. E-Learning
2. Dual Credits
3. Equivalent Learning
4. Additional Professional Assignments / Supervision
5. Staff Meetings
6. Occasional Teacher Workload Provisions
7. Local Committee Structure for Statutory Committees
8. Contracting Out
9. Guarantees Re: Job Security
10. Guaranteed Generation
11. Access to Employment / Increase to FTE Entitlement
12. Principals/Vice Principals Return to the Bargaining Unit and Acting/Temporary Principals/Vice Principals
13. Qualification-based allowances
14. VLAP

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

MEMORANDUM OF SETTLEMENT

Between

THE PROVINCIAL SCHOOLS AUTHORITY
(hereinafter "the Employer")

-and-

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Representing
(hereinafter "the Union")

PROVINCIAL SCHOOLS AUTHORITY TEACHERS
Also known as OSSTF DISTRICT 30

WHEREAS the Ontario Secondary School Teachers' Federation and the Provincial Schools Authority have negotiated and ratified a Collective Agreement with respect to issues that are within the scope of local bargaining (the "Local Agreement");

AND WHEREAS the Local Agreement requires that the parties amend their current collective agreement such that Part "A" shall comprise those issues which are central terms and Part "B" shall comprise those terms which are local terms;

AND WHEREAS the parties to this Memorandum of Settlement have been engaged in negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining;

AND WHEREAS the parties have reached a tentative agreement with respect to issues that are within the scope of local bargaining;

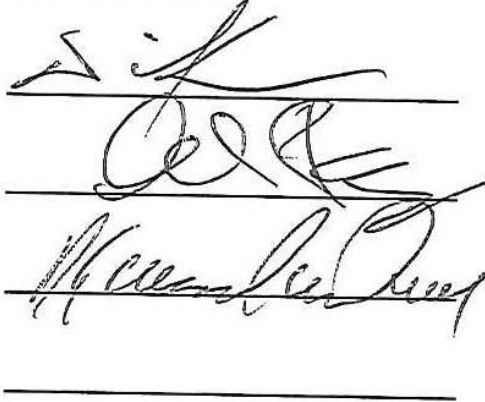
Therefore, the parties agree and acknowledge as follows:

1. the documents attached hereto as Appendix "A" constitute a settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining;
2. any provisions that are within the scope of local bargaining that are not addressed herein shall remain as per the language of the current Collective Agreement;
3. the settlement of the new Collective Agreement with respect to issues that are within the scope of local bargaining shall be recommended for ratification by the parties to their respective principles;
4. any proposal or position which may have been taken or submitted by either of the parties hereto and which are not part of this Memorandum of Settlement are hereby withdrawn;
5. all provisions of this Memorandum of Settlement shall become effective on the first business day following ratification by the second of the parties to do so, unless the express terms of the provision require otherwise;

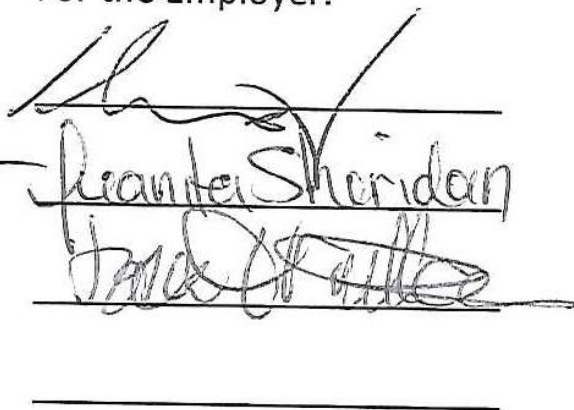
6. all provisions of this Memorandum of Settlement are conditional upon the ratification by the parties no later than February 5, 2016;
7. upon ratification, the parties shall meet and continue to work in good faith toward amending the current Collective Agreement to reflect the changes required by way of the Central Agreement, including the renumbering of provisions and the process of formalizing Part "A" and Part "B" of the Collective Agreement.

Signed this 8th day of January, 2016 at Oakville, Ontario.

For the Union:



For the Employer:



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

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 Workplace Discrimination and Harassment Policy, 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) 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.

No Teacher on a permanent, probationary or replacement contract shall be assigned to provide coverage for any Teacher who is absent except in emergencies.

- (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.

3.4 Employer to Provide the Union with Statistics

- (a) The Employer agrees to provide to the Union on or before October 15th of each school year, information regarding Teachers covered by this Agreement, indicating category level, experience, allowances and total salary. In the event of any subsequent changes in any Teacher's status including, without restriction, resignation and termination, the Employer shall notify the Union of such change.
- (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 updated staff allocation sheet(s) 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 the current:
 - Collective Agreement
 - Sick Leave and Insurance Booklet
 - Part C of the Policies and Procedure Manual (and notice of where the Policies and Procedure Manual is located in the workplace) and/or the
 - Standing Orders for the Correctional Facility
- (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 Office telephone number.
- (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 and the Union will designate local representatives to compile a list of mutually acceptable physicians to conduct such examinations; where additional physicians or specialists are required, they may be agreed to on a case-by-case basis, by mutual agreement.

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 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, 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) At the request of a Teacher, any letter of reprimand, suspension or other sanction will be removed from the records/files of a Teacher three (3) years following the receipt of such a letter of reprimand, suspension, or sanction, provided the Teacher's record / files have been clear of similar occurrences for the past three (3) years.
- (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, after consulting the Union, shall establish appropriate appraisal protocols for the assessment of Teachers who are not routinely in front of students.
- (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) Arrangements for classroom visits other than for evaluation purposes should be discussed with the Teacher. When possible, such discussion shall be initiated by the Principal.
- (b) Individual Teacher(s) affected by classroom visits for tours or other demonstration purposes shall be notified, when possible, at least forty-eight (48) hours in advance.

4.5 Representation

- (a) The Employer will continue to consult the Union and keep it informed 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; or
 - 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 shall have the right to be accompanied by and represented by a Union representative of the Teacher's choice.

- (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 to 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).

4.6 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.

Effective August 31, 2012, 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. See Letter of Understanding re: Deafblind Teacher Workload.
- (d) It is agreed that the current timetable practice will continue for Teachers at corrections.
- (e) A secondary Teacher's workload shall be as follows:

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.

- (f) 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.

- (g) 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.
- (h) 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.
- (i) 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.
- (j) No Teacher shall be allocated assigned time over a continuous interval exceeding one hundred and eighty seven (187) minutes excluding travel time between periods.
- (k) 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.
- (l) 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 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).

- (f) 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, two (2) Pre-School Home Visiting Teachers and two (2) Resource Consultants who are appointed by the union.
- (g) 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 4.6.1(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.
- (h) 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.

4.13 Continuing Education Teachers

The provisions of this Article shall constitute the entire agreement of the parties regarding Continuing Education Teachers. None of the provisions of the Collective Agreement apply to such Teachers unless expressly indicated otherwise in this Article.

(a) Definition

A Continuing Education Teacher, as referred to in this Article, shall mean a Teacher, as defined in the Education Act, who is engaged to teach a secondary school credit course to adults in the Ministry of Community Safety and Correctional Services.

(b) Members of the Bargaining Unit

Continuing Education Teachers shall be hired on a term-specific contract and shall be members of the Bargaining Unit. Compulsory dues shall be deducted in accordance with Article 5.2.

(c) Payment

A Continuing Education Teacher will be paid thirty two (\$32.00) for each hour of instruction. This payment will include vacation pay.

(d) Termination

The parties agree that the employment of Continuing Education Teachers is deemed to be terminated upon completion of the course which the Teacher was employed to teach or on the date of the cancellation of the course which the Teacher was employed to teach.

(e) Conversion of Teaching Positions

No PSA Teacher employed as of the date of ratification will be displaced as a result of hiring a Continuing Education Teacher nor shall he/she be converted to a Continuing Education Teacher.

(f) Grievances

Continuing Education Teachers shall have access to the provisions of Article 9 only with respect to the provisions of this Article.

(g) Application for Positions

Continuing Education Teachers shall be given an opportunity to apply to fill replacement and/or probationary Teacher positions if qualified, after the procedures for filling a vacancy (Article 7.16) have been exhausted, and prior to hiring anyone external to the PSA.

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 1st and January 1st 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.

6.2 Committee on Teacher Surplus

The Employer and the Union agree to form a joint committee as soon as possible to plan for the effective future employment of potentially surplus Employer Teachers into new and existing educational programs at the community level. The scope is to include those educational programs funded under School Board Operating Grants and/or other provincial funding arrangements.

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 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 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, 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 31st.

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

<u>Grades</u>	<u>Class Size</u>
Nursery Classes	Up to 4
Junior Kindergarten	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 5

Kindergarten , Nursery and multiple exceptionalities

In nursery, 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
Total Stimulation Program	Up to 3
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) Emotionally Disturbed Programs

- (a) Up to five (5) pupils per class with one Teacher.
- (b) Special emergency programs up to four (4) pupils with one Teacher.

(v) Adult Programs

These will be in accordance with the recommendation of the Staffing Advisory Committee.

In the event that it should become necessary to change the number of Teachers in any school because of a change in the average annual student enrolment, the Authority agrees to maintain the student – Teacher ratio as modified by the agreed upon guidelines.

(vi) Young Offender Units

The class size in young offender units shall not exceed eight (8) students in one class.

(vii) 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) which will meet at the call of the Director, or designate. 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 Director or designate. The Committee may meet at other times upon mutual agreement of the Director, or designate and the Union President, or designate.
- (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 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 staff allocation sheets
 - (ii) Teacher timetables
 - (iii) Teacher supervision schedules
 - (iv) Teacher surplus declarations
 - (v) Teachers on leave with return dates
 - (vi) 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 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
 Nursery
 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 Community Safety and Correctional Services who has received a notice of layoff shall, if qualified, be assigned to a vacancy in a school operated by the Ministry of Community Safety and Correctional Services 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 Community Safety and Correctional Services 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 Community Safety and Correctional Services, 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 Community Safety and Correctional Services, 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 Community Safety and Correctional Services 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 Community Safety and Correctional Services 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 permanent 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.

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.
- (g) 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 – Short Term Paid Leaves. These leaves may be granted:
 - (i) upon the death of relative or close personal friend;
 - (ii) to attend the graduation of spouse or child;
 - (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 other approved circumstances, which may include personal reasons.

8.4.1 Personal Days

- (a) In addition to Articles 8.4(a) and (b); 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 – Short Term Paid Leaves. 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.

8.5 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) Prior to May 1, 2013
 - (i) 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 unemployment benefit plan.

- (ii) A Teacher on pregnancy leave who has met the requirements under Article 8.7(b)(i) shall receive an allowance for the first two (2) weeks payments equivalent to ninety-three per cent (93%) 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 up to a maximum of fifteen (15) 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.

Effective May 1, 2013

- (iii) 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 unemployment benefit (SUB) plan with no deduction from Sick Leave Days or the Short Term Disability Plan (STLDP).
- (iv) A Teacher on pregnancy leave who has met the requirements under Article 8.6(e)(iii) shall receive an allowance:
 - a) 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, and
 - b) for the next four (4) 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.
- (v) 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.
- (vi) 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 will consist of the following:
 - (i) 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;
 - (ii) up to a maximum of fifteen (15) 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 Director of Provincial Schools Branch, for Teachers in schools operated by the Ministry of Education or to the Senior Educational Consultant for Teachers in schools operated by the Ministry of Community Safety

and Correctional Services. 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 Director of Provincial Schools Branch or designate, or the Senior Educational Consultant 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 Director of Provincial Schools Branch or designate, or the Senior Educational Consultant 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.

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 five (5) 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, 2014

Years of Experience	Qualification Categories				
	A(E1;E2;E3)	E4/S1	E5/S2	E6/S3	E7/S4
0	41,085	44,625	47,354	51,124	55,000
1	43,261	47,027	49,761	53,807	58,149
2	45,775	49,771	52,509	56,816	61,639
3	48,289	52,498	55,545	59,819	65,127
4	50,783	55,512	58,806	62,862	68,616
5	53,328	58,753	62,345	66,159	73,616
6	55,938	62,219	65,831	69,665	75,595
7	58,889	65,699	69,304	73,135	79,092
8	61,834	69,268	72,851	76,620	82,575
9	64,812	72,817	76,233	80,076	86,068
10	68,274	75,497	80,270	83,553	90,321
11	75,497			88,329	94,638

Effective September 1, 2016

Years of Experience	Qualification Categories				
	A(E1;E2;E3)	E4/S1	E5/S2	E6/S3	E7/S4
0	41,496	45,071	47,828	51,635	55,550
1	43,694	47,497	50,259	54,345	58,730
2	46,233	50,269	53,034	57,384	62,255
3	48,772	53,023	56,100	60,417	65,778
4	51,291	56,067	59,394	63,491	69,302
5	53,861	59,341	62,968	66,821	74,352
6	56,497	62,841	66,489	70,362	76,351
7	59,478	66,356	69,997	73,866	79,883
8	62,452	69,961	73,580	77,386	83,401
9	65,460	73,545	76,995	80,877	86,929
10	68,957	76,252	81,073	84,389	91,224
11	76,252			89,212	95,584

Years of Experience	Qualification Categories				
	A(E1;E2;E3)	E4/S1	E5/S2	E6/S3	E7/S4
0	41,703	45,296	48,067	51,893	55,828
1	43,912	47,734	50,510	54,617	59,024
2	46,464	50,520	53,299	57,671	62,566
3	49,016	53,288	56,381	60,719	66,107
4	51,547	56,347	59,691	63,808	69,649
5	54,130	59,638	63,283	67,155	74,724
6	56,779	63,155	66,821	70,714	76,733
7	59,775	66,688	70,347	74,235	80,282
8	62,764	70,311	73,948	77,773	83,818
9	65,787	73,913	77,380	81,281	87,364
10	69,302	76,633	81,478	84,811	91,680
11	76,633			89,658	96,062

- (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 Director of Provincial 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 shall be at the sole discretion of the 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-08	\$757	\$1,030
01-Sep-09	\$780	\$1,061
01-Sep-10	\$803	\$1,093
01-Sep-11	\$827	\$1,126

(b) Teacher Education Specialist

Teacher Education Specialist is a Teacher whose major duties include the provision of training programmes for Teachers of the hearing impaired and/or the development of learning materials at the Teacher Education and Media Centres of the Provincial Schools.

An allowance as per chart below.

	Teacher Education Specialist
01-Sep-08	\$4,326
01-Sep-09	\$4,456
01-Sep-10	\$4,590
01-Sep-11	\$4,728

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
01-Sep-08	\$3,605	\$4,146	\$4,795
01-Sep-09	\$3,713	\$4,270	\$4,939
01-Sep-10	\$3,824	\$4,398	\$5,087
01-Sep-11	\$3,939	\$4,530	\$5,240
01-Sep-16	\$3,978	\$4,575	\$5,292
98 th Day of the 2016 School Year	\$3,998	\$4,598	\$5,318

- (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.

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-08	\$309	\$618

	Payment above level up to normal maximum	Payment above level beyond normal maximum
01-Sep-09	\$318	\$637
01-Sep-10	\$328	\$656
01-Sep-11	\$338	\$676

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-08	\$618	\$927	\$180 per course	\$900 maximum
01-Sep-09	\$637	\$955	\$185 per course	\$925 maximum
01-Sep-10	\$656	\$984	\$191 per course	\$955 maximum
01-Sep-11	\$676	\$1,014	\$197 per course	\$985 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.
- (b) Intermediate Certificate for Teaching the Trainable Retarded, if not already used to establish level shall be paid in accordance with the chart below. The allowance for the Intermediate Certificate for Teaching the Trainable Retarded to remain in effect only until such time as the Ministry offers a specialist course in this area.

	Specialist (each session/course)	Certificate – Trainable Retarded
01-Sep-08	\$180	\$309
01-Sep-09	\$185	\$318
01-Sep-10	\$191	\$328
01-Sep-11	\$197	\$338

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 Supplementary Health and Hospital

- (a) The Employer shall pay one hundred per cent (100%) of the monthly premium of the Supplementary Health and Hospital Plan. Benefits will be as provided in the master contract with the carrier.
- (b) The Employer shall provide a copy of the master contract to the Union.
- (c) The Employer agrees to pay 100 per cent (100%) of the monthly premiums for vision and hearing aid coverage, under the Supplementary Health and Hospital Plan. This coverage includes a ten dollars \$10 (single) and twenty dollars \$20 (family) deductible in any calendar year and provides for vision care (maximum three hundred and forty dollars (\$340) per person in any twenty-four (24) month period, effective September 1, 2010) and the purchase of hearing aids (maximum one thousand dollars (\$1000) every five (5) years, effective September 1, 2008, and increasing to two thousand dollars (\$2000) every five (5) years, effective September 1, 2010) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.

12.3 Life Insurance

- (a) The Employer shall pay one hundred per cent (100%) of the monthly premium of the Basic Life Insurance plan for all full-time teachers employed by the Authority. The Basic Life Insurance plan provides for coverage equal to one (1) times the teacher's annual salary.
- (b) Supplementary Life Insurance for full-time teachers may be taken by the teachers in the amount of either one (1), two (2), or three (3) times the annual salary. This shall be on an optional basis, and the teacher shall pay the full premium of this additional coverage.
- (c) Teachers, at their option, may purchase life insurance for dependents in the amount of either two thousand dollars (\$2,000.00) on the teacher's spouse and/or one thousand dollars (\$1,000.00) on each dependent child, or four thousand dollars (\$4,000.00) on the teacher's spouse and/or two thousand dollars (\$2,000.00) on each dependent child. The teacher pays the full premium for this coverage.

12.4 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 benefits coverage continued while he/she is receiving benefits under the Long Term Income Protection Plan.

12.5 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 C7.4 WSIB Top-Up and Letter of Agreement # 6 Paragraph #2.
- (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.

12.6 Dental Plan

12.6.1 Benefits

- (a) This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X rays, preventive services such as scaling, polishing and fluoride

treatments, fillings, extractions, and anaesthesia services.

This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan, and includes such items as periodontal services, endodontics services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

- (b) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber, spouse, children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation there from, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.

12.6.2 Premiums

The Employer shall pay the full premium under this plan on the basis of 85/15 co-insurance. The teacher shall pay the cost of dental care directly and the carrier shall reimburse the teacher eighty five per cent (85%) of the amount paid, based on the current Ontario Dental Association Schedule of Fees in effect, as specified in section 12.6.1. (b) above.

Effective September 1, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent (50%) co-insurance up to a lifetime maximum benefit of two thousand, five hundred dollars (\$2,500) for the insured employee and each eligible dependent. Effective September 1, 1992, the life time maximum benefit will increase to three thousand dollars (\$3,000).

Effective September 1, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to orthodontics, with benefits equivalent to Rider 3 of the Blue Cross Plan respectively on the basis of fifty percent (50%) co-insurance up to a lifetime maximum of two thousand, five hundred dollars (\$2,500) for:

- (a) each dependent, unmarried child over the age of six (6) years and under the age of twenty-one (21) years; and
- (b) each employee; and
- (c) the eligible spouse of the employee,

in accordance with the current Ontario Dental Association Schedule of Fees. Effective September 1, 1992, the life time maximum will increase to three thousand dollars (\$3000.00).

Effective September 1, 1990 Employer will pay one hundred percent of the monthly premium for major restorative work, equivalent to Rider 4 of the Blue Cross Dental Plan. The benefit would be on the basis of 60/40 co-insurance (Employer pays 40%). Maximum of one thousand dollars (\$1,000.00) per year per employee, eligible spouse and dependent unmarried child over the age of six and under the age of 21 years. Benefits to be paid at current year minus one ODA rates.

Effective September 1, 2010, benefits will be paid at the current year ODA Fee Guide rates.

12.6.3 Eligibility

Teachers are eligible for coverage on the first day of the month following the month in which the Teacher has completed two (2) months of continuous service.

All coverage under this plan will cease on the date of termination of employment, including retirement.

Group Benefits

- In the event that the government increases funding in the Grants for Student Needs (GSN) for benefits benchmarks above 0.26% in 2010-11, such superior provisions shall apply.

ARTICLE 13 - AMENDMENT OF AGREEMENT

- 13.1 This Agreement shall be in effect from September 1, 2014 and shall continue in force up to and including August 31, 2017, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement.
- 13.2 If either party gives notice of its desire to negotiate amendments in accordance with Section 13.1, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement.
- 13.3 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 copy of the total Agreement to each teacher as soon as practicable after the signing of the Agreement. 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, 2014 to August 31, 2017.
- 15.2 This document constitutes the entire Agreement between the parties.

APPENDIX A

Group Insurance- Master Policy Amendments: The master policies with the insurer will be amended to reflect the following terms.

Supplementary Health and Hospital Plan:

Prescription Drug Coverage:

Effective **September 1, 2008** the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent of the cost of prescribed drugs and medicines that require a physician's prescription. For clarity, drug coverage is limited to those drugs that by law require a prescription and which are prescribed by a licensed physician who is legally authorized to prescribe such drugs, and dispensed by a licensed pharmacist or by a physician legally authorized to dispense such drugs.

Hospital Accommodation:

Effective September 1, 2010, the Supplementary Health and Hospital Plan shall provide for reimbursement of one hundred percent of the cost of semi-private or private hospital accommodation to a maximum of one hundred and twenty dollars (\$120) per day over and above the cost of standard ward care.

Paramedical Provider Coverage:

The Employer agrees to reimburse paramedical provider services, subject to the following terms:

- o Chiropractor: increase from \$12 per visit with no annual maximum, to \$30 per visit to an annual maximum of \$750, effective September 1, 2008;
- o Masseur: increase from \$12 per visit with no annual maximum, to \$35 per visit to an annual maximum of \$1200, effective September 1, 2010;
- o Physiotherapist: increase from \$12 per visit with no annual maximum, to \$35 per visit to an annual maximum of \$1200, effective September 1, 2010.

The current coverage of \$12 per visit with no annual maximum will continue to apply in respect of services rendered by other paramedical service providers identified in the insurance policies.

Coverage will be limited to reimbursement of services rendered by a specified provider who is licensed and practicing within the scope of his or her licence.

Dental Plan:

Effective **September 1, 2008**, dental recall coverage is extended from six (6) to nine (9) months except for dependent children age twelve (12) and under.

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 Workplace Discrimination and Harassment Policy (WDHP).

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

In order to implement the term appointments under Article 7.10 (f) for the incumbents in the positions of Education Coordinators/Head of Organizational Unit the following will apply:

The current Educational Coordinator/Head of Organizational Unit will be deemed to be on a term appointments with the expiry dates as follows:

- Educational Coordinators/Head of Organizational Unit in Resource Services will be August 31, 2010.
- Educational Coordinator/Head of Organizational Unit in schools will be August 31, 2011.

The Employer will post a sufficient number of Educational Coordinator/Head of Organizational Unit with the commencement date corresponding with the expiry of the above so that the required number of Educational Coordinator/Head of Organizational Unit as generated by Article 7.10 (f) remains in the system.

Note: An incumbent Educational Coordinator/Head of Organizational Unit who, as of September 1, 2008, is within five (5) years of the eighty-five factor for pension eligibility will continue as an Educational Coordinator/Head of Organizational Unit until the incumbent reaches the eighty five factor. At that time, subject to 7.10 (f) the position shall be posted as a three-year term position.

If an incumbent resigns or retires prior to August 31, 2010, the position of the Educational Coordinator/ Head of Organizational unit shall be posted as a three-year term, subject to 7.10 (f).

LETTER OF UNDERSTANDING
BETWEEN
THE PROVINCIAL SCHOOLS AUTHORITY
AND
PROVINCIAL SCHOOLS AUTHORITY TEACHERS (OSSTF District 30)
RE: Teacher Performance Appraisal

The parties undersigned agree to jointly present to PSAT/OSSTF District 30 School Rep. and Provincial Schools Authority Principals and Vice Principals the Teacher Performance Appraisal Technical Requirements Manual and the current collective agreement provisions relating to Teacher Performance Appraisal.

The intent of this presentation would be to ensure that all parties have a solid working knowledge of the documents, their use and implementation.

This presentation will be jointly developed and presented by the Provincial Schools Authority and the Union. The timing and location will be determined by the parties.

LETTER OF UNDERSTANDING
BETWEEN
THE PROVINCIAL SCHOOLS AUTHORITY
AND
PROVINCIAL SCHOOLS AUTHORITY TEACHERS (OSSTF District 30)
RE: Resources Services Interview Awareness

The Employer commits to develop a presentation to outline the qualifications, abilities and skills necessary to successfully compete for available positions within resource services.

The presentation will include, but not be limited to:

- What to expect in the interview process;
- Tips on preparing for the interview process;
- Tips on preparing a cover letter and resume;
- Overview of the resource consultant and pre-school educator roles and responsibilities;
- A review of the qualifications, abilities and skills required for each position; and
- Overview of applicable resources and curriculum.

The presentation will be offered via videoconferencing at least yearly based upon prior registration and will be outside of the instructional day and Professional Activity Days.

The Employer commits to posting a permanently accessible copy of a typical job ad for the following positions on its intranet:

- Preschool Educator
- Resource Consultant – Deaf Program
- Resource Consultant – Blind/Low Vision
- Resource Consultant – Deafblind

LETTER OF UNDERSTANDING
BETWEEN
THE PROVINCIAL SCHOOLS AUTHORITY
AND
PROVINCIAL SCHOOLS AUTHORITY TEACHERS (OSSTF District 30)
RE: 2016/2017 Union-Directed Professional Development Day

The parties agree that in the 2016/2017 school year the Union will be responsible for directing professional development activities for all PSAT-represented Teachers during one Professional Development (PD) Day in the school calendar.

The parties will jointly agree on which PD Day will be provided to the Union.

The Union will be responsible for all costs related to the day including ASL/English/LSQ/Français interpreter services.

This Letter of Agreement expires on August 30, 2017.

LETTER OF UNDERSTANDING
BETWEEN
THE PROVINCIAL SCHOOLS AUTHORITY
AND
PROVINCIAL SCHOOLS AUTHORITY TEACHERS (OSSTF District 30)
RE: Deafblind Teacher Workload

A committee will be formed to review the working conditions of Deafblind Teachers. The committee will:

- Review and discuss working conditions of Deafblind Teachers;
- Be made up of four (4) Union representatives and four (4) Employer representatives;
- Meet within sixty (60) days of ratification of this agreement;
- Make recommendations to the SAC.

This Letter of Agreement expires once the committee has made their recommendations or August 30, 2017, whichever date comes first.