COLLECTIVE AGREEMENT

BETWEEN

DISTRICT SCHOOL BOARD
ONTARIO NORTH EAST

AND

DISTRICT 1, ONTARIO NORTH EAST
OF THE
ONTARIO SECONDARY SCHOOL TEACHERS’
FEDERATION

September 1, 2014 – August 31, 2017

Part A: Central Agreement
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## PART A - Terms of Central Agreement

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms
   a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation
   a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties
   a) The parties to the collective agreement are the school board and the bargaining agent.

   b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement
   a) Central terms and local terms shall together constitute a single collective agreement.

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

C2.1 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.

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**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 (STLDH)**
   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 STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

   ii. This top-up is calculated as follows:

       Eleven (11) days less the number of sick leave days used in the most recent year worked.

   iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.

   iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

   v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

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

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

   i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.

   ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.

   iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and ST LDLP 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 STLD or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLD or STLDP.

ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of 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 STLD 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

<table>
<thead>
<tr>
<th><strong>Employee Group:</strong></th>
<th><strong>Requested By:</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>WSIB Claim:</strong></th>
<th><strong>WSIB Claim Number:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>❑ Yes</td>
<td>❑ No</td>
</tr>
</tbody>
</table>

### 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.

<table>
<thead>
<tr>
<th><strong>Employee Name:</strong></th>
<th><strong>Employee Signature:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please print)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Employee ID:</strong></th>
<th><strong>Telephone No:</strong></th>
</tr>
</thead>
</table>

**Employee Address:**

<table>
<thead>
<tr>
<th><strong>Work Location:</strong></th>
</tr>
</thead>
</table>

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

Please check one:
- ❑ Patient is capable of returning to work with no restrictions.
- ❑ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

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

<table>
<thead>
<tr>
<th><strong>First Day of Absence:</strong></th>
<th><strong>General Nature of Illness (please do not include diagnosis):</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Date of Assessment:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>dd mm yyyy</td>
</tr>
</tbody>
</table>

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

#### PHYSICAL (if applicable)

<table>
<thead>
<tr>
<th><strong>Walking:</strong></th>
<th><strong>Standing:</strong></th>
<th><strong>Sitting:</strong></th>
<th><strong>Lifting from floor to waist:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>■ Full Abilities</td>
<td>■ Full Abilities</td>
<td>■ Full Abilities</td>
<td>■ Full Abilities</td>
</tr>
<tr>
<td>■ Up to 100 metres</td>
<td>■ Up to 15 minutes</td>
<td>■ Up to 30 minutes</td>
<td>■ Up to 5 kilograms</td>
</tr>
<tr>
<td>■ 100 - 200 metres</td>
<td>■ 15 - 30 minutes</td>
<td>■ 30 minutes - 1 hour</td>
<td>■ 5 - 10 kilograms</td>
</tr>
<tr>
<td>■ Other (please specify):</td>
<td>■ Other (please specify):</td>
<td>■ Other (please specify):</td>
<td>■ Other (please specify):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Lifting from Waist to Shoulder:</strong></th>
<th><strong>Stair Climbing:</strong></th>
<th><strong>Use of hand(s):</strong></th>
<th><strong>Right Hand</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>■ Full abilities</td>
<td>■ Full abilities</td>
<td>■ Use of hand(s):</td>
<td>■ Gripping</td>
</tr>
<tr>
<td>■ Up to 5 kilograms</td>
<td>■ Up to 5 steps</td>
<td>Left Hand</td>
<td>Gripping</td>
</tr>
<tr>
<td>■ 5 - 10 kilograms</td>
<td>■ 6 - 12 steps</td>
<td>Pinching</td>
<td>Pinching</td>
</tr>
<tr>
<td>■ Other (please specify):</td>
<td>■ Other (please specify):</td>
<td>Other (please specify):</td>
<td>Other (please specify):</td>
</tr>
</tbody>
</table>
### APPENDIX B – ABILITIES FORM

<table>
<thead>
<tr>
<th>Task</th>
<th>Full Abilities</th>
<th>Limited Abilities</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bending/twisting</strong></td>
<td>(please specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Work at or above shoulder activity:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Chemical exposure to:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Travel to Work:</strong></td>
<td>Ability to use public transit</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Ability to drive car</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

#### 2B: COGNITIVE (please complete all that is applicable)

<table>
<thead>
<tr>
<th>Cognitve Task</th>
<th>Full Abilities</th>
<th>Limited Abilities</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention and Concentration:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Following Directions:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Memory:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Interaction:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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:
  - 6-10 days
  - 11-15 days
  - 16-25 days
  - 26 + days

- Have you discussed return to work with your patient?
  - Yes | No

- Recommendations for work hours and start date (if applicable):
  - Regular full time hours
  - Modified hours
  - Graduated hours
  - Start Date: dd mm yyyy

- Is patient on an active treatment plan?
  - Yes | No

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

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

#### 4: Recommended date of next appointment to review Abilities and/or Restrictions:

**Completing Health Care Professional Name:**

(Please Print)

<table>
<thead>
<tr>
<th>Date:</th>
<th>Telephone Number:</th>
<th>Fax Number:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
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
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 l). The full article should then reside in Part B of the collective agreement;

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

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

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

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

   a) The top-up amount shall be paid for a maximum of four years and six months.

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

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

   d) Status quo to be determined.

3. **Short Term Paid Leaves**

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

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

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]
MEMORANDUM OF AGREEMENT #1

BETWEEN

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

AND

The Crown

RE: Hiatus on Ministry Initiatives

During the development of the Ministry of Education PPM regarding Ministry/School Board initiatives and collaborative professionalism as per Memorandum #2, any proposed new provincial initiatives, which would impact on workload, classroom quality or testing/data collection will not be introduced.

This would exclude:

- All existing initiatives;
- Previously announced and/or implemented programs in school boards; and
- New initiatives required to respond to concerns about student safety.
MEMORANDUM OF AGREEMENT #2

BETWEEN

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

AND

The Crown

RE: Ministry/School Board Initiatives

Introduction

Whereas Ontario’s Education system is committed to improving Student Achievement and Well-being;

Whereas Ontario’s Renewed Vision built on a strong foundation of excellence, focuses on Excellence, Well-being, Equity and Public Confidence;

Whereas Ontario is a world class Education system with exemplary educators at all levels of the organization who possess a collective commitment to sustaining excellence;

Whereas research on exemplary practice supports further development of the concepts of collaborative professionalism and expands previously held concepts of leadership;

Whereas perceptions exist in some parts of the sector that initiatives, expectations and practices need to be reviewed;

Whereas two research studies have been conducted that examine workload and professionalism; and

Whereas transformation requires change at all levels: Ministry, School Boards, Schools and Classrooms.

Ministry Commitment

The Ministry of Education commits to:

1) The establishment of a representative body (transformation team) whose first responsibility is to inform the development of a Policy/Program Memorandum (PPM).

2) The creation of a provincial body with representatives from teacher federations, principal associations, and school board leadership to meet quarterly each year to discuss new
initiatives, including implications for training, resources and timing which is different from the body described above.
3) The creation of a PPM that will clarify and commit to a renewed collaborative professionalism and leadership in Ontario’s education system.
4) The completion of the PPM no later than May 31, 2016.

Please note that two different tables will be created as described above in the Ministry commitments.

**Scope of Policy/Program Memorandum**

This PPM would include the following concepts:

1) The establishment of a vision for collaborative professionalism that improves student achievement and well-being;
2) The determination of the appropriate balance between external accountability and internal responsibility;
3) A review of and a clearer definition about the shared roles and responsibilities regarding assessment and reporting;
4) The development of a process of review for the representative provincial body looking at initiatives which may include but is not limited to:
   - Providing input into the review, development, implementation and evaluation of new initiatives;
   - Guiding appropriate timing and pacing of new initiatives;
   - Integrating possible new initiatives, materials and resources with existing practice and taking into consideration the impact of initiatives on existing demands of teachers, school and board leaders;
   - Sharing exemplary implementation practices;
   - Discussing training and professional learning requirements to support the implementation of new initiatives;
   - Understanding that some expectations and practices are no longer relevant in today’s context and may need to be stopped, adjusted or changed while other expectations and practices may need to emerge, something that will be reviewed by the provincial body described above whose mandate is to discuss initiatives;
5) Direction to School Boards to create a mechanism or to use existing mechanisms to foster consultation, collaboration and communication with local unions, federations and associations for the implementation of new initiatives;
6) Evidence from the workload studies that will enhance and improve collaborative professionalism;
7) The transformation of our vision of leadership to foster collaborative learning cultures, which promotes and enhances teacher leadership in classrooms, school, and in school boards while honouring the role and responsibilities of formal leaders; and
8) The review of the concept of professional judgement in the context of effective collaborative learning cultures.
MEMORANDUM OF AGREEMENT #3

BETWEEN

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

AND

The Crown

RE: Professional Activity Days

The Ministry of Education will recommend to the Lieutenant Governor in Council that, by regulation, effective September 1, 2015, the number of instructional days be changed from 188 to 187 and the number of Professional Activity (PA) Days be increased from 6 to 7. For clarity, the total number of school days would remain at 194.

This additional PA Day would be in support of Ministry/School Board initiatives.
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 20\textsuperscript{th} day of August, 2015.
LETTER OF UNDERSTANDING

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: Memorandum of Settlement Matters Requiring Follow Up

The following constitutes the list of matters requiring follow up to the Memorandum of Settlement and attached appendices among OSSTF Teachers, OPSBA and the Crown which has been signed subject to the following:

1. Formatting of Appendix I and Appendix II of the MOS.
2. Correction of errors and omissions.
3. Determination of the mechanism for the distribution of the 1% lump sum payment in 2015-2016.
4. Determination of status quo for WSIB top-up language:

   For all other employees, unused sick day credits that are funded at 100 percent of annual salary can be used to top up their salaries, in cases where they are working less than a full day while recovering from illness. Unused sick day credits that are funded at less than 100 percent of annual salary can be used to top up their salaries to 90 percent.

Dated this 20th day of August, 2015
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: Long Term Disability Administration

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

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

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

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

iii) collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence

iv) support the information and process requirements in the agreed-upon payroll feed (as per A vi);

v) all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program

vi) process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.)

C) LTD Claims Administration

i) Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process

ii) Support the mandatory early intervention process by providing contact information where required

iii) utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process

iv) provide teachers with the appropriate claims applications in the event of disability

v) support, complete and submit the employer statement in the LTD claim process

vi) support return to work programs for teachers returning from disability including job description, scheduling and salary information)

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

D) OSSTF and OTIP are required to:

i) Provide LTD insurance to eligible OSSTF teachers

ii) provide the group policy/plan document to Employers and teachers;

iii) provide claims kits to Employers that provide supporting information about the administrative procedures

iv) communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis

v) provide access to teachers on the LTD coverage information

vi) develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;

vii) provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;

viii) participate along with the Board and OTIP in return to work programs.
COLLECTIVE AGREEMENT

BETWEEN

DISTRICT SCHOOL BOARD
ONTARIO NORTH EAST

AND

DISTRICT 1, ONTARIO NORTH EAST
OF THE
ONTARIO SECONDARY SCHOOL TEACHERS’
FEDERATION

September 1, 2014 – August 31, 2017

Part B: Local Agreement
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**Preamble**
Except as specifically provided herein, the words and phrases used in this Agreement shall be ascribed the meaning provided for in the Education Act as amended from time to time, and the Regulations thereto and shall be interpreted consistently with the provisions of the said Statutes and Regulations.

**ARTICLE I – DEFINITIONS**

1.01 BARGAINING UNIT shall be defined as the Teacher Bargaining Unit, District 1, Ontario North East, of the Ontario Secondary School Teachers’ Federation (OSSTF).

1.02 BOARD or EMPLOYER shall be defined as District School Board Ontario North East.

1.03 CAMPUS shall be defined as an alternate work site associated with a school, including but not limited to PACE, and all Section 23 locations.

1.04 CONTINUING EDUCATION TEACHER means a Teacher employed to teach an education course or class established in accordance with the regulations for which membership in the Ontario College of Teachers is required by the regulations.

1.05 CREDIT is granted in recognition of completion of a course within the time stipulated by the Ministry of Education and Training for the granting of a credit.

1.06 DAY shall be defined as school day unless otherwise indicated.

1.07 DEPARTMENT HEAD shall be defined as a Teacher who has been appointed to be in charge of an organisational unit.

1.08 DISCIPLINE shall be defined as a suspension without pay, loss of pay for disciplinary purposes, or a letter of reprimand from the Board or Supervisory Officer or Principal or Vice Principal, or a letter of reprimand which is copied to a Supervisory Officer or the Teacher’s Personnel File or to the Teacher.

1.09 DISPLACEMENT shall be defined as the transfer of the most junior Teacher who is not declared redundant, to a vacancy in a school or entity which was created by the declaration of redundancy.

1.10 ENTITY shall be defined as:
   a. Ecole Secondaire Cochrane High School and Iroquois Falls Secondary School
   b. Englehart High School and Timiskaming District Secondary School
   c. Roland Michener Secondary School and Timmins High and Vocational School
   d. Hearst High School
   e. Kapuskasing District High School
   f. Kirkland Lake District Composite School

1.11 GRIEVANCE shall be defined as any difference relating to—the interpretation, application, administration, or alleged violation or arbitrability of an item concerning this Collective Agreement.

1.12 OCCASIONAL TEACHER shall be defined as a member of the OSSTF District 1 Occasional Teacher Bargaining Unit.
1.13 ORIGINATING SCHOOL shall be defined as the school, including any campuses, from which a Teacher has been transferred voluntarily, transferred, displaced, declared redundant, or been granted a leave of absence.

1.14 OSSTF shall be defined as the Ontario Secondary School Teachers’ Federation.

1.15 PARTY shall be defined as either the Bargaining Unit or the Board.

1.16 PERIOD shall be defined as the block of time or time allocation required by the Ministry of Education and Training for one credit.

1.17 PREDECESSOR BOARDS shall be defined as Cochrane – Iroquois Falls, Black River – Matheson Board of Education, Hearst Board of Education, Kapuskasing-Smooth Rock Falls and District Board of Education, Kirkland Lake Board of Education, Timiskaming Board of Education, and Timmins Board of Education.

1.18 REDUNDANT TEACHER shall be defined as one who is in excess of the projected staffing allocation in the system.

1.19 SCHOOL shall be defined as a secondary school which includes Ecole Secondaire Cochrane High School, Englehart High School, Hearst High School, Iroquois Falls Secondary School, Kapuskasing District High School, Kirkland Lake District Composite School, Roland Michener Secondary School, Timiskaming District Secondary School, and Timmins High and Vocational School.

1.20 SCHOOL DAY shall be defined as an instructional day, Professional Activity day, Professional Development day, or examination day.

1.21 SEMESTER shall be defined as approximately half the instructional days including any examination, Professional Development, or Professional Activity days of the school year.

1.22 SENIORITY shall be the length of continuous service with the District School Board ONE or a Predecessor Board as a Bargaining Unit (OSSTF) Teacher from the first day worked after being hired.

1.23 SPOUSE shall be defined as the legally married spouse of the Teacher, a same-sex partner or a person who cohabits with the Teacher in a common-law relationship.

1.24 STUDENT CONTACT shall be defined as a Teacher having contact with one student in one credit in one semester or equivalent. Portions of this will be recognised for partial credit.

1.25 SUPERVISION shall be defined as duties carried out in assigned time.

1.26 SURPLUS TEACHER shall be defined as one who is in excess of the staff complement adopted by the Board for an Entity.

1.27 SYSTEM shall be defined as all secondary schools under the jurisdiction of the Board.

1.28 TEACHER shall be defined as a member of the Teacher Bargaining Unit.

1.29 VACANCY is defined as a position left vacant as a result of the promotion, secondment, transfer, retirement, resignation or death of a Teacher.
ARTICLE II - PURPOSE AND EFFECTIVE PERIOD
2.01 It is the intent and purpose of the Parties to this Agreement:

2.01.1 to maintain the existing harmonious relations between the Board and the Bargaining Unit;

2.01.2 to recognize the mutual value of joint discussions in all matters referred to in this Collective Agreement; and

2.01.3 to set forth harmoniously the conditions of employment together with the salaries and the allowances which govern the Teachers who are covered by the Agreement;

2.01.4 to provide for the prompt and fair disposition of grievances;

2.01.5 to encourage effectiveness in the operation of our schools.

2.02 No change can be made to 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.

2.03 There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the Ontario Labour Relations Act.

2.04 Each Teacher shall be emailed a copy of the Collective Agreement within two (2) weeks of the ratified Collective Agreement being proofed by the Bargaining Unit. The ratified Collective Agreement shall also be posted on www.dsb1.ca/docushare.

ARTICLE III - RECOGNITION
3.01 The Employer recognizes the Ontario Secondary School Teachers’ Federation (“OSSTF”) as the exclusive bargaining agent authorized to negotiate on behalf of its members employed to teach by the District School Board ONE and assigned as Teachers to one or more secondary schools or to perform duties in respect of such schools all or most of the time.

3.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of OSSTF.

3.03 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor, or duly authorized representative to assist, advise, or represent Teachers in all matters pertaining to the negotiation and administration of this Collective Agreement.

3.04 The Teachers recognize the right of the Employer to consult with their professional management and to obtain other such additional outside assistance as the Employer considers appropriate.

3.05 The Employer further recognizes the right of OSSTF to represent a Teacher at any meeting when corrective counselling or formal discipline is being administered or a meeting where there is a reasonable possibility of disciplinary action being taken.
ARTICLE IV - STATUTORY RESPONSIBILITY

4.01 The Employer agrees to abide by the Education Act, the Employment Standards Act, the Ontario Human Rights Code, and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder.

ARTICLE V - REASONABLE EXERCISE OF RIGHTS

5.01 The Employer and the Bargaining Unit agree that their rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory, and consistent with the Collective Agreement and the prevailing statutes.

ARTICLE VI – WORKLOAD

TEACHING ASSIGNMENT

6.01 Each full-time Teacher will be assigned core responsibilities of 6 periods out of 8 periods.

6.01.1 No Teacher identified under 6.01 shall be assigned more than 3 periods per day per semester. Of the 3 periods of eligible programs, no more than 2 half-credit courses may be assigned without the mutual consent of the Principal, the Teacher and the Bargaining Unit President or designate.

6.01.2 Notwithstanding Article 6.01.1 the In-School Staffing Committee may consider and approve special program (e.g. 4-credit packages) needs in reviewing instructional assignments. Such assignments shall require the consent of the Teacher.

6.01.3 Of the 6 periods assigned, no more than two (2) non-semestered year-long 1.0 credit courses may be assigned without the mutual consent of the Principal, the Teacher and the Bargaining Unit President or designate.

ADDITIONAL PROFESSIONAL ASSIGNMENTS (APA)

6.02 Each full-time Teacher may also be assigned up to the following maxima of “Additional Professional Assignments” which includes some combination of on-calls, supervisions, student mentoring and/or Teacher mentoring based on seventy-five (75) minute periods as outlined below:

<table>
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<tr>
<th># of Periods Assigned</th>
<th>FTE Status</th>
<th>Half-periods of on-calls, Supervision, Student/Teacher Mentoring</th>
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<tr>
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<tr>
<td>6</td>
<td>1</td>
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6.02.1 Teachers may be assigned a maximum of 27 on-calls per school year.

6.02.2 Workload, on-call, supervision and mentorship duties assigned to part-time Teachers shall be prorated in accordance with the ratio that the Teacher’s entitlement bears to that of a full-time Teacher as outlined in 6.02.
All on-calls, supervision and mentoring shall be equitably assigned and performed within the instructional day. To be clear the Principal may assign hall/bus supervision before the start of classes and after the end of classes. Any scheduling of on-calls/supervision and mentoring performed outside of the instructional day shall be with the consent of the Teacher affected, the Principal, and the Bargaining Unit.

Supervision may include supervision required during the lunch period, before school, study hall and after school bus supervision.

On-call, supervision and mentorship assignments will be for no more than one-half (1/2) period.

A Teacher will not be assigned more than two (2) on-calls or supervisions in one week. Such assignments shall be equitably timetabled and performed within the instructional day.

Except in the case of an emergency situation, Teachers shall be notified of any on-call assignments a minimum of 30 minutes prior to the commencement of regularly scheduled classes. It is understood that a message in the Teacher’s mailbox constitutes notification.

Emergency shall be defined as an unforeseen circumstance occurring during that school day.

Supervision time will be equitably allocated.

Supervision, or on-calls may be blocked in consultation with Branch President or designate.

A Teacher who has completed two (2) on-calls or supervisions in the week may be assigned an on-call or a supervision in an emergency situation which arises during that School Day; such on-call or supervision will count towards the total number of on-calls or supervisions.

Teachers who have physical education qualifications noted on their Ontario Teacher’s Qualifications Record Card may be assigned supervision of a gymnasium during the supervision specified in 6.02.

Notwithstanding 6.02.12, by mutual consent, a Teacher may agree to supervision of a gymnasium during the supervision specified in 6.02.

Records of on-calls and supervision assignments will be kept, and will be reviewed by the Branch President or designate and the Secondary Schools Staffing Committee. The records shall be made available, five times per year, upon request by the Branch President or designate.
CLASS SIZE

6.03 The Principal, in consultation with the Branch President or designate, shall determine the deployment of teaching staff to program using the school’s allocation to classroom, Services classes, guidance, library and special education. This shall be accomplished in ways which meet the needs of students in the school. The following Class Size maximums shall also be met by the end of the fourth week of each semester:

Effective September 1, 2014

6.03.1 Academic/University 29
6.03.2 Open/University-College/College 26
6.03.3 Applied/Workplace 24
6.03.4 Technical (Construction/Manufacturing/Transportation) 20
6.03.5 Essential (Locally Developed) 15
6.03.6 Co-operative Education 20

6.04 Notwithstanding 6.03, individual classes may exceed the maximum by no more than 15%, provided that the Teacher’s aggregate maximum for the semester does not exceed the maxima by 5%.

6.05 The length of the school day shall not exceed seven and one-half (7 ½) hours. This does not preclude a Teacher’s voluntary participation in school extra-curricular activities.

DUAL CREDIT COURSES

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

OTHER WORKLOAD

6.07 No teacher shall be assigned administrative duties normally performed by management except as per Article XXIV (Short Term Replacement of a Principal or Vice-Principal).

6.08 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 10:45 AM and 2:00 PM.

6.09 No Teacher shall be assigned more than 150 consecutive minutes of instructional time and/or supervision without a minimum ten (10) minute break.

6.10 Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. Extra-curricular activities shall not be assigned to any Teacher.

6.11 Time during the school day not assigned in accordance with 6.02 shall be available to the Teacher for preparation and marking.

6.12 During examination days, Teachers who are not assigned to supervise examinations may mark examinations at home, but must be accessible by telephone to the Principal and be able to return to School to assist students during regular school hours.

6.13 The Bargaining Unit president or designate shall have the right of consultation during the setting of the school year calendar.
**ARTICLE VII - E-LEARNING**

7.01 A class enrolled in a course for a secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the provisions as outlined in Article VI (Workload). Student FTE assigned to such classes shall be used to generate the FTE Teachers within the Bargaining Unit.

7.02 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the Teacher assigned to the electronic classroom.

7.03 A Teacher teaching electronically delivered courses shall be assigned a work location in the Teacher’s secondary school.

7.04 A Teacher teaching electronically delivered courses to students in another location shall correspond with students only through a Board server. The Board shall supply the Teacher with an email address.

7.05 A Teacher teaching electronically delivered courses shall report to school board personnel only and shall be evaluated by a principal or vice-principal and/or a supervisory officer employed by the Board.

7.06 A Teacher teaching electronically delivered courses shall be subject to the workload provisions set out in Article VI (Workload).

7.07 The Board shall not make recordings of Teachers teaching courses by electronically delivered curriculum without the Teacher’s consent.

7.08 The Board agrees to provide the Bargaining Unit or designate with information pertaining to enrolment, staffing and the credit courses offered by electronically delivered curriculum.

**ARTICLE VIII – GRID PLACEMENT**

8.01 No newly hired Teacher will be placed at a salary level different than that being paid to a Teacher of the incumbent staff having the same or equal certification rating, qualifications, experience and responsibility.

8.02 A Teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount of salary as outlined in Article VIII (Grid Placement).

8.03 In order to receive retroactive pay to September in any school year for a change in category or allowances, a Teacher must:

8.03.1 Have successfully completed the necessary course requirements for change by August 31 preceding the school year,

8.03.2 Have notified the Board, in writing by December 1st of the school year that he/she has applied or will be applying for a certification rating statement, indicating the category change expected; and
8.03.3 Have submitted the necessary category rating statement to the Board by May 31 of the school year.

8.04 In order to receive retroactive pay to January 1, in any school year for a change in category or allowances, a Teacher must:

8.04.1 Have successfully completed the necessary course requirements for the change by December 31 of the school year;

8.04.2 Have notified the Board, in writing by February 28 of the school year that he/she has applied for or intends to apply for a certification rating statement, indicating the category change expected; and

8.04.3 Have submitted the necessary category rating statement to the Board by May 31 of the school year.

8.05 Where, if applicable, no proof of category is submitted, the Teacher will be placed in Category 1, until an original Certification Rating Statement from OSSTF is submitted.

8.05.1 Should any delay in obtaining the documentation required in accordance with articles 8.03 and 8.04 be caused by OSSTF or the College of Teachers, all relevant correspondence may be forwarded to the Director or designate with a request for special consideration. Correspondence should demonstrate that the Teacher took all necessary steps to obtain the required documentation in a timely manner.

8.05.2 The granting of any special request for an exception to the foregoing shall be at the sole discretion of the Director or designate.

8.06 Category Definitions shall be those set out in the current OSSTF Certification Regulations. In order to receive salary beyond The Category 1 Level, an original certification rating statement from OSSTF must be submitted. Future amendments to the OSSTF Certification Regulations, which are approved by OPSBA and agreed to by the Board, will become effective the following school year. Nothing in this provision shall be construed to give it retroactive salary application.
### ARTICLE IX – SALARY SCHEDULE AND ALLOWANCES

9.01 Effective September 1, 2014

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Effective September 1, 2016 the salary grid shall be adjusted to reflect a 1% increase in each grid cell.

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<td>3,688.46</td>
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<tr>
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<td>3,234.62</td>
<td>3,512.7657</td>
<td>3,700.35</td>
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</table>
Effective on the 98th day of the 2016-2017 school year, the salary grid shall be adjusted to reflect a 0.5% increase in each grid cell.

<table>
<thead>
<tr>
<th>Step</th>
<th>1</th>
<th>Bi-Wkly</th>
<th>2</th>
<th>Bi-Wkly</th>
<th>3</th>
<th>Bi-Wkly</th>
<th>4</th>
<th>Bi-Wkly</th>
</tr>
</thead>
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<td>48,859.18</td>
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<td>2,153.72</td>
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<tr>
<td>7</td>
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<td>2,653.72</td>
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<td>2,966.89</td>
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<td>2,629.97</td>
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<td>2,764.16</td>
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<tr>
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<td>74,743.52</td>
<td>2,874.75</td>
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<td>89,034.79</td>
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<td>77,624.41</td>
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<tr>
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<td>90,864.48</td>
<td>3,494.79</td>
<td>96,379.48</td>
<td>3,706.90</td>
</tr>
</tbody>
</table>

9.01.1 The annual increment structure is set out in 9.01. The effective date for all increment changes shall be the first day of September in each year.

9.02 The salary of a part-time Teacher shall be calculated in accordance with the following formula:

\[ S = (G + M) \times \frac{D}{Y} \times FTE \]

- \( S \) = Salary
- \( G \) = Grid Salary (including 9.04 & 9.05)
- \( M \) = Allowances for Degrees (if applicable)
- \( D \) = Number of School Days employed in the semester
- \( Y \) = Number of School Days in a school year
- \( FTE \) = Teacher’s full-time equivalent status (as per 6.01)

**CREDIT FOR ELEMENTARY AND SECONDARY TEACHING EXPERIENCE**

9.03.1 Credit shall be given for all full-time and part-time teaching experience in elementary and secondary schools in Canada.

9.03.2 Experience on contract less than a complete year shall be pro-rated as a decimal of a year, correct to one decimal place, computed as: Number of school days of experience divided by number of school days in school year, accumulated at the end of each school year.

9.03.3 When accumulated experience equals or exceeds 0.6, placement on the salary schedule shall be at the next year of experience the following September.

9.03.4 When accumulated experience is less than 0.6, placement on the salary schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent of experience times the grid interval. For example, 4.2 years shall be grid salary for 4 years plus 0.2 x (grid interval between 4 years and 5 years in the appropriate category).

9.03.5 Part-time teaching experience will be pro-rated as a decimal of full-time teaching.
When in the judgement of the Director or designate, other teaching experience as deemed valid equivalent of teaching experience in Secondary and/or Elementary schools in Ontario, the allowance shall be set in accordance with the grids set forth in 9.01 and the Bargaining Unit shall be notified.

RELATED INDUSTRIAL OR TRADE EXPERIENCE

Related Industrial or Trade Experience above the requirements for entrance to an Ontario Faculty or College of Education shall be paid as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as a full year with the seven (7) year maximum without retroactivity of payment.

BUSINESS AND PROFESSIONAL EXPERIENCE

Business and Professional Experience either acquired after graduation from a university or other acceptable post-secondary school of learning, or acquired above requirements for entrance to an Ontario Faculty of Education shall be as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as a year (1) within the seven (7) years maximum without retroactivity of payments.

DOCUMENTATION

The onus shall be on a newly hired Teacher to produce verification of the types of experience set forth in sections 9.04 and 9.05 within four (4) months of the effective date of hiring.

At the point of hiring, the Board shall inform each newly hired Teacher of the necessity of producing the verification set forth in 9.06.1.

RECORDS

Upon hiring a Teacher the Board shall furnish the Teacher with a copy of the Collective Agreement and the Agreement will be posted in Docushare.

The Board shall provide to the Teacher a statement which indicates for each type of allowance granted:

The total number of years and/or part-years accepted by the Board at the time of hiring and the dollar rate per year that was granted and

The total number of years and/or part-years documented by the Teacher under each type of allowance whether granted or not.

The Board shall send Teachers a written acknowledgement of any changes in qualifications.

The Board may not reduce the allowance as specified in 9.04 once a Teacher is hired or first given an assignment. Allowances for experience will in no way pierce the grid maximum category.

DEPARTMENT HEADS (POSITIONS OF ADDED RESPONSIBILITY)

A Teacher appointed to a Department Head position shall hold Specialist Qualifications in at least one of the areas of the organisational unit. Should no Teacher hold the required Specialist Qualification, the Teacher appointed shall obtain such qualifications within one school year. Should the appointed Teacher fail to obtain the required Specialist Qualification after one school year, the position will be re-posted.
9.08.1.1 A Teacher in a Department Head position must have at least one permanent section per semester at that School on his/her timetable.

INTERVIEWS
9.08.2 An Interview Team of at least two persons, who shall be Superintendents, Secondary Principals or Vice Principals, shall conduct the interviews for positions of department heads.

TERM OF APPOINTMENT
9.08.3 Each appointment for a Department Head position (Major and Minor Heads) shall have a term of three (3) years, beginning on Sept 1, 2014.

DESIGNATION
9.08.4 The designation of the positions allotted to each School will be curriculum-based, equitable, and determined by the school Principal and Branch President, after consultation with the teaching staff. Final approval shall be made by the Regional Superintendent of Schools.

9.08.5 There shall be the equivalent of forty-six (46) Major Department Heads in Schools.

9.08.6 The Board may create extra Department Head positions. Consultation shall occur with the Bargaining Unit President or designate prior to such creation.

9.08.7 It is understood that two (2) Minor Department Heads equals one (1) Major Department Head.

9.08.9 A School shall have a minimum of one (1) Major Department Head.

9.08.10 The allocation of Department Heads shall be as follows:
9.08.10.1 Hearst High School: 1 Major Department Head
9.08.10.2 Kapuskasing District High School: 3 Major Department Heads and 1 Minor Department Head
9.08.10.3 Ecole Secondaire Cochrane High School: 3 Major Department Heads
9.08.10.4 Iroquois Falls Secondary School: 4 Major Department Heads and 1 Minor Department Head
9.08.10.5 Roland Michener Secondary School: 4 Major Department Heads and 1 Minor Department Head
9.08.10.6 Timmins High and Vocational School: 10 Major Department Heads
9.08.10.7 Kirkland Lake District Composite School 7 Major Department Heads
9.08.10.8 Englehart High School: 2 Major Department Heads and 1 Minor Department Head
9.08.10.9 Timiskaming District Secondary School: 10 Major Department Heads

9.08.11 School principals may organize Schools using any combination of Department Heads (Major or Minor) providing it is in accordance with 9.08.7.

9.08.12 On or before June 30 of each year, the Superintendent of Business and Finance, will calculate the amount designated in the Grants for Student Needs for payment of the allowances to Major or Minor Department Heads in secondary schools for the following school year.

9.08.13 The amount designated in the Grants for Student Needs, divided by forty-six (46), will be the allowance for a Major Department Head.
9.08.14 The allowance for a Major Department Head will be as follows:
September 1, 2014 $3984
September 1, 2016 $4024 (1% increase)
98th day of 2016-2017 school year $4044 (0.5% increase)
It can pierce the maximum applicable grid salary.

9.08.15 Minor Department Heads shall receive one half the allowance of Major Department Heads.

BOARD, REGIONAL OR DISTRICT POSITIONS
9.09 Board, Regional or District positions may be created. Examples of these positions are, but not limited to, coaches, leads, contacts, district SERT. These are positions that are not assigned to a specific school.

9.09.1 Each Teacher holding a District SERT position shall be paid an allowance of $7315.
September 1, 2014 $7315.81
September 1, 2016 $7388.97 (1% increase)
98th day of 2016-17 school year $7425.91 (0.5 % increase)

9.09.2 A Teacher at an alternate worksite who is in charge of alternative education (PACE) shall be paid 110% of category IV maximum as outlined in 9.01.

ALLOWANCES FOR DEGREES
9.10 The allowance for a Master's Degree from an Ontario University or equivalent university shall be $1370. It can pierce the maximum applicable grid salary.

ALLOWANCE FOR ADDITIONAL QUALIFICATIONS
9.11 That for encouragement to and assistance for Teachers to upgrade and/or update their qualifications, the Board agrees to pay within sixty (60) days of completion of a course for additional qualifications $60 per week to a maximum of $360 to a Teacher under contract who after one (1) year’s service with the Board successfully completes a course for additional qualifications taken beyond the basic teaching certificate. Effective August 31/2001, the $60 per week applies to summer school only. Effective Sept.1/2017, the Board shall provide $360 upon successful completion of any additional qualifications (AQ/ABQ/Masters) course. This allowance applies once per completed course, and once per school year. It is understood that to qualify for this funding, approval must be granted by the Director or designate.

CONFERENCES
9.12 The Board shall reimburse the Teacher for all reasonable expenses, in accordance with Board policy, connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher at the request of the Board.

ALTERNATIVE EDUCATION
9.13 Alternate and Adult Education Teachers who teach in regular classes are to be paid in accordance with 9.01.

SUMMER SCHOOL
9.14 Summer School Teachers are to be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01.
INDEPENDENT STUDY
9.15 Teachers who teach by independent study shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01.

NIGHT SCHOOL
9.16 Teachers who teach at night school shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01.

CONTINUING EDUCATION
9.17 Teachers who teach continuing education credits shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01. It is understood Continuing Education Teachers do not qualify for insured benefits as outlined in Article XII (Benefits).

CORRESPONDENCE (ILC)
9.18 Teachers who mark correspondence courses shall be paid according to the following:

<table>
<thead>
<tr>
<th>Lesson Type</th>
<th>2014</th>
<th>2016</th>
<th>98th day of 2016-2017 school year</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 lessons (grades 9 &amp; 10)</td>
<td>$11.26</td>
<td>$11.37</td>
<td>$11.43</td>
</tr>
<tr>
<td>20 lessons (grades 11 &amp; 12)</td>
<td>$15.76</td>
<td>$15.92</td>
<td>$16.00</td>
</tr>
<tr>
<td>Mid-term and final exams</td>
<td>$31.45*</td>
<td>$31.45*</td>
<td>$31.45*</td>
</tr>
</tbody>
</table>

ARTICLE X – METHOD OF PAYMENT
10.01 Full-time Teachers, part-time Teachers and Teachers on reduced assignment who are allocated an equal number of periods in each semester shall be paid their annual salary in equal instalments every second Thursday between September 1 and August 31. This is usually 26 pay periods, but on occasion will correspond to 27 pay periods.

10.02.1 Part-time Teachers and Teachers on reduced assignments who are allocated periods in only one semester shall be paid in equal payments on the same dates as full-time Teachers during that semester.

10.02.2 Part-time Teachers and Teachers on reduced assignment shall have the option to be paid their annual salary in equal payments on the same dates as the full-time Teachers during the school year providing that some of their teaching duties are in the first semester.

10.02.3 For a part-time Teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this Collective Agreement shall be prorated in the ratio that the Teacher’s assignment bears to a full-time assignment of 6.0 classes and 0.67 equivalent programs not to exceed 1250 minutes.

<table>
<thead>
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<th>ASSIGNMENT</th>
<th>FTE STATUS</th>
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<tr>
<td>1 class</td>
<td>17%</td>
</tr>
<tr>
<td>2 classes</td>
<td>33%</td>
</tr>
<tr>
<td>3 classes</td>
<td>50%</td>
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<tr>
<td>4 classes</td>
<td>67%</td>
</tr>
<tr>
<td>5 classes</td>
<td>83%</td>
</tr>
<tr>
<td>6 classes</td>
<td>100%</td>
</tr>
</tbody>
</table>
10.03 Where a Teacher works only a part of the school year, the Teacher shall be paid a salary in the proportion that the number of days which the Teacher works bears to the total number of work days in the school year.

10.04 Teachers taking any approved leave of absence shall have the option of receiving any salary owing up to the last day worked as a lump sum payment or equal payments during the summer months as per the pay schedule. A Record of Employment (ROE) will be issued after the last payment.

10.05 Retroactive pay as a result of change in category or change in teaching assignment or promotion or resolution of grievance(s) or the signing of a memorandum of agreement shall be paid to the Teacher(s) within forty-five (45) calendar days.

10.06 Teachers who leave the employ of the Board will be paid any salary owing up to the last day worked.

10.07 Payment by each Teacher for statutory deductions and benefits determined by the Bargaining Unit shall be made in equal deductions.

10.08 Unless unforeseen circumstances occur, the Board shall provide the pay information slip to each Teacher at least one day prior to the day on which the direct deposit of the pay is made.

10.09 Each time there is a change in pay calculations (due to category change, FTE change, mid-year leave or return from leave, mid-year resignation or retirement), Teachers shall be provided with a copy of the calculation indicating how their new pay has been calculated, with the exception of the annual incrementing process.

10.10 For the purposes of reporting hours worked for Employment Insurance (EI), the Board shall record each full work day as 8 hours worked.

**OSSTF DUES**

10.11.1 On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

10.11.2 The OSSTF dues deducted in 10.11.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance Number, annual salary, salary for the period, and the amounts deducted.

10.11.3 Dues specified by the Bargaining Unit no later than June 30 of the preceding school year, if any, shall be deducted on each pay date and remitted to the Treasurer of OSSTF District 1 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance numbers, annual salary, salary for the period, and the amounts deducted.

10.11.4 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.
ARTICLE XI - PD FUND
11.01 Effective Sept. 1 2017, the Board shall provide the Bargaining Unit with $25,000 annually to be used at the Bargaining Unit’s discretion to fund Teacher-initiated professional development opportunities.

ARTICLE XII - BENEFITS
12.01 Participation in the Insured Benefit Plans is compulsory for all Teachers 0.5 full-time equivalent or greater.

12.02 Effective September 1, 2008 the employer shall contribute to the Bargaining Unit $3202 for each 0.5 full-time equivalent or greater Secondary School Teacher for extended health, dental, group life, and accidental death and dismemberment insurance plans. The total count of 0.5 full-time equivalent or greater shall be determined in the following manner:

\[
\frac{\text{No. of 0.5 + No. of 1.0 FTE (Oct. 31) + No. of 0.5 + No. of 1.0 FTE (March 31)}}{2}
\]

It is understood that the payment is for the school year of September 1 to August 31.

12.03 Notwithstanding 12.02 the Board shall assume the costs and administration of statutory benefits for all Teachers.

12.04 The Board is not the insurer of benefits for the Teachers. Any issue arising under the benefit contracts of insurance, between OSSTF and its members, is not capable of being a difference between the Board and OSSTF and is not capable of being the subject matter of a grievance save and except articles 12.02, 12.03, 12.05 and 12.07.

12.05 The money specified in 12.02 shall be remitted to the carrier or agent as specified by the Bargaining Unit in quarterly payments on the first of October, January, April and July.

12.06 The Bargaining Unit shall assume all administration of the benefits, excluding statutory benefits, for the Teachers.

12.06.1 Notwithstanding article 12.06, the Board agrees to insert in the hiring package for all newly hired Teachers the forms to enrol in the Insured Benefits plan. The Bargaining Unit shall assume the responsibility for the enrolment of Teachers in the Insured Benefit Plan.

12.07 The Board shall supply the Bargaining Unit with the following, on an annual basis.

12.07.1 An updated list of Teachers and newly hired Teachers including their F.T.E., on or before September 30 and on or before February 28.

12.07.2 A list of F.T.E.’s as of October 31, on or before November 30.

12.08 The Bargaining Unit shall assume the responsibility for instructing the Board what portion of the benefits allocation to report as taxable benefits on the Teachers’ T-4 slips.
LONG TERM DISABILITY (LTD) INSURANCE PLAN
12.09 All Teachers shall participate in the Long Term Disability Insurance as a condition of employment subject to the terms of the OSSTF LTD plan administered by OTIP.

12.09.1 One hundred percent of the premium for the Long Term Disability plan shall be paid by the Teacher.

12.09.3 The Board neither is the policyholder of the Long Term Disability contract nor shall be liable should a claim for Long Term Disability be denied. To be clear, differences arising under the LTD contract are not capable of being differences between the parties and cannot, therefore, be the subject matter of a grievance.

ARTICLE XIII – LEAVES OF ABSENCE
13.01.1 When a Teacher is granted a leave of absence for a period of two (2) years or less, the Teacher shall return to the teaching staff at the same position he/she left provided it still exists. Otherwise he/she may return to an alternate position for which he/she is qualified at the discretion of the Board in consultation with the Bargaining Unit President and the Principal concerned. The provision applies only if during the leave of absence, the Teacher informs the Board by April 1 preceding the end of the leave of absence, of his/her decision to return to this educational system.

13.01.2 Notwithstanding 13.01.1, a Teacher on a leave of absence may request to extend the leave on or before April 1 preceding the end of the leave of absence.

13.01.3 Qualified teaching experience for the purposes of Article VI (Salary Schedule and Allowances) will not accrue for a Teacher who is granted a leave of absence in accordance with 13.01.1 or 13.01.2.

13.02 A Teacher who has been granted a leave of absence according to 13.01.2 will be exempt from the provisions of this clause. When a Teacher is granted a leave of absence for a period of more than two (2) years, the Teacher shall be given the first opportunity for a teaching position for which he/she is qualified, in any secondary school under the jurisdiction of the Board where an opening exists, provided that by April 1 preceding the end of the leave of absence, the Teacher informs the Board of his/her decision to return to this educational system.

DEDUCTIONS FROM SICK LEAVE CREDITS
13.03.1 Absence over five (5) school days may be certified by a qualified chiropractor, medical or dental practitioner.

13.03.2 Notwithstanding 13.03.1, the Director of Education or designate may require, given reasonable grounds, a Teacher to submit a certificate for a period of absence fewer than five (5) days from a Board-designated medical practitioner.

13.03.3 The Board will pay the cost of any medical certificate from the Board’s designated medical practitioner requested by the Board with reasonable grounds.

13.03.4 Deduction for absence because of illness, emotional or physical disability shall be calculated to the nearest quarter of a day.
ABSENCE COVERED BY WORKPLACE SAFETY INSURANCE BOARD (WSIB)

13.04.1 A Teacher must accept any payment of an award by the Workplace Safety Insurance Board made in respect of loss of salary unless an appeal is made. When all appeals have been finalised, the Teacher shall pay the amount received, as a result of the Appeal, to the Board.

13.04.2 A Teacher shall have the right to use sick leave credits, on a pro-rated basis, to supplement his/her salary award by the Workplace Safety Insurance Board, provided that the combined sums do not exceed his/her regular salary for the period of the award.

LEAVE OF ABSENCE FOR SPECIAL REASONS NOT CHARGEABLE TO SICK LEAVE

13.05.1 Five (5) days per year shall be provided for absences for medical appointments and shall not be deducted from sick leave credits. These shall be calculated to the nearest quarter of a day.

13.05.2 For the purpose of article 13.06 and 13.07, “immediate family” shall be defined as the Teacher’s:
- spouse, fiancé(e)
- child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, grandchild, foster child, ward
- parent, parent-in-law, grandparent, guardian, dependent family member
- aunt, uncle, niece, nephew

13.05.3 However, there may be exceptional situations where the Teacher may be granted leave, subject to the approval of the Director of Education or designate.

BEREAVEMENT AND SERIOUS ILLNESS LEAVE

13.06.1 Provided that the Teacher has given verbal notification to the Principal or designate prior to the taking of the leave, the Teacher will be granted absence from duty because of bereavement or serious illness in the Teacher’s immediate family up to, but not exceeding five (5) school days on each occasion, with pay and benefits outlined in Article XII (Benefits). For example, leave will be granted to accompany an immediate family member, suffering from a serious illness, to an out of town appointment/procedure with a medical specialist providing the Teacher submits a doctor’s certificate attesting to the purpose of the visit.

13.06.2 Any other paid leave may be granted at the sole discretion of the Director of Education or designate.

COMPASSIONATE LEAVE OF ABSENCE

13.07.1 Compassionate leave is leave which is granted to a Teacher because of a crisis in the immediate family or a personal crisis. A leave of this nature will usually cover extraordinary circumstances that are beyond the individual member’s control and which require that individual’s personal and immediate attention.

13.07.2 Exclusive of absence due to sickness, the Board through the Director of Education or designate may grant Compassionate leave up to a maximum of five (5) days with pay and benefits under Article XII (Benefits) for any individual request. Compassionate leave may be received consecutively and in addition to the number of days granted in Section 13.06.1.
LEAVE FOR PERSONAL BUSINESS

13.08.1 Exclusive of absence due to sickness, the Board will grant three (3) personal leave days annually without loss of salary, experience, seniority, or benefits under Article XII (Benefits) to a Teacher, upon request to the Principal.

13.08.2 Whenever possible, five (5) days notice shall be given.

13.08.3 Except for unusual circumstances, personal leave days shall not be used immediately preceding or immediately following school breaks – Christmas and March Break.

LEAVE FOR EXAMINATIONS

13.09 Leave of absence for one day without loss of pay, experience, seniority, and benefits under Article XII (Benefits) will be granted to a Teacher to write an examination, written to improve his/her professional or academic.

YEARLY LEAVE FOR OSSTF OFFICERS

13.10.1 Upon written application to the Board by the Bargaining Unit, the Board through the Director of Education or designate will grant Leave for OSSTF Business.

13.10.2 The Bargaining Unit shall notify the Board of the names of Teachers to receive such OSSTF leave.

13.10.3 The Board shall hire Occasional Teachers to replace a Teacher on Leave for OSSTF Business.

13.10.4 Provided the Board receives notification by May 31 in the preceding school year, the Board will grant leave for designated member(s) of the Bargaining Unit for OSSTF duties without reduction in pay, allowances, benefits, increment, experience, seniority, or cumulative sick leave credits. The cost incurred of these long-term leaves will be borne by the Bargaining Unit who shall reimburse the Board at the cost of Category II minimum for two full-time equivalent Teachers. The balance of approved long-term leaves shall be reimbursed at the actual cost of salary and benefits.

13.10.5 Leaves referred to above shall be without reduction in pay, allowances, benefits, increment, experience, seniority or sick leave credits.

13.10.6 The Teacher(s) on Leave for OSSTF Business shall retain all rights outlined in this Collective Agreement as though he/she/they were teaching full-time.

LEAVE FOR GRIEVANCE, ARBITRATION, AND/OR MEDIATION

13.11.1 All Teachers required for grievance, arbitration, and/or mediation shall be granted leave without reduction in pay, allowances, benefits, increment, experience, seniority, or sick leave credits. The Board shall provide and the Bargaining Unit pay for Occasional Teachers to replace the said Teachers.

13.11.2 There shall be no reprisals of any kind taken against any person(s) because of participation in negotiations, grievance, arbitration, and/or mediation, or because of the carrying out of OSSTF duties.
OTHER LEAVES REQUESTED BY THE BARGAINING UNIT
13.12 All other Bargaining Unit requested leaves as approved by the Director of Education or designate shall be without reduction in pay, allowances, benefits, increment, experience, seniority, or sick leave credits. The Board shall provide and the Bargaining Unit shall pay for Occasional Teachers to replace said Teachers. Approval of such leaves shall not unreasonably be withheld.

LEAVE FOR THE BIRTH OF A CHILD
13.13 A Teacher shall be granted a leave of two (2) days without loss of salary, benefits, experience or seniority upon the birth of the child.

EMERGENCY LEAVE
13.14.1 If a Teacher is unavoidably detained due to unforeseen circumstances, the Board may grant an emergency leave without loss of salary, benefits, experience or seniority.

13.14.2 The Teacher shall notify the school of the delay as soon as reasonably possible.

INCLEMENT WEATHER
13.15 A Teacher who is unavoidably detained or unable to report to work from their domicile because of inclement weather shall be granted leave without loss of salary, benefits, experience or seniority.

QUARANTINE
13.16 Leave with pay and without loss of benefits, experience or seniority shall be granted to a Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

ARTICLE XIV – STATUTORY LEAVES OF ABSENCE
14.01 When a Teacher is elected to political office (Federal or Provincial) or to Provincial office of OSSTF, he/she will be granted upon request a leave of absence. When the Teacher returns, he/she shall be given the first opportunity for a teaching position for which he/she is qualified in any secondary school under the jurisdiction of the Board where an opening exists, provided that by April 1 preceding the end of the leave of absence the Teacher informs the Board of his/her desire to return to this educational system.

LEAVE FOR JURY OR WITNESS DUTY
14.02 Leave of absence shall be granted without deduction of salary, experience, seniority, and benefits under Article XII (Benefits) when a Teacher is required to serve on a jury or as a subpoenaed witness in any proceeding.

PREGNANCY LEAVE
14.03.1 Pregnancy Leave means leave taken for purpose of giving birth and/or recovering therefrom. A pregnant Teacher shall be entitled to Pregnancy Leave on a no pay basis as provided for in this Agreement.

14.03.2 A pregnant Teacher who intends to take Pregnancy Leave shall notify the Board of the dates on which she intends to leave and return to active employment. The actual dates of leaving and returning may be altered for medical reasons.
14.03.1 A Teacher returning from Pregnancy Leave to active employment shall be reinstated to the position which she held prior to Pregnancy Leave. The Teacher may agree to accept an alternate position offered by the Board.

14.03.2 Notwithstanding 14.03.1, the Teacher returning from Pregnancy Leave is subject to Article XVIII (Seniority, Transfer, Surplus, Displacement, Redundancy, and Recall Procedures).

14.03.4 The timing and length of the Pregnancy Leave will be in accordance with the relevant clause in The Employment Standards Act currently in force.

14.03.5 The Board will continue to pay the benefits for a Teacher on Pregnancy Leave in accordance with Article XII (Benefits) and insured benefits will be provided in accordance with the Employment Standards Act.

SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN
14.04.1 The Board shall provide for Teachers, a SEB plan to top up their E.I. Benefits. The Teacher who is eligible for such leave shall receive 100% of their salary for the two (2) week waiting period, and the difference between the gross amount the Teacher receives from E.I. and their regular gross pay for a maximum of a further twelve (12) week period following the birth of the child, provided the period falls within the school year and during a period for which the Teacher would normally be paid.

14.04.1.1 For clarity, for any part of the fourteen (14) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder number of weeks of top-up shall be payable after that period of time.

14.04.1.2 Teachers who require a longer recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

14.04.2 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

14.04.3 Teachers hired in a term position shall be entitled to the benefits outlined in 14.04.1 above, with the length of the SEB benefit limited by the term of the assignment.

14.04.4 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.

14.04.5 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 STLDIP.

14.04.5.1 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.

14.04.5.2 Teachers who require a longer recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

14.04.6 If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
14.04.7 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

14.04.8 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.

14.04.9 Nothing in this Article shall remove from the Teacher any of the rights to which she is entitled under the provisions of the Employment Standards Act or this Collective Agreement.

14.04.10 The Board shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on the Teacher because the Teacher is or will become eligible to take, intends to take or takes Pregnancy Leave.

ADOPTION LEAVE
14.05.1 Adoption Leave shall be granted without pay. The timing and length of the adoption leave shall be the same as 14.03.4.

14.05.2 A Teacher who intends to take Adoption Leave shall notify the Board of the dates on which the Teacher intends to leave and return to active employment.

14.05.3 Subject to Article XVIII (Seniority, Transfer, Surplus, Displacement, Redundancy, and Recall Procedures), a Teacher returning from Adoption Leave shall be reinstated to the position which he/she held prior to Adoption Leave. The Teacher may agree to accept an alternative position offered by the Board.

14.05.4 A Teacher on Adoption Leave may continue to benefit from the Benefit Plans in accordance with Article XII (Benefits).

14.05.5 A Teacher shall be granted a leave of three (3) days without loss of salary upon the availability of a child to be adopted by him/her.

14.05.6 The Board shall provide for Teachers on Adoption Leave a supplemental employment benefits plan approved by the Canada Employment and Immigration Commission in accordance with this article.

14.05.6.1 This plan will pay an allowance equal to ninety-five percent of the Teacher’s normal weekly earnings during the mandatory two-week waiting period for Employment Insurance Adoption Benefits.

14.05.6.2 In order to qualify for the allowance stipulated in 14.05.6.1, the Teacher must be eligible and make application for Employment Insurance benefits prior to the allowance being payable.

PARENTAL LEAVE
14.06.1 The definition of Parent and Parental Leave shall be the same as The Employment Standards Act of Ontario.

14.06.2 A Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of the child is entitled to Parental Leave.
14.06.3 The timing and length of the Parental Leave will be in accordance with the relevant clause in The Employment Standards Act currently in force.

14.06.4 The leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

14.06.5 The Board will continue to pay the benefits for a Teacher on Parental Leave in accordance with Article XII (Benefits) and insured benefits will be provided in accordance with the Employment Standards Act.

14.06.6 Application for this leave must be made in writing to the Director of Education at least two (2) weeks prior to the date the leave is to begin.

14.06.7 This notice does not apply in the case of a Teacher who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

14.06.8 The Parental Leave described in 14.06.2 begins on the day the Teacher stops working.

14.06.9 The Teacher must then give the Board written notice that the Teacher wishes to take leave within two (2) weeks after the Teacher stops working.

14.06.10 Upon request, Parental Leave may be extended for a period of up to two (2) years.

14.06.10.1 During an extended Parental Leave, a Teacher shall not be entitled to any benefits except those explicitly granted by 14.06 or any related Act or Regulation.

14.06.11 The Board shall pay 95% of the Teacher’s salary for the first two weeks of Parental Leave, providing it is not an extension of a Pregnancy Leave.

14.06.11.1 The Board shall not pay the benefits contribution for the period of extended leave under 14.06.11, nor shall the Bargaining Unit be liable for benefits during this extended leave.

14.06.12 The Board shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on the Teacher because the Teacher is or will become eligible to take, intends to take or takes Parental Leave.

14.06.13 The Teacher who has given notice to begin Parental Leave as per 14.06.6 may change the notice to an earlier date if the Teacher gives the Board at least two (2) weeks written notice before the earlier date.

14.06.13.1 The Teacher who has given notice to begin Parental Leave as per 14.06.6 may change the notice to a later date if the Teacher gives the Board at least two (2) weeks written notice before the leave was to begin.

14.06.13.2 The Teacher who has given notice to end Parental Leave may change the notice to an earlier date if the Teacher gives the Board at least four (4) weeks written notice before the earlier date.

14.06.13.3 The Teacher who has given notice to end Parental Leave may change the notice to a later date if the Teacher gives the Board at least four (4) weeks written notice before the date leave was to end.
14.06.14 The Board shall permit a Teacher to return to the duties the Teacher most recently held with the Board or to a comparable position should that one no longer exists at the end of the Parental Leave with no loss of seniority, rights or benefits accrued prior to the commencement of the Parental Leave.

14.06.14.1 Notwithstanding this provision, the Teacher is subject to Article XVIII (Seniority, Transfer, Surplus, Displacement, Redundancy, and Recall Procedures).

14.06.14.2 The Teacher shall continue to accrue seniority and experience during Parental Leave except during extended periods granted under 14.06.11.

14.07 A Teacher returning to active teaching duties, with the Board, after a leave of absence shall be entitled to the sick leave credit gratuity benefits and sick leave credits accumulated before the commencement of his/her leave of absence.

14.08 A Teacher returning to active teaching duties, with the Board, after a leave of absence shall be entitled to the same seniority rights that he/she enjoyed prior to leaving. This excludes a Teacher who applies for leave to other jobs that offer similar security of employment. A Teacher granted such leave shall not be eligible for any increment or increase in salary that would have been received had the leave not been taken. A Teacher granted such leave and the Bargaining Unit President will sign an agreement stating the duration of the leave and whether seniority rights will accrue or not during the leave prior to the taking of the leave.

ARTICLE XV – RETIREMENT GRATUITY & RETIREMENT SAVING PLAN

SICK LEAVE CREDIT GRATUITY
15.01 All Teachers hired prior to September 1, 1998 shall continue to receive the retirement gratuity as specified in the Collective Agreement which was negotiated between the former Bargaining Unit and Predecessor Board. The applicable provisions and the list of Teachers who receive the provisions will be listed in Appendix C (Sick Leave Gratuity Plans and Entitled Teachers).

GROUP RETIREMENT SAVINGS PLAN
15.02 The Board shall make a contribution of $3500 to the Group Retirement Savings Plan on behalf of each Teacher hired effective or after September 1, 1998. The Teacher shall receive the contribution after two continuous school years of employment. The calculation of service is to commence from September 30, or February 28, of the semester of hire. No current or past Teacher shall be eligible to receive this amount from the Board more than once.

15.03 The Bargaining Unit shall determine the carrier and plan design for the Group Retirement Savings Plan.

ARTICLE XVI – VACANCIES

VACANCIES
16.01 Qualified Teachers shall receive a response to applications submitted for posted positions.

16.02 The Board shall make every reasonable effort to interview qualified Teachers who apply for posted positions.
16.03 The Board may decide not to fill a vacancy for the sole reason that the full-time equivalent student enrolment on October 31 for that school is twenty-two full-time equivalent students less than the projected full-time equivalent student enrolment.

16.03.1 The Board shall provide the Bargaining Unit President or designate with all relevant information prior to the decision outlined in 16.03.

**POSTING OF VACANCIES**

16.04.1 No Teacher position shall be advertised externally until all qualified Teachers as identified in Article XVIII (Seniority, Transfer, Surplus, Displacement, Redundancy, and Recall Procedures) have been placed either by transfers and/or by reorganization of the Schools’ timetables or have refused the position to be advertised.

16.04.2 A job posting will be required for any period of absence in excess of 60 Days.

16.04.3 All vacancies for secondary school positions shall be advertised at the designated area in each School and Campus and the Board website for three (3) school days prior to external posting.

16.04.4 With the agreement of the Bargaining Unit President or designate, external posting may run concurrently with internal advertising.

16.04.5 All postings shall be sequentially numbered and shall include the following:

16.04.5.1 date of issue;

16.04.5.2 date of closure;

16.04.5.3 School or Campus or region;

16.04.5.4 vacancy advertised including but not limited to the number of periods and subject areas;

16.04.5.5 the course codes for the periods being posted;

16.04.5.6 the name of the person to whom the application should be directed;

16.04.5.7 If the position is less than full-time, the posting must so indicate;

16.04.5.8 If the posting is for a position of responsibility, the posting must indicate whether there are sufficient teaching periods available for the position to be full-time;

16.04.5.9 Vacancies will be specified as a Teacher or Occasional Teacher position at the time of posting. Specific term assignments will be noted in the posting.

16.05 The Bargaining Unit President will receive a copy of posting for all vacancies.

**ARTICLE XVII – STAFF GENERATION AND ALLOCATION**

**SECONDARY SCHOOLS STAFFING COMMITTEE**

17.01 A District School Board Ontario North East Secondary Schools Staffing Committee shall be composed of the three Supervisory Officers, the Senior Manager of Human Resources and three representatives from the Bargaining Unit selected by the Bargaining Unit.

17.02 The Committee shall meet prior to the date for the declaration of surplus to share information on staffing allocation procedures and consider any operational concerns with the interpretation or application of the surplus provisions of Article XVIII (Seniority, Transfer, Surplus, Displacement, Redundancy, and Recall Procedures).

17.03 The Committee shall review the communications procedures expected at the school level with the school Principal.
17.04 The Committee shall review the list of surplus staff.

17.05 The Committee shall review the list of redundant staff.

17.06 The Staffing Committee shall review the distribution of classroom Teachers within schools at least twice during the school year, at the request of either party.

17.07 The Committee shall meet as required above or at any other times as requested by either party.

17.08 The Committee shall monitor the application of the workload provisions.

17.09 The Committee shall review by May 15th the Projected Student Enrolment and the application to staffing as it pertains to the determination of the staff complement.

IN SCHOOL STAFFING

17.10 The Principal and Branch President or designate shall review the administration and application of the staffing provisions contained in the Collective Agreement and the method of staffing the School during the school year, including the allocation of instructional time (teaching assignments) and supervision responsibilities, prior to the Teachers being informed of such allocation.

17.11 The Principal and Branch President or designate will review the allocation of instruction time at least three (3) times during the school year, at the request of either party.

17.12 The Principal and Branch President or designate shall review the timetables of teaching staff September 30th and March 1 of each year and forward unresolved issues to the Secondary Schools Staffing Committee.

ARTICLE XVIII – SENIORITY, TRANSFER, SURPLUS, DISPLACEMENT, REDUNDANCY AND RECALL PROCEDURES

SENIORITY

18.01 The Board shall develop a list of all Teachers with the Board in order of their acquired seniority as of October 31 and as of March 1.

18.02 Any approved absence including layoff with recall rights shall not be considered an interruption of continuous secondary service.

18.03 In determining the length of continuous service with the Board, each year of part-time teaching shall be considered a full year of continuous service for that part-time assignment.

18.04 Notwithstanding 1.22, for persons engaged to teach under the authority of a Letter of Permission, seniority shall not accrue during the term of the teaching assignment unless the Teacher is granted an Ontario Teacher’s Certificate and then the seniority will be retroactive to the beginning of the continuous assignment.

18.05 The list shall be rank ordered such that the most senior Teacher is at the top of the list and the most junior is at the bottom.
18.06 The seniority list shall be emailed to all Teachers currently on the seniority list and to the Bargaining Unit President no later than October 31 and March 1 of each school year.

18.07 Teachers hired on or after January 1, 1998 shall be added to the seniority list based on the date and time of hiring.

18.08 Should a tie in rank ordering occur based on the first day of continuous secondary experience, or in the case of Teachers hired on or after January 1, 1998, the date and time of hiring, the following criteria shall be used to break the tie:

18.08.1 additional years of secondary teaching experience with the Board or its Predecessor Boards;
18.08.2 additional years of elementary teaching experience with the Board or its Predecessor Boards;
18.08.3 additional years of teaching experience in Ontario;
18.08.4 additional years of teaching experience in Canada;
18.08.5 additional years of teaching experience outside of Canada;
18.08.6 category placement; or
18.08.7 by lot conducted by the Director of Education or designate and the Bargaining Unit President or designate.

18.09 In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

18.10 The Teacher shall be responsible for providing the appropriate documentation acceptable to the Board for any teaching experience outside the Board or its Predecessor Boards.

**TEACHER EXCHANGE**

18.11.1 Teachers who wish to be considered for an exchange with a Teacher in another secondary school for the following semester must inform the Director of Education or designate in writing no later than three (3) months prior to the end of the semester.

18.11.2 A request for exchange shall include a list of:
18.11.2.1 qualifications;
18.11.2.2 the areas in which the Teacher has taught, but for which the Teacher is not qualified; and
18.11.2.3 the areas in which the Teacher would like to teach.

18.11.3 All such requests as per 18.11 shall remain on file with the Regional Superintendent(s) of Schools or designate(s) for a school year.

**TEACHER TRANSFERS**

18.12 Any transfer which is mutually agreeable to the Teacher and the Director of Education or designate may be arranged at any time.

**ADMINISTRATIVE INITIATED TRANSFERS**

18.13.1 Administrative initiated transfers are those recommended to meet curriculum-based or program needs as determined by the appropriate Regional Superintendent of Schools.

18.13.2 Administrative initiated transfers outlined in 18.13.1 shall not be used as a disciplinary measure.

18.13.3 Administrative initiated transfers shall occur only within Entities.
18.13.4 Any Teacher who is subject to an administrative initiated transfer shall be notified as soon as possible but no later than June 7 of the preceding school year.

18.13.5 Any Teacher who is subject to an administrative initiated transfer shall not suffer any loss of allowances for the remainder of their headship term.

18.13.5.1 Upon request, the Teacher subject to an administrative initiated transfer shall be granted an interview with the Regional Superintendent. The Teacher shall have the right to Bargaining Unit representation during this meeting.

18.13.6 When a Teacher is subject to an administrative initiated transfer from a School in one municipality to a School in another municipality within the Entity, the Board will pay the Teacher an allowance of one thousand dollars ($1,000) per semester.

18.13.7 A Teacher who is transferred within the Entity formed by Roland Michener Secondary School and Timmins High and Vocational School shall not be entitled to the allowance outlined in 18.13.6.

**SURPLUS DECLARATION**

18.14.1 In schools that are staffed in excess of staff complement, adopted by the Board, the least senior Teachers who are not qualified in accordance with the Act and Regulations as amended, or who do not have teaching experience, university background or related work experience in the subject areas required to staff the schools, shall be declared surplus to the School.

18.14.2 Notwithstanding 18.14.1, the least senior Teachers within the Entity shall be declared surplus to the Entity and the staffing of the Schools within the Entity shall be adjusted to reflect the requirements of staffing.

18.14.3 Teachers on any approved leave shall appear on the staff list of the originating School or Entity.

18.14.4 The principal concerned shall notify in writing a Teacher who is to be declared surplus no later than May 15. Such notification is to be preceded by an interview with the Teacher in the presence of the Branch President or designate concerned.

18.14.5 The Bargaining Unit President shall be provided with all relevant information regarding surplus declarations such as projected enrolment, preliminary staffing allocation, and current seniority list, prior to the declarations.

18.14.6 A Teacher who is declared surplus and has been placed in another School or Entity shall have the right to return to a teaching position for which he/she is qualified in accordance with the Education Act and Regulations as amended which become available at the School or Entity from which the Teacher was declared surplus within a school year of the placement.

18.14.7 In order to facilitate the staffing process, known vacancies for Board, Regional or District positions shall be posted by May 1 and filled by May 31 for the following school year.

18.14.8 All Teachers may apply for new Board, Regional or District positions.
**DISPLACEMENT PROCESS**

18.15.1 Surplus Teachers, Teachers who are currently on the recall list and Teachers in jeopardy of being displaced in the process shall have the opportunity to participate in the displacement process.

18.15.2 Should any position at a Teacher’s Entity become available after the surplus procedure has been completed and prior to the end of the displacement process, such a position shall be given, on the basis of seniority to a Teacher who was declared surplus provided the Teacher is qualified or can become qualified in accordance with the Education Act and Regulations as amended by the effective date of the commencement of the position.

18.15.3 The principal of the school shall adjust staffing within the school to accommodate the displacement so that the most junior qualified Teacher in the system who is not declared redundant can be displaced.

18.15.4 Notwithstanding 18.15.3, should the qualifications held by the staff of the school not meet the qualifications required by the Education Act and its regulations as amended to fill the vacancy, then the next most junior qualified Teacher in the system who is not declared redundant in the system will be displaced.

18.15.5 The number of displacements shall be kept to a minimum.

18.15.6 The vacancy options sheet shall be provided to all Teachers involved in the displacement process.

18.15.7 Teachers shall have at least 72 hours to make their choice known on the vacancy options sheet.

18.15.8 All Teachers participating in the displacement process shall have the right to release a partial timetable at their originating School in order to select an increased FTE workload at another School, that is available on the vacancy options sheet, without losing any part of their FTE status. To be eligible to increase their FTE in this manner, a Teacher must choose a position that will increase their FTE by at least 0.33.

18.15.9 A Teacher may elect to refuse a position on the vacancy options sheet, based on travel/geography, to be declared redundant, and be placed on the recall list.

18.15.10 Teachers shall have the right to OSSTF representation throughout the displacement process.

**REDUNDANCY**

18.16.1 Should a reduction in staff become necessary, the least senior Teachers who are not qualified in accordance with the Act and Regulations as amended, or who do not have teaching experience, university background or related work experience in the subject areas required to staff the schools, shall be declared redundant.

18.16.2 Such Teachers shall be informed of their redundancy in writing by the Board no later than June 7.

18.16.3 The number of qualified Teachers declared redundant by the Board shall not exceed the total reduction of staff-based on the staffing complement adopted by the Board.
18.16.4 Reductions in qualified Teachers shall start at the bottom of the Seniority List with the least senior Teacher and proceed up the ranked list, subject to the displacement process.

18.16.5 The Board shall continue to pay the benefits contribution until August 31 of the year in which the Redundant Teachers are declared redundant.

18.16.6 The Bargaining Unit President or designate shall be provided with all relevant information prior to declaration of redundancy.

RECALL
18.17.1 The Board shall establish and maintain a recall list of all Teachers declared redundant.

18.17.2 Teachers who have been declared redundant shall, for a period no longer than two (2) consecutive school years, be recalled to vacancies based on seniority and be reinstated as though there had been no interruption in service.

18.17.3 Notwithstanding 18.17.2, the Teacher who is being recalled must be qualified in accordance with the Education Act and Regulations as amended for the position for which he/she is being recalled.

18.17.4 When a position becomes available, the Board shall contact the Teacher being recalled by Board email. The recall notice (which includes the Teachers’ names) shall also be emailed to the Bargaining Unit President.

18.17.5 The Bargaining Unit President shall also be provided with a copy of all recall positions being offered.

18.17.6 The Teacher must respond within five (5) calendar days of the date of the email.

18.17.7 A Teacher has the right to refuse recall to a position offered by the Board, other than in the originating school or within the originating entity, without prejudice to the Teacher’s recall rights.

18.17.8 A position offered within the originating Entity that the Teacher is qualified to teach and that fits within the Teacher’s current permanent assignment that is not responded to or refused will result in the Teacher being removed from the recall list for the portion of the FTE that was offered.

OTHER OPTIONS
18.18 Redundant Teachers shall have the right to become Occasional Teachers without losing recall rights.

18.19 Redundant Teachers shall have the right to continue their seniority as an Occasional Teacher, without loss of seniority rights.

18.20 Redundant Teachers on the Recall List shall be placed in order of seniority and qualifications into positions to replace a Teacher who has died during a school year.

18.21 Redundant Teachers shall have the first right to classes in continuing education and summer school provided they are qualified in accordance with the Education Act and Regulations as amended.
18.22 Redundant Teachers shall have the right to severance pay of four (4%) percent of the sum of their salaries, including grid placement and all allowances, for up to a maximum of the previous five (5) years of service.

18.23 The Redundant Teacher shall decide whether to go on the Recall List or accept the severance pay and communicate his/her decision in writing to the Director of Education or designate on or before the last day in June.

18.24 The Parties agree that the acceptance of a severance allowance terminates all Employer-Teacher obligations.

18.25 Should the Redundant Teacher decide to accept the severance pay outlined in 18.22, it shall be paid on or before Aug 31.

18.26 Redundant Teachers shall have the right to request and have granted a total of two (2) days leave singularly or consecutively without loss of pay, benefits, sick leave credit, experience, or seniority for scheduled job interview(s).

18.27 IMPORTANT DATES (FOR REFERENCE)

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<tr>
<th>DATE</th>
<th>EVENT</th>
<th>ARTICLE REFERENCE</th>
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<tr>
<td>anytime</td>
<td>Teachers can indicate their desire to transfer</td>
<td>18.12</td>
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<tr>
<td>by Oct. 31</td>
<td>Seniority list emailed to all Teachers</td>
<td>18.06</td>
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<tr>
<td>by Oct. 31</td>
<td>Indicate desire for a Teacher exchange for next semester</td>
<td>18.11.1</td>
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<tr>
<td>by March 1</td>
<td>Seniority list emailed to all Teachers</td>
<td>18.06</td>
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<tr>
<td>By March 30</td>
<td>Indicate desire for a Teacher exchange for next semester</td>
<td>18.11.1</td>
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<tr>
<td>By April 1</td>
<td>Teachers on leave notify Board if they are returning</td>
<td>13.01.2</td>
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<tr>
<td>By May 1</td>
<td>Postings for known vacancies for district, regional and board positions</td>
<td>18.14.7</td>
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<tr>
<td>Before May 15</td>
<td>Staffing committee meets regarding surplus</td>
<td>17.02</td>
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<td>By May 15</td>
<td>Staffing committee meets regarding student enrolment and staffing</td>
<td>17.09</td>
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<td>By May 15</td>
<td>Surplus Teachers are notified</td>
<td>18.14.4</td>
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<tr>
<td>By May 31</td>
<td>Board, regional and district positions are filled</td>
<td>18.14.7</td>
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<td>By June 4</td>
<td>Surplus and redundant Teachers are provided with a list of all available positions (vacancy options sheet)</td>
<td>18.15.7</td>
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<td>By June 7</td>
<td>Teachers subject to administrative transfer are notified</td>
<td>18.13.4</td>
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<tr>
<td>By June 7</td>
<td>Redundant Teachers are notified</td>
<td>18.16.2</td>
</tr>
<tr>
<td>By June 30</td>
<td>Available positions are offered to surplus and redundant Teachers</td>
<td>18.16.2</td>
</tr>
<tr>
<td>By August 31</td>
<td>Redundant Teachers who selected severance pay shall receive it</td>
<td>18.25</td>
</tr>
<tr>
<td>September 1</td>
<td>Benefits end for redundant Teachers</td>
<td>18.16.5</td>
</tr>
</tbody>
</table>

ARTICLE XIX – PERSONNEL FILES

19.01 A Teacher shall have access to his/her personnel file maintained by the Director of Education or designate at the Board office.

19.02 In the presence of the Director of Education or designate, the Teacher shall date and initial each document in the file and shall have the right to make photocopies of any material contained therein. Initialling the document does not indicate agreement with the contents, but simply indicates that the document has been read.
19.03.1 Where a Teacher disputes the accuracy or completeness of any such information, other than the evaluation report, the Teacher shall do so in writing.

19.03.2 This information shall be added to the Teacher’s file.

19.04 Upon written request of the Teacher to the Senior Manager of Human Resources, documents contained in the Teacher’s personnel file which are disciplinary in nature and all supporting documents shall be removed from the file three (3) years after their date of issue, unless further similar disciplinary action has occurred in that period.

19.04.1 Notwithstanding 19.04, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in a Teacher’s file.

ARTICLE XX – MEDICAL PROCEDURE
20.01 No Teacher shall be required 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.

ARTICLE XXI – HEALTH AND SAFETY
21.01 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.

21.02 The Bargaining Unit’s representative(s) to the Joint Health and Safety Committee shall be reimbursed by the Employer for any approved expenses incurred while the representatives are performing their duties.

21.03 The Employer shall respond to all recommendations made by the Joint Health and Safety Committee within twenty-one (21) calendar days.

21.04 The Employer agrees to develop explicit policies and procedures to deal with violence. The policy shall address the prevention of violence, the management of violent situations, and support to Teachers who have faced violence.

ARTICLE XXII – DEFERRED SALARY LEAVE PLAN
PURPOSE
22.01 The purpose of the Leave with deferred salary is to allow the Board to give experienced Teachers a period of “revitalization” outside the teaching profession while at the same time permitting young Teachers to gain experience in their absence. This plan may be viewed as a job-sharing plan.

DESCRIPTION
22.02 Leave with deferred salary is sometimes known as the “Four Year Over Five Plan”, in which the participant works four years at 80% of gross salary in return for a one year leave at approximately the same rate, in this case, a greater or lesser number of years may be utilised in the calculation. In effect, “Four Years Over Five Years” becomes... X years over (X+1) years.
QUALIFICATIONS
22.03  The Teacher must have three (3) years of continuous service with the Board prior to the start of the one (1) year leave. However, a Teacher who has had a sabbatical leave shall not become eligible until he shall have fulfilled all obligations imposed by that leave.

APPLICATION
22.04  A Teacher must make written application to the Board, through the appropriate Supervisory Officer on or before February 28 of any year, in which is described the applicant’s proposal with respect to a Deferred Salary Plan and the timing of the leave of absence.

APPROVAL OR DENIAL
22.05  The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial, with explanation, shall be delivered to the applicant not later than May 30 following the date of application.

CONDITIONS
22.06.1  The leave of absence shall commence on the first day of the first semester or the first day of the second semester.

22.06.2  The deferred salary shall be placed in trust with the Board’s bank and interest earned thereby shall accrue to the benefit of the trust in accordance with the Trustee Act. Throughout a Teacher’s participation in the plan, the control of the trust shall be vested solely in the Board on behalf of the participant.

22.06.3  During the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the participant in the same manner as would his/her salary were he/she not on Leave of Absence.

22.06.4  A participant may withdraw from the plan at any time prior to March 15 preceding the commencement of the Leave of Absence. Upon withdrawal, the sum accumulated in the trust including accrued interest thereon, shall be paid to the participant within sixty (60) days following delivery to the appropriate Supervisory Officer, of written notification of withdrawal.

22.06.4.1  A declaration of redundancy shall be deemed to be a written notice of withdrawal and the above terms will apply.

22.06.4.2  Notwithstanding 22.06.4.1, the Teacher may request a suitable repayment schedule of the sum accumulated in the trust including accrued interest thereon in no more than two (2) lump sums, and in not more than two (2) calendar years, including the year of withdrawal.

22.06.5  In case of the death of a participant prior to commencement of the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death. In the case of the death of a participant during the Leave of Absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the death.

22.06.5.1  Should a Teacher die while participating in the plan, the retirement gratuity, if applicable, will be paid to the estate as if the Teacher were receiving 100% of grid salary and allowances.
22.06.6  The Teacher, on return from leave, will be assigned to his/her same school (including a Department Head position).

22.06.6.1 The Teacher, on return from leave, will be subject to the provisions of Article XVIII (Seniority, Transfer, Surplus, Displacement, Redundancy, and Recall Procedures).

22.06.7  The Teacher on returning from the year of leave will be credited with seniority as if the Leave of Absence had not been granted. He/she will not gain a (1) year on the salary grid.

22.06.8  The Teacher will not accumulate sick leave credits during the leave.

22.06.9  No restrictions may be placed on the Teacher by the Board regarding his/her activities during the leave save and except any restrictions that may exist in the Income Tax Act.

22.06.10 The Bargaining Unit agrees that the replacement Teacher will be hired for the duration of the leave of absence only and will not be subject to retention procedures.

22.06.11 The Teacher is responsible to apply to the Teachers’ Pension Plan and make all arrangements for the leave. The Board will not be responsible for any loss of cumulative years in the Teachers’ Pension Plan as a result of the leave.

22.06.11.1 Teachers’ Pension Plan deductions are to be continued during the leave.

22.06.12 The Teacher’s benefits will be paid by the Teacher through pre-authorized debit.

22.06.13 One semester leaves are conditional upon the availability of a suitable replacement Teacher.

ARTICLE XXIII – GENERAL

23.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Director of Education or designate and the Bargaining Unit President or designate.

23.03 The Bargaining Unit President or designate shall be notified of all postings, appointments, hirings, lay-offs, re-hirings, and terminations of employment.

23.04 The Board shall email the current Collective Agreement to each Teacher and post it on Docushare at www.dsb1.ca/docushare.
ARTICLE XXIV – SHORT TERM REPLACEMENT OF A PRINCIPAL OR VICE PRINCIPAL

TEACHER-IN-CHARGE (TIC)

24.01 Should a Teacher agree to replace a Principal, the Teacher shall be paid for the period of replacement 1/200 of the minimum salary for a Principal each day or part thereof in lieu of his/her per diem salary as a Teacher provided there is no reduction in the Teacher’s salary.

24.02 Should a Teacher agree to replace a Vice Principal, the Teacher shall be paid for the period of replacement 1/200 of the minimum salary for a Vice Principal each day or part thereof in lieu of his/her per diem salary as a Teacher provided there is no reduction in the Teacher’s salary.

24.03 A Teacher-in-Charge shall be replaced by an Occasional Teacher.

TEMPORARY ASSIGNMENTS AS PRINCIPALS AND VICE PRINCIPALS

24.04 Any Teacher, who applies for and who is granted or seconded to a supervisory position not covered by this Collective Agreement, shall not be deemed to have his/her continuous service with the Board as a Bargaining Unit (OSSTF) Teacher interrupted, provided that the length of that appointment does not extend past one school year.

24.05 During the length of the appointment, the Teacher shall have dues deducted in accordance with Article X (Method of Payment) and shall have the rights and benefits stipulated by this Collective Agreement other than those contained in Article IX (Salary Schedule and Allowances).

24.06 The Teacher shall neither evaluate nor discipline any Teacher during his/her term in the supervisory position.

24.07 A Teacher may access the provisions stipulated in 24.04 only once during his/her employment with the Board.

24.08 Teachers may waive their right to 24.04 by signifying their intention in a letter to the Bargaining Unit President.

ARTICLE XXV – CRIMINAL BACKGROUND CHECK

25.01 The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.

25.02 The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligation.
ARTICLE XXVI – TEACHER PERFORMANCE APPRAISAL

26.01 EVALUATION under this section shall mean an assessment of a Teacher's work by a Supervisory Officer of the Board, or the Principal or Vice Principal who is a member of the College of Teachers, for the purpose of determining the quality of job performance.

26.02 Any criteria established by the Board for evaluation of Teachers or modifications to existing procedures shall be developed in consultation with the Bargaining Unit.

26.03 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.

26.04 All differences between the parties arising from the interpretation, application, administration, or alleged violation of Part 31.02 of the Education Act or any regulation guideline, rule or policy under it, including any question as to whether a matter is arbitrable or grievable in accordance with the grievance/arbitration provisions of this Collective Agreement.

Notwithstanding time limits for filing a grievance in the provisions of this Collective Agreement, OSSTF may grieve any aspect of the performance appraisal procedure or an unsatisfactory performance appraisal report of a Teacher who has been placed on review.

26.05 Any Teacher who is being formally evaluated shall be evaluated in a fair and equitable manner and shall receive a written copy of the evaluation in a timely manner.

26.06 A Teacher shall not discipline or evaluate other Teachers.

26.07 A Department Head shall not perform any aspect of Teacher Performance Appraisal.

26.08 A Teacher Performance Appraisal will not occur during the first two (2) weeks or the last two (2) weeks of a semester, except where required by a mandatory timeline or at the mutual agreement of the parties.

26.09 In accordance with the Education Act, the Teacher Performance Appraisal legislation does not include a continuing education Teacher.

26.10 A Teacher shall be provided a minimum of forty-eight (48) hours’ notice before a classroom observation. In the event of a cancellation of the observation, the observation may occur as soon as the next instructional day.

26.11 When a Teacher receives an Unsatisfactory Teacher Performance Appraisal, the Board shall advise the Bargaining Unit President of that fact and the date, time and location of the post-observation meeting, so as to allow the Bargaining Unit President to offer the Teacher assistance.

26.12 When a Teacher receives an Unsatisfactory Teacher Performance Appraisal, the Board, with the written permission of the Teacher, will forward a copy of the report to the Bargaining Unit President.
ARTICLE XXVII - DATA FOR NEGOTIATIONS
27.01 The Board will make a reasonable effort to provide the following information to the Bargaining Unit if requested during or the four weeks preceding negotiations:

a) a statement of the current operating budget;
b) a statement of the current operating expenditures;
c) a hard copy of the Estimates and the revised Estimates to the Bargaining Unit.

ARTICLE XXVIII – UNION ACCESS
28.01 The Board shall provide the Branch President access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

28.02 The Union shall be allowed to carry out union business on the Board’s premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing membership meetings executive meetings and conferences between union representatives and members providing it is at no additional cost to the Board, the instructional program is not interrupted and the Bargaining Unit is not in a legal position to strike.

28.03 The Board shall provide the Bargaining Unit with access to the Board’s internal mail (including fax and electronic mail) services in order to conduct Union business provided the Bargaining Unit is not in a legal position to strike. If extra costs are incurred, the Union shall reimburse the Board.

28.04 The Union shall have access to its members for Union business at all Schools and workplaces provided that this does not interrupt the instructional program.

ARTICLE XXIX - GRIEVANCE AND ARBITRATION PROCEDURE
29.01 A Teacher shall have the right to have present a representative from OSSTF to assist the Teacher at any stage of this grievance and arbitration procedure.

29.02 There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this Agreement.

29.03 Time restrictions may be extended if mutually agreed in writing. Failure of one party to comply with the time limits or any agreed upon extension of one party to comply with the agreed upon extension shall result in the grievance proceeding to the next step.

29.04 Grievances initiated and being processed under previous Collective Agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the Collective Agreement under which the grievance was initiated.

29.05 The time limits stipulated in 29.10 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such grievance may be initiated at any time up to and including August 31 during the current school year.

29.06 Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.
29.07 Nothing in this procedure shall be deemed to preclude the individual’s right to seek redress in law.

COMPLAINT STAGE
29.08 A Teacher, with the concurrence of the Bargaining Unit, may, within twenty (20) days of the Teacher becoming reasonably aware of the occurrence giving rise to the grievance, initiate a complaint with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after receipt of the complaint.

GRIEVANCE PROCEDURE - INDIVIDUAL
29.10 In the case of a grievance by the Bargaining Unit on behalf of one of its Teachers, the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

29.11 If the reply of the Principal or immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, the Bargaining Unit shall initiate a written grievance within twenty (20) days to the Regional Superintendent or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

29.12 A copy of the written grievance shall be sent to the Director of Education or designate.

29.13 The grievance shall contain:
29.13.1 a description of how the alleged dispute is in violation of the Collective Agreement; and
29.13.2 the clauses in the Collective Agreement alleged to be violated; and
29.13.3 the relief sought; and
29.13.4 the signature of the duly authorized official of the Bargaining Unit.

29.14 If the reply of the Regional Superintendent or designate is unacceptable to the Bargaining Unit, it shall, within ten (10) days of the receipt of the reply, so notify the Director of Education or designate who shall, after consultation with the Board, answer the grievance in writing within the (10) days after the next meeting of the Board.

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

GRIEVANCE PROCEDURE – PARTY
29.16 In the case of all other grievances by a party (including those on behalf of a group of Teachers, all the Teachers, an individual Teacher, a retired Teacher, or a deceased Teacher), the party making the grievance shall take the following steps in sequence to resolve the matter.

29.17 The Bargaining Unit shall make a written grievance to the Director of Education or a designate, or the Secretary of the Board, as the case may be, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

29.18 The grievance shall contain:
29.18.1 a description of how the alleged dispute is in violation of the Agreement; and
29.18.2 the clauses in the Agreement alleged to be violated; and
29.18.3 the relief sought; and
29.18.4 the signature of the duly authorized official of the party making the grievance.
If the reply of the Director of Education or designate is not acceptable to the party making the grievance, that party shall then apply for arbitration within twenty (20) days of the receipt of the reply.

**GRIEVANCE MEDIATION**

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by requesting the appointment of a Settlement Officer in accordance with Section 48.5 of the Ontario Labour Relations Act, 1985.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to request a settlement officer.

Upon written notification of either party to the other party indicating that the party no longer agrees to the use of a settlement officer, the timelines in the grievance procedure shall continue from the point at which they were frozen.

**ARBITRATION**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration.

**SINGLE ARBITRATOR DEFAULT**

The grievance shall be submitted to a mutually agreed upon single Arbitrator. Should the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party.

**BOARD OF ARBITRATION SELECTION**

Either party may desire a Board of Arbitration to hear the grievance. Such desire shall be communicated to the other party upon written request. The written request shall contain the name of the first party’s appointee to a Board of Arbitration.

The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Board of Arbitration.

Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

If the two appointees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour upon the request of either party.

The single Arbitrator or Board of Arbitration shall have the powers specified in section 48 of the Labour Relations Act, 1995.

The Arbitrator or Board of Arbitration shall not be authorized make any decision inconsistent with any Act or Regulation thereunder or the provisions of this Collective Agreement, or to alter, modify, or amend any part of this Collective Agreement.

Should the investigation or processing up to the hearing of a grievance require that the grievor(s) or Bargaining Unit representative(s) or witnesses be released from his/her regular duties, he/she shall be released without reduction in salary, allowances, benefits, increment, experience, or sick leave credits.

The Bargaining Unit shall pay for the cost of any Occasional Teacher(s) if necessary.
29.33 Each Party shall bear the fee and/or expense of its appointee to the arbitration board, and any fees and/or expenses of the chairman shall be borne equally by the Parties.

29.34 Each Party shall bear its own expenses respecting appearances at hearings of the Board of Arbitration. The Bargaining Unit shall pay for the cost of any Occasional Teacher(s) if necessary.

29.35 No person may be appointed as an Arbitrator or member of an Board of Arbitration who has been involved in any attempt to negotiate or settle the grievance.

ARTICLE XXX – JUST CAUSE

30.01 No Teacher shall without just cause given in writing, be demoted, suspended, discharged, transferred, or otherwise formally disciplined.

30.02 Every Teacher has a right to equal treatment with respect to employment and promotion without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, gender, age, sexual orientation, marital status, family status, or handicap.

ARTICLE XXXI – TERMINATION OF EMPLOYMENT

31.01 Notwithstanding Article XV (Seniority, Transfer, Surplus, Redundancy, and Recall Procedures), a Teacher may resign provided the Teacher has given the Board notice in writing two weeks prior to the date of resignation.

31.02 The Board shall have the right to terminate the employment of a Teacher for cause provided the Board has given the Teacher notice in writing two weeks prior to the of termination.

31.03 Nothing herein prevents a Teacher and the Board from mutually agreeing to the Teacher’s resignation at any time.
The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Cochrane-Iroquois Falls, Black River-Matheson Board of Education, and the Secondary Teachers in its employ.

5.3 RETIREMENT

5.3.1 SICK LEAVE CREDIT GRATUITY

5.3.1.1 Sick Leave Credit days accumulate at the rate of twenty (20) days per school year less days absent for sickness with no accompanying loss of salary to a maximum of two-hundred and twenty (220) days.

5.3.1.2 Upon termination of employment after five (5) or more years of continuous service with the Board and not qualifying under 5.3.2, a Teacher shall be entitled to a sick leave credit gratuity subject to the following:

- that the Teacher is leaving the Secondary teaching profession in Ontario;
- that he/she is not entering employment where his/her Accumulated Sick Leave Credits are transferable;
- that he/she has not been dismissed for a cause (this does not include Surplus Teachers);
- that to receive maximum gratuity, the Teacher shall have been employed fifteen (15) continuous years with the Board.

5.3.1.3 The Sick Leave Credit Gratuity shall be equal to his/her salary on the Grid for one-third \((\frac{1}{3})\) of the number of days standing to his/her credit in Accumulated Sick Leave, and, in any event, not in excess of one-third \((\frac{1}{3})\) year earnings on the Grid received by him/her immediately prior to termination of the employment with the Board or $9,000, whichever is the lesser.

5.3.1.4 This gratuity shall be calculated as follows based on a maximum accumulation of two-hundred (200) days:

\[
G = \frac{\text{ASL} \times \text{Annual Grid Salary} \times \text{Years with the Board (maximum 15)}}{3 \times 200} \\
\]

where ASL = Accumulated Sick Leave Credit Days to be surrendered.

\[
G = \text{Sick Leave Credit Gratuity (max. $9,000)}
\]

5.3.1.5 The gratuity shall be payable on January 30 or September 30, which ever date follows termination of employment.

5.3.2 RETIREMENT GRATUITY PLAN

5.3.2.1 Upon retirement from the teaching profession after five (5) or more years' continuous service with the Board, a Teacher shall be entitled to a Retirement Gratuity based on the following:

5.3.2.1.1 A retiring Teacher is defined as a Teacher who ceases to be employed by the Board and who is eligible to receive Teacher's Superannuation payments as a determinant qualifier.
that the Teacher has permanently retired; or a Teacher who is retiring after being judged by a qualified medical practitioner at the date of cessation of employment to be physically or mentally incapable of earning a living as a Teacher.

5.3.2.1.2 The Board shall pay up to one-half (1/2) a year's salary (salary at time of retirement) or $18,000, whichever is the lesser, to a Teacher who has a sick leave accumulation of two-hundred (200) days to surrender and has taught for at least five (5) years continuous service with the Board and is retiring from the profession.

5.3.2.1.3 The number of year's service required for a maximum retirement gratuity shall be fifteen (15).

5.3.2.1.4 If a Teacher who has taught for five (5) continuous years or more with the Board has less than two-hundred (200) days accumulated sick leave to surrender, that Teacher shall be paid proportionately.

5.3.2.1.5 The following formula shall be used to calculate the amount of the gratuity:

\[ G = \frac{N \times S \times Y}{P \times M} \]  

where

- \( G \) = the amount of the gratuity
- \( N \) = the number of sick leave credits accumulated and surrendered (maximum 200 days)
- \( P \) = 200 days
- \( S \) = the basic grid salary plus allowances at time of retirement
- \( Y \) = the number of years of service with the Board (maximum 15 years)
- \( M \) = the number of years of service required for maximum retirement gratuity.

5.3.2.1.6 In the event of death of any Teacher, either before or after retirement but before receiving the benefits herein provided, such benefit shall be paid or transferred to the beneficiary, and failing designation in writing of a beneficiary by the Teacher, shall be paid to the estate.

5.3.2.1.7 This Retirement Gratuity Plan shall become operative for any Teacher from the date of employment of the Teacher. (i.e. There shall be no waiting period.)

5.3.2.1.8 In order to initiate payment of the gratuity, it is necessary for the Teacher or, in the case of death, the party named in 5.3.2.1.6 to advise the Board in writing the manner in which the gratuity should be paid; i.e. to oneself, to the estate, or paid into some form of a registered retirement savings plan. Payment shall be made on a mutually agreed upon date following the official date of termination, which, for retirement, is August 31 or December 31.

C.01.1 The following Teachers who were transferred from the predecessor Board, Cochrane-Iroquois Falls, Black River-Matheson Board of Education, to District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Cochrane High School or Iroquois Falls Secondary School shall be entitled to the provisions stipulated in C.01.

<table>
<thead>
<tr>
<th>Derek Beland</th>
<th>Trina McKinnon-Gelinas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michelle Durant-Dudley</td>
<td>Yoland Phillips</td>
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</table>
The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, **Hearst Board of Education**, and the Secondary Teachers in its employ.

**ARTICLE XVII: RETIREMENT GRATUITY**

17:02  **RRSP Package**

a) A group RRSP Plan is developed for teachers hired after September 1, 1978.

b) The amount of $3,000 plus one year interest on this amount will be placed on behalf of the teacher in the plan. These amounts will be placed the 1st working day of October or March in the semester in which the teacher has taught a minimum of six (6) credits and started his/her seventh period.

c) A teacher who leaves the employ of the Board after 10 years continuous employment with the Board is eligible to receive the RRSP Package. (see seniority list)

d) If a teacher who is eligible to the RRSP Package leaves the employ of the Board to take employment with another Board where he/she is eligible for a retirement gratuity, the teacher is not eligible to receive payment from the RRSP Package.

e) All accumulated sick leave credits in the teacher's name at the time he/she receives compensation under this article are reduced to nil.

f) Any monies, including interest, which are not withdrawn from the RRSP Package are to remain in the Fund and to be distributed Among the eligible members of the group. (These amounts are distributed before the new members are added to the list and on the same dates as in 17:02b).

g) The administration of the plan will be jointly carried out by the Board and the teachers' Federations.

h) At the request of one of the two parties, a yearly audit will be carried out by a party acceptable to both Board and teachers' Federations.

i) When a payment is made, both parties must agree on the method of payment.

j) In the event of the death of a teacher before or after ten (10) years continuous service with the Board, monies placed in the plan, plus interest, will be paid to the estate of the teacher.

**C.02.1** The following Teachers who were transferred from the predecessor Board, Hearst Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in **Hearst High School** shall be entitled to the provisions stipulated in **C.02**.

| Melanie Baschiera | André Dumais |
The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Kapuskasing-Smooth Rock Falls and District Board of Education, and the Secondary Teachers in its employ.

9.05 **Retirement Gratuity:**
9.05.1 Upon proof of retirement to a teacher’s pension, a teacher with ten (10) or more years of continuous service with this Board shall be entitled to retirement gratuity. Dismissal for cause will not entitle an employee to retirement gratuity.

9.05.2 In the event of the death of a teacher, the amount of sick leave credit retirement gratuity that would have been paid to the teacher if he/she had retired on the date of his/her death, shall be paid to his/her estate.

9.05.3 **Amount of Gratuity**
9.05.3.1 The maximum of the retirement gratuity may be equal to but shall not be more than half of the teaching employee's salary as at retirement time.

9.05.3.2 **Amount of Gratuity:**
The amount of gratuity shall be calculated as follows:

\[ G = \frac{N}{200} \times S \]

Where

- G equals amount of gratuity
- N equals one half the number of days of accumulated sick leave credit, but not in excess of 100.
- S equals employee’s salary at time of retirement. [92-96]

9.05.3.3 In the event a teacher is ill in the final year of teaching prior to retirement to a teacher’s pension (e.g.: a teacher retires on June 30, 1995, final year is September 1, 1994 to June 30, 1995; a teacher retires January 31, 1994, final year is February 1, 1993 to January 31, 1994), the first sixty (60) days of sick leave credits taken during the final year will not affect the amount of gratuity calculated in clause 9.05 (3)(b) above. For purposes of this clause, “teaching” means active teaching. [92-96]

9.05.4 **Method of Paying Gratuity**
9.05.4.1 The retirement gratuity in this plan shall be paid to the employee within ninety (90) days of receipt of proof of retirement to a teacher’s pension.

9.05.4.2 Notwithstanding 9.05.4.1, at the discretion of the employee, the retirement gratuity in this plan is to be paid to the employee in a period of time not exceeding three (3) years.

C.03.1 The following Teachers who were transferred from the predecessor Board, Kapuskasing-Smooth Rock Falls and District Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Kapuskasing District High School or Smooth Rock Falls K-OAC School (Secondary) shall be entitled to the provisions stipulated in C.03.

<table>
<thead>
<tr>
<th>Tammy Belanger-Lamothe</th>
<th>Karen Parenteau</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Johnson</td>
<td>Bob Stackhouse</td>
</tr>
<tr>
<td>Dianne Leaist-Yorkston</td>
<td>Wendy Trites-Legassie</td>
</tr>
</tbody>
</table>
C.04 The following is the applicable clause from the collective agreement negotiated between the predecessor Board, Kirkland Lake Board of Education, and the Secondary Teachers in its employ.

11.01 The Board agrees to transfer 100% of the unused statutory sick leave to a Cumulative Sick Leave Account as outlined in Policy S-10 (January 1, 1977) at the end of each school year and to pay retirement gratuity in accordance with the Policy S012 which existed on May 14, 1974, and was updated effective January 1, 1977. The payment of sick leave shall be suspended at the time an employee becomes eligible to receive Long Term Disability Pay in lieu of Sick Leave.

C.04.1 The following Teachers who were transferred from the predecessor Board, Kirkland Lake Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Kirkland Lake Collegiate and Vocational Institute shall be entitled to the provisions stipulated in C.04.

<table>
<thead>
<tr>
<th>Angela Chiasson-Fox</th>
<th>James McKnight</th>
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<tbody>
<tr>
<td>Monica Date</td>
<td>Bryan Presley</td>
</tr>
<tr>
<td>John Doxsee</td>
<td>Miriam Presley</td>
</tr>
<tr>
<td>Marc Larouche</td>
<td>Jodi Ryan</td>
</tr>
<tr>
<td>Larry McKay</td>
<td>Marie-Josee Ton</td>
</tr>
</tbody>
</table>

C.05 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Timmins Board of Education, and the Secondary Teachers in its employ.

ARTICLE X - UNUSED SICK LEAVE RETIREMENT ALLOWANCE
The plan recognizes and rewards a teacher for regular attendance on his duties as a teacher employed by the Board.

10.01 To qualify for this allowance a teacher must:
   i) have completed a minimum of ten (10) years of continuous service in schools under the jurisdiction of the Board or its predecessor Board(s) immediately prior to retirement;
   ii) be retiring from the profession and be retiring on a pension or deferred pension under the Teachers’ Pension Act;
   iii) the calculation of the allowance shall be based on accumulated sick leave credit, the product of the number of years teaching multiplied by 1.66 expressed as a percentage, and the annual salary at the time of retirement in accordance with the following formula:

\[
A = \left[ \frac{N}{200} \right] \times (Y) \times 1.66\% \times (s)
\]

where

\[
A = \text{unused sick leave allowance},
\]

\[
N = \text{number of days of accumulated sick leave which cannot exceed two hundred (200) for teachers for purposes of calculation},
\]
Y = number of full years teaching (10.01(i))

S = annual salary at retirement.

The allowance shall not exceed 50% of the annual salary at the time of retirement.

10.02 Payment shall be made in one lump sum on retirement or in three (3) equal annual payments as mutually agreed between the teacher and the Board.

10.03 In the event of the death of a teacher either before or after retirement but before the payment of the full benefits of the Unused Sick Leave Retirement Allowance for which a teacher may be eligible, the whole or such benefits as remain unpaid, shall be paid to the estate forthwith.

10.04 For all teachers of the predecessor Tisdale Board who were on staff as of June 1, 1968, full rights and privileges as were existing for the purposes of the existing Retirement Gratuity Plan under Tisdale Board, remain in full force and effect as follows:

That a retirement gratuity, on retirement from service with the Board, when the teacher becomes eligible for Superannuation, be paid at 50% of the balance at credit in the cumulative sick leave account not to exceed one-half (½) year’s salary as per Section 158 of the Education Act, 1983.

C.05.1 The following Teachers who were transferred from the predecessor Board, Timmins Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Roland Michener Secondary School or Timmins High and Vocational School shall be entitled to the provisions stipulated in C.05.

<table>
<thead>
<tr>
<th>Joanna Allair</th>
<th>Lisa Moore</th>
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<tbody>
<tr>
<td>Deanna Blain</td>
<td>Roma Natolino</td>
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<tr>
<td>Nicole Chisholm</td>
<td>Bruce Nichols</td>
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<td>Sandra Comand-Mainville</td>
<td>June Nichols</td>
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<td>Mark Delich</td>
<td>Kelly Pearce</td>
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<tr>
<td>Susan Drummond</td>
<td>Darlene Polowy</td>
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<td>John Elliott</td>
<td>Michael Polowy</td>
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<td>Rodney Hummel</td>
<td>Nicole Reid</td>
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<td>Rick Jakubiak</td>
<td>Cynthia Schutt</td>
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<tr>
<td>John Labine</td>
<td>Perry Sharp</td>
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<tr>
<td>Karl Laiho</td>
<td>Julia Vanderweerden</td>
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<tr>
<td>Jacqueline Lecoupe-DiBella</td>
<td>Kim Wagner</td>
</tr>
<tr>
<td>William McGillis</td>
<td>John Wallbridge</td>
</tr>
</tbody>
</table>

Dated this __________________ day of March, 2009

For District 1 Ontario North East
Ontario Secondary School Teachers Federation

For District School Board Ontario North East