

COLLECTIVE AGREEMENT

between

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

representing

THE SECONDARY TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15

and

THE SECONDARY OCCASIONAL TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15

SEPTEMBER 1, 2019 – AUGUST 31, 2022



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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

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

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

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

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

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
--------------------------------	--

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);

- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union

groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in

the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
- i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
- i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
- then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;

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

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

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

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

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

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

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

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]

PART B – LOCAL TERMS

L1.00 – PURPOSE

L1.01 It is the desire of both Parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Collective Agreement, and to set out the terms and conditions of employment that have been agreed to by the Parties.

L2.00 – RECOGNITION

L2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the Bargaining Agent authorized to negotiate on behalf of its members employed by the Board to teach 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, and all Occasional Teachers in the secondary panel employed by the Board.

L2.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.

L2.03 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 it in all matters pertaining to the negotiation and administration of this Collective Agreement.

L2.04 The Bargaining Unit recognizes the right of the Employer to authorize its external organization or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

L2.05 The Employer recognizes the right of a member to request the assistance of an OSSTF and/or Bargaining Unit representative at any meeting where the conduct, competence or performance of the member is to be formally discussed. In any such meeting involving the delivery of a disciplinary notice, or formal discussion of a disciplinary matter, the Employer shall notify the member of their right to Federation representation at the meeting and shall let the member know a minimum of eighteen (18) hours prior to such meeting, in order for the member to arrange for Federation representation at the meeting, if the member wishes. If the member elects to have Federation representation, no further discussion of the matter will take place with the member until the scheduled meeting.

L3.00 – DURATION AND RENEWAL

L3.01 The effective period of this Collective Agreement shall be September 1, 2019 to August 31, 2022 inclusive.

L3.02 This Collective Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect until such time as it is superseded by a new Collective Agreement under the terms of the *Labour Relations Act* or other applicable legislation.

L3.03 In accordance with the *Ontario Labour Relations Act*, Section 59, if either Party gives notice of its desire to negotiate, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Collective Agreement.

L3.04 No changes can be made to this Collective Agreement without the mutual written consent of the Parties.

L3.05 No Strike or Lock-Out

There shall be no strike or lock-out during the term of this Collective Agreement or its continuation in accordance with the provisions of the *Labour Relations Act*. The terms "strike" and "lock-out" shall be as defined in the *Labour Relations Act* or other applicable legislation.

L4.00 – FEDERATION FEES

L4.01 On each pay date on which a member is paid, the Employer shall deduct from each member the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined annually by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded to the Employer at least thirty (30) days prior to the expected date of change.

L4.02 The OSSTF dues deducted in L4.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their employee numbers, annual salaries, the FTE status, salaries for the period, and the amounts deducted.

L4.03 Dues specified by the Bargaining Unit in L4.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 15, no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their employee numbers, annual salaries, the FTE status, salaries for the period, and the amounts deducted.

L4.04 In the case of Continuing Education Teachers, the remittances specified in L4.02 and L4.03 above shall be accompanied by a list identifying the members, their employee numbers, the hourly rate and number of hours worked, and/or the number of lessons marked and appropriate rate(s), salaries for the period, and the amounts deducted.

L4.05 In the case of Occasional Teachers, the remittances specified in L4.02 and L4.03 above shall be accompanied by a list identifying the members, their employee numbers, daily rate, number of days worked in the pay period, earnings for the pay period, and the Federation Fees deducted.

L4.06 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.

L5.00 – RIGHTS AND RESPONSIBILITIES

L5.01 Management Rights

a) Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the affairs of the Board and the school system are vested solely and exclusively with the Board.

- b) The Parties agree that they will exercise their rights in a reasonable manner in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

L5.02 Just Cause

No member shall be disciplined, demoted or discharged without just cause.

L5.03 Non-Discrimination

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the activities of the Ontario Secondary School Teachers' Federation or any Committee, Branch or District thereof.

L5.04 Board Policies and Administrative Procedures

The Employer agrees to consult with the President of the Bargaining Unit prior to making any changes, additions or deletions to Board Policies or Administrative Procedures which have a direct impact upon Bargaining Unit members. Without limiting the generality of the foregoing, the President of the Bargaining Unit will be consulted in relation to policies/administrative procedures related to harassment, teacher evaluation, criminal reference checks, discipline, demotion or dismissal of teachers, employee assistance programs, student records management, special education, instructional time guidelines, safe schools, emergency preparedness, and reporting procedures related to child protection legislation. These provisions shall not apply if an authorized representative of the Bargaining Unit participates in the development of a Board Policy or Administrative Procedure.

All Board policies and administrative procedures are available to the system through the Board's intranet site. Any changes, additions or deletions to Board Policies and/or Administrative Procedures shall be sent to the President of the Bargaining Unit by e-mail attachment.

L5.05 Statistics

- a) The Employer agrees to provide the authorized representatives of the Bargaining Unit with such statistical data as is necessary for the purpose of collective bargaining and the maintenance and administration of this Collective Agreement. Upon request of the Bargaining Unit, the information shall be provided within a reasonable time.
- b) Upon request, the Employer shall provide to the Bargaining Unit President a list of members, showing their names, work locations and classifications. The information shall be provided within three (3) weeks of the request being made. The Employer agrees to advise the President of the Bargaining Unit of any changes in the employment status or work location of Bargaining Unit members and to provide electronic copies of all job postings. With regard to such information, the Bargaining Unit agrees to save the Board harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The Bargaining Unit further agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.
- c) The Employer shall provide the employee number for new members to the Bargaining Unit within two weeks of being processed. The Employer will also be responsible for notifying the

Bargaining Unit in writing, within two weeks of being processed, of any changes in status, salary, address, phone number, contractual entitlement and/or allowances, as well as resignations, retirements, appointments, leaves, secondments, exchanges and/or transfers.

- d) The Employer shall provide to the Bargaining Unit the following data:
- i. By September 30th of each school year, a list of permanent secondary school teachers scheduled to be appraised in that school year. This list does not include any out of cycle teacher performance appraisals that may arise.
 - ii. By September 15th of each school year, a report of the teaching experience, grid step, category rating, and full time equivalent status of each permanent teacher.
 - iii. No later than the first working day of the school year, an electronic Sick Leave Accrual & Top Up Report indicating the number of sick leave days available for carry-over from the previous school year that eligible members may use for sick leave top-up purposes.

L5.06 Copies of the Collective Agreement

The Employer shall post a copy of the Collective Agreement on the Board's intranet site, within sixty (60) days of the execution of a new Collective Agreement. The Employer shall provide new members with the name of the Bargaining Unit President and the address and telephone number of the District Office when they are hired.

L5.07 Use of Board Premises

- a) The Bargaining Unit shall, upon reasonable notice and subject to availability, be permitted to carry out Federation business on Board premises, at reasonable times and in reasonable locations, including membership, executive and council meetings and conferences between Federation representatives and members. It is agreed that the Bargaining Unit will reimburse the Employer for any additional direct costs incurred in relation to general meetings of the Bargaining Unit membership held on Board premises.
- b) The Employer shall provide bulletin board space for the use of the Bargaining Unit at an appropriate location in each workplace upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Union and its members.
- c) The Bargaining Unit shall continue to have the use of the Employer's courier system, e-mail, phones and mail boxes for regular formal communication between the Bargaining Unit and its members.

L5.08 Probationary Period

A newly-hired teacher shall serve a probationary period of one year or equivalent.

L5.09 Personnel Files

- a) There shall be only one personnel file maintained in a secure location for each Bargaining Unit members. All documents of a disciplinary nature and copies of any Letters of Expectation shall be maintained in the personnel file. The Board shall ensure that a member receives a copy of any disciplinary material and Letters of Expectation that are placed in their personnel file.

- b) A member of the Bargaining Unit, upon written request, shall have access to their personnel file in the presence of a supervisory officer or designate. The member shall have the right to obtain copies of any material contained in their personnel file, to add information and to request correction or deletion of material. The member may transfer, through written authorization their rights under this clause to the President of the Bargaining Unit (or a designate from the Union Executive).
- c) Where a minimum of two (2) years have elapsed since the recording of a non-disciplinary Letter of Expectation in a member's personnel file, the member may request that such non-disciplinary Letter of Expectation be removed. Such non-disciplinary Letter of Expectation may be removed from the file provided the personnel file has been free of any related written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.
- d) Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation in a member's personnel file, the member may request that such disciplinary notation be reviewed. Such disciplinary notation may be removed from the file provided the personnel file has been free of any written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.
- e) It is understood by the parties that disciplinary notation does not include teacher evaluation reports.

L5.10 Termination of Employment

A member of the Bargaining Unit shall provide three months' written confirmation to the Employer of a resignation or retirement.

Nothing in this clause prevents the Employer and a member from mutually agreeing to the member's resignation or retirement at any time.

L5.11 Vacant Teaching Positions

- a) The Employer shall advertise internally, prior to advertising externally, all vacant teaching positions and send an electronic copy of each posting to the Bargaining Unit President. In certain circumstances, vacant teaching positions will be posted internally and externally simultaneously. In such cases, the Bargaining Unit President will be notified.
- b) No applicants shall be interviewed prior to the closing date for applications.
- c) In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event that there are five (5) or fewer qualified internal applicants, all applicants shall receive an interview for the position.
- d) Members being interviewed shall be informed of the time and place of the interview a minimum of twenty-four (24) hours prior to the interview.
- e) Qualified internal applicants for a position will be granted an oral debriefing upon request. The teacher requesting the debriefing must submit their request to the appropriate Administrator by Board email. The Administrator and the applicant will find a mutually agreeable time and manner (phone, video, or face-to-face) for the debrief.

L5.12 Posting Positions of Responsibility

- a) The Employer shall advertise internally, prior to advertising externally, all vacant or newly-created positions of responsibility and send an electronic copy of each posting to the Bargaining Unit President.
- b) Positions of responsibility in the last year of the term in accordance with L8.04, L8.05, Department Heads in accordance with L8.06 (b), and all newly created positions of responsibility, shall be posted the week following the March Break, and filled by April 15.
- c)
 - i. Any new positions of responsibility which are created after April 15th and approved for the next school year, shall be posted on an Acting basis in accordance with L5.12 a) and L5.12 b).
 - ii. Positions of Responsibility that become vacant prior to April 15th in an otherwise fully assigned school shall be filled from within the school on an Acting basis to the end of the school year and then posted in accordance with the timelines in L5.12 b). Should the vacancy occur after April 15th, the position shall be filled on an Acting Basis until the end of the following school year and then posted in accordance with the timelines in L5.12 b) for the balance of the term.
- d) No applicants shall be interviewed prior to the closing date for applications.
- e) In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event that there are five (5) or fewer qualified internal applicants, all applicants shall receive an interview for the position.
- f) Members being interviewed shall be informed of the time and the place of the interview a minimum of twenty-four (24) hours prior to the interview.
- g) Qualified applicants for a position will be offered an oral debriefing upon request. The teacher requesting the debriefing must submit their request to the appropriate Administrator by Board email. The Administrator and the applicant will find a mutually agreeable time and manner (phone, video, or face to face) for the debrief.

L5.13 Curriculum Writing Opportunities

The Employer shall inform Bargaining Unit members of all curriculum writing opportunities, by providing electronic notice of such opportunities on the Board's intranet site.

L5.14 Correspondence

A copy of any correspondence relating to this Collective Agreement from authorized representatives of the Bargaining Unit to any authorized representatives of the Employer shall be provided by email to the Director of Education or designate.

L5.15 Joint Labour/Management Committee

- a) The Parties agree to participate in a Joint Labour/Management Committee to discuss matters that are of concern to either of them which relate to the Bargaining Unit and Bargaining Unit members. It is understood that matters for discussion will not normally include, except with

the mutual consent of the Parties, items that are under negotiations or that are the subject matter of an active grievance.

- b) The Committee will consist of up to three (3) members of the Bargaining Unit, appointed by the Bargaining Unit, and up to three (3) representatives of the Employer. With the approval of both Parties, additional representatives may attend a meeting.
- c) The Committee shall meet on a regular basis, normally every two (2) months, or at the call of either Party upon reasonable notice.

L5.16 Performance Appraisals

- a) It is understood and agreed that any recommendation for termination resulting from the teacher performance appraisal process is subject to the grievance/arbitration process set out in L6.00 - Grievance Procedure of this Agreement. Further, it is understood and agreed that any alleged violations of the process, including alleged violations of the governing legislation, regulations and/or Board policies/ procedures/resolutions, may be raised in the termination grievance, regardless of timeframes set out in the grievance process.
- b) The Parties have reviewed the Ministry's "Teacher Performance Appraisal – Technical Requirements Manual 2010" and "New Teacher Induction Program – Induction Elements Manual 2019" and have endorsed their use for directing the Teacher Performance Appraisal which shall be conducted as outlined in the "TLDSB/OSSTF District 15 New & Experienced Teacher Performance Appraisal Process" dated June 21, 2016.

L5.17 Cross-Panel Exchanges

- a) A member who wishes to initiate a cross-panel exchange with a Teacher in the Elementary panel must submit a written request to the Superintendents responsible for Elementary and Secondary Operations, with a copy to the respective Principals and Federation Presidents.
- b) Requests must identify both teachers and be submitted by the Monday after March Break for the following school year.
- c) Exchanges shall be for a maximum period of one (1) school year, subject to annual renewal.
- d) In the case of a strike/lock-out involving either Bargaining Unit the exchange provision is suspended and the member must return to the originating assignment.
- e) The workload provisions governing the teachers' assignment in a particular building will apply to the teachers on exchange. Specifically, for an elementary teacher on exchange in a secondary school, the assignment will be in accordance with L13.00 - Staffing and Workload of the secondary school teachers' collective agreement. Conversely, a secondary teacher on exchange in an elementary school will be assigned duties in accordance with the Staffing & Working Conditions article and the Letter of Understanding: Parent-Teacher Interviews of the ETFO-TLETL collective agreement. In addition, the teacher on exchange accepts the school year calendar for the exchange panel. Any grievance related to workload shall be filed in accordance with the collective agreement governing the teacher's exchange assignment in a particular building, and carriage of the grievance is the responsibility of the Federation that is signatory to that collective agreement.

- f) Members of the Bargaining Unit who participate in a cross-panel exchange shall be deemed to perform duties all or most of the time in the Secondary Panel. As a result, all terms and conditions of employment other than those specified in L5.17 e), including, but without limiting the generality of the foregoing, leaves, union dues, seniority, etc., as well as any grievance(s) in relation to these issues, shall be in accordance with the collective agreement applicable to the originating panel.

L6.00 – GRIEVANCE PROCEDURE

L6.01 Definitions

- a) A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- b) The "Parties" shall be defined as the Bargaining Unit and the Board.
- c) "Days" shall mean regular work days unless otherwise indicated.

L6.02 A member shall have the right to have present a representative from OSSTF to assist the member at any stage in this grievance and arbitration procedure.

L6.03 Grievance Procedure – Individual, Group and Policy Grievances

In the case of a grievance by the Bargaining Unit on behalf of one of its members or a group of members, and all grievances by a Party, including a policy grievance, the Party filing the grievance may take the following steps in sequence to resolve the matter.

Step 1

The Party filing the grievance may initiate a written grievance within thirty (30) days of the date the cause for the grievance became known, or ought reasonably to have been known, to the Director (or designate), or President of the Bargaining Unit (or designate), as the case may be, by email who shall answer the grievance in writing by email within ten (10) days after receipt of the grievance. It is understood that a meeting will be held at Step 1, at the request of either party, in which case the Step 1 response will be provided in writing by email within ten (10) days of the meeting.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Bargaining Unit, or the Director (or designate), as the case may be.

Step 2

At the request of either Party, the Director or designate shall convene a meeting with up to three (3) members representing the Board and up to three (3) members representing the Bargaining Unit to discuss the grievance within ten (10) days of receipt of the Step 1 response. The Director (or designate) or the President of the Bargaining Unit, as the case may be, shall answer the grievance in writing by email within five (5) days of the meeting.

Step 3

If the reply of the President of the Bargaining Unit (or designate) or the Director (or designate), as the case may be, is not acceptable to the Party filing the grievance, that Party may then apply for arbitration within twenty (20) days of the receipt of the reply.

L6.04 Grievance Mediation

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

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

The fees for the mediator shall be shared equally by the Parties.

L6.05 Arbitration

A written referral to arbitration may be made by either Party. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an arbitrator within ten (10) days of the referral, the appointment shall be made by the Ministry of Labour, upon the request of either Party.

Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The referral to arbitration shall contain the name of the first Party's appointee to the Arbitration Board. The recipient of the referral shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected 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 within the time specified, the appointment shall be made by the Minister of Labour upon the request of either Party.

L6.06 The single Arbitrator or Board of Arbitration may substitute such other penalty in a discipline or discharge case as to the single Arbitrator or Board of Arbitration seems just and reasonable in all the circumstances.

L6.07 The single Arbitrator or Board of Arbitration shall not be authorized to alter, modify, amend or add to this Collective Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.

L6.08 The decision of the Arbitrator or Board of Arbitration shall be binding upon the Parties.

L6.09 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.

L6.10 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.

L6.11 Time restrictions may be extended if mutually agreed in writing.

- L6.12 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted with the written consent of the Parties.
- L6.13 The terms of settlement of any grievance at any step shall be set out in writing and signed by the authorized representatives of the Parties.
- L6.14 Should the investigation or processing of a grievance require that the member(s) on whose behalf the grievance has been initiated or Bargaining Unit representative be released from regular duties, these members shall be released without loss of salary or benefits.
- L6.15 The time limits fixed for the grievance procedure under this Collective Agreement are mandatory, and may be extended or abridged only upon the written consent of the Parties. This clause does not preclude the application of Section 48, Sub-section 16 of the *Labour Relations Act*.

L7.00 – SALARY SCHEDULE AND ALLOWANCES

L7.01 Category System

- a) All members employed by the Board as of January 1, 1998 shall retain the grid rank which they possessed with their predecessor Board. Category changes for such members, as well as the initial grid rank for members hired after January 1, 1998, shall be in accordance with the OSSTF Certification Plan.

Effective February 1, 2020, the Qualifications Evaluation Council of Ontario (QECO) will be the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

- b) A member who achieves the requirements within a school year for placement in a higher category shall be placed at the appropriate grid rank retroactive to September 1 of the school year, provided that the supporting documentation is submitted to and received by the Director or designate by email at the earliest opportunity, but not later than May 31 of the same school year.
- c) The onus is on the individual member to inform the Employer in writing and provide appropriate supporting documentation respecting any change which has occurred in the member's category. Where documentation is delayed for reasons beyond the member's control, and where the member has notified the Employer of the completion of courses prior to the dates in L7.01.b), the salary of the member shall be adjusted in accordance with L7.01.b) upon receipt of the documentation by the Employer.

L7.02 Method of Payment

- a) Members with a 1.0 FTE for the school year, shall be paid their annual salary, by direct deposit, in accordance with the following schedule:
- i. 1/26 on the first and fifteenth of each month, except as set out in ii and iii below;
 - ii. 2/26 on each of September 1 and December 15;
 - iii. the remaining 4/26 in a lump sum on the last day of the school year.

- b) Members who are less than 1.0 FTE for the school year, shall be paid their salary in accordance with c, d and e below.
- c) Members working in the first semester, excluding teachers working less than full time in the semester in the AAECs, shall be paid their semester's salary by direct deposit, in accordance with the following schedule:
 - i. 2/13 on September 1 and December 15;
 - ii. 1/13 on September 15, October 1, October 15, November 1, November 15, December 1, January 1, January 15, February 1.
- d) Members who work in the second semester, excluding teachers working less than full time in the semester in the AAECs, shall be paid their semester's salary by direct deposit, in accordance with the following schedule:
 - a. 1/13 on the first and fifteenth of each month, commencing February 15 and ending June 15;
 - b. the remaining 4/13 in a lump sum on the last day of the school year.
- e) Members working in the AAECs who work less than full time in a semester shall be paid by block as follows:
 - i. 1/26 of their annualized salary on the four pay periods established on the first and fifteenth of each month of the block. A true-up adjustment will be made to compensate for the difference between $0.167 \times$ their annualized salary and the 4/26ths paid and this true-up will be equally divided and added to the four pay periods.
- f) If any pay date is not a normal banking day, then the appropriate salary shall be paid on the last normal banking day preceding the dates stipulated in L7.02 a), c), d), and e), except on January 1, when the pay date will be the first banking day in January. Members will be provided an e-pay statement with each direct deposit.
- g) If, as a result of the application of any provision of this Collective Agreement, there is a reduction of a member's gross pay in a particular payroll in excess of ten percent (10%), the reduction in gross pay on that payroll shall be limited to ten percent (10%), with any additional reduction(s), also limited to ten percent (10%), to take place on subsequent payrolls, as necessary, and provided the necessary reduction is achieved within the school year. If the necessary reduction cannot be achieved before the final payroll of the school year, the remaining outstanding balance will be deducted from the final payroll of the school year. The restriction on reduction of a member's gross pay shall not apply in the case of disciplinary matters, or sick leave over-payments relating to Long Term Disability.

L7.03 Salary Grids

- a) Salaries shall be paid in accordance with the following:

i. Effective September 1, 2019:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	49,201	51,347	53,209	56,032
1	52,165	54,584	55,989	59,068
2	55,129	57,823	58,922	62,278
3	58,091	61,061	62,022	65,676
4	61,052	64,298	65,293	69,270
5	64,015	67,534	68,748	73,070
6	66,978	70,769	72,392	77,091
7	69,943	74,009	76,242	81,343
8	72,902	77,246	80,304	85,842
9	76,227	80,481	84,594	90,602
10	79,203	83,720	89,123	95,637
11	81,792	86,956	93,904	100,960

ii. Effective September 1, 2020:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	49,693	51,860	53,741	56,592
1	52,687	55,130	56,549	59,659
2	55,680	58,401	59,511	62,901
3	58,672	61,672	62,642	66,333
4	61,663	64,941	65,946	69,963
5	64,655	68,209	69,435	73,801
6	67,648	71,477	73,116	77,862
7	70,642	74,749	77,004	82,156
8	73,631	78,018	81,107	86,700
9	76,989	81,286	85,440	91,508
10	79,995	84,557	90,014	96,593
11	82,610	87,826	94,843	101,970

iii. Effective September 1, 2021:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	50,190	52,379	54,278	57,158
1	53,214	55,681	57,114	60,256
2	56,237	58,985	60,106	63,530
3	59,259	62,289	63,268	66,996
4	62,280	65,590	66,605	70,663
5	65,302	68,891	70,129	74,539
6	68,324	72,192	73,847	78,641
7	71,348	75,496	77,774	82,978

8	74,367	78,798	81,918	87,567
9	77,759	82,099	86,294	92,423
10	80,795	85,403	90,914	97,559
11	83,436	88,704	95,791	102,990

- b) Members employed for less than the full school year shall be paid their salaries in the proportion that the total number of work days for which they perform their duties bears to the total number of work days in the school year.
- c) Annually on September 1, each member shall be placed at the grid step which reflects all elementary, secondary, or equivalent teaching experience, including Long-Term Occasional (LTO) teaching experience, expressed to the nearest half-year, up to the maximum number of years of the respective category of the member.

Note 1: For the purposes of recognition of the LTO teaching experience noted above, one-tenth year of experience shall be credited for each twenty (20) consecutive days of teaching.

Effective September 1, 2021, for the purposes of recognition of the LTO teaching experience noted above, the annual (school year) LTO experience shall be converted to full-time equivalent (FTE) days of LTO teaching experience and then divided by 20 and then multiplied by 0.1. The resultant experience will then be rounded to the nearest tenth.

Note 2: While it is understood that no teacher shall be entitled to accrue more than 1.0 year of teaching experience for grid purposes in any September 1 to August 31 period, credit course instruction in summer school and night school shall count as secondary teaching experience in accordance with the following:

- (i) For purposes of recognition of summer and night school credit course instruction taught prior to September 1, 2000, one (1) full credit course shall be counted as 0.167 of a grid step and partial credit courses shall be awarded on a pro-rated portion of a grid step.
- (ii) Experience for summer and night school credit course teaching, taught after September 1, 2000, shall be granted the value assigned to teaching credit courses by the Collective Agreement.
- (iii) Note 2 is effective only for teachers hired after December 17, 1998.

d) Equivalent Teaching Experience

Equivalent teaching experience, as stipulated in L7.03 c), may be recognized for placement on the "Salary Grid" at the discretion of the Director or designate. Copies of documentation in support of a decision regarding equivalent experience credits for newly hired members shall be provided to the President of the Bargaining Unit.

L7.04 Graduate or Extra Degree Allowance

- a) A Bargaining Unit member shall be entitled to be paid an extra degree allowance from one of L7.04 b) or L7.04 c). The allowance received shall be the allowance payable for the highest level of education received.
- b) An allowance above grid salary will be paid for a Master's Degree from an accredited university provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required. The Master's Degree allowance is as follows:

effective September 1, 2019:	\$1,167
effective September 1, 2020:	\$1,179
effective September 1, 2021:	\$1,191.

- c) An allowance above grid salary will be paid for a Doctoral Degree from an accredited university, provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required. The Doctoral Degree allowance is as follows:

effective September 1, 2019:	\$1,477
effective September 1, 2020:	\$1,492
effective September 1, 2021:	\$1,507.

- d) Salary adjustments related to the achievement of an extra degree allowance shall be implemented as of the date the supporting paperwork is received by email to the Director or designate.

L7.05 Related Work Experience

- a) For all members who commenced employment prior to September 1, 2000, any trade and related experience which was recognized at the time of hiring shall continue to be recognized in accordance with the provisions of the applicable prior collective agreement. Such existing experience will not be renegotiated at any time nor for any reason.
- b) For all members who commenced employment on or after September 1, 2000, related experience recognized under this clause shall be granted if the following conditions are met:
 - i. the experience is directly related to the subject discipline in which the member is qualified;
 - ii. the experience is in excess of that which is required for admission to a Faculty of Education;
 - iii. the member has submitted the required documentation to the Director or designate by email; and
 - iv. the related work experience has taken place within the eleven (11) year period immediately prior to the commencement of teaching.

Note: The determination of eligible related experience under L7.05 b) is subject to a one-time opportunity for review, with Federation assistance. After such review, or after six (6) months, whichever is sooner, the determination of related experience will not be renegotiated at any time nor for any reason.

- c) Teachers shall receive credits under L7.05 b) for related work experience, year for year, to a maximum of six (6) grid steps.
- d) Copies of documentation in support of a decision regarding related experience for a newly hired member shall be forwarded to the President of the Bargaining Unit.

L7.06 E.I. Rebate

The members' share of the E.I. premium reduction rebates will be retained by the Board and used to pay a portion of the Federation cost of Federation Release.

L7.07 E.I. Insurable Hours

The daily hours of work for a full day assignment shall be eight (8) hours for E.I. reporting purposes.

L7.08 Annual Statement

Each member's salary grid placement, Equivalent and Related teaching experience, Graduate or Extra Degree allowance, and Position of Responsibility allowance is updated regularly and available for review electronically in a secure Human Resources Information System (HRIS).

L8.00 – POSITIONS OF RESPONSIBILITY

L8.01 If a member of the Bargaining Unit is appointed to the position of Co-ordinator, the annual allowance (pro-rated for part year assignments) to be paid shall be:

Effective Date	Annual Allowance
September 1, 2019	\$14,714
September 1, 2020	\$14,861
September 1, 2021	\$15,010

This is in addition to grid salary.

L8.02 A member of the Bargaining Unit who is appointed to a position of Consultant shall be paid an annual allowance (prorated for part year assignments) of:

Effective Date	Annual Allowance
September 1, 2019	\$5,765
September 1, 2020	\$5,823
September 1, 2021	\$5,881

This is in addition to grid salary.

L8.03 For the purposes of this clause, and this Collective Agreement generally, members of the Bargaining Unit who are incumbent Co-ordinators or Consultants, as well as Bargaining Unit members who are subsequently appointed to these positions, shall be deemed to perform duties "all or most of the time" in the teaching panel from which they were appointed.

L8.04 Adult and Alternate Education Centre (AAEC) Head

- a) A member may be appointed as an AAEC Head to perform the duties of a Principal or Vice-Principal, not to include discipline or evaluation of a Bargaining Unit member.

- b) A member who is appointed to the position of AAEC Head shall be appointed for a term of four (4) years. Such appointment shall be made in accordance with L5.12.
- c) A member of the Bargaining Unit who is appointed to a position of AAEC Head shall be paid an annual allowance (pro-rated for part year assignments) as follows:

Effective Date	Annual Allowance
September 1, 2019	\$7,577
September 1, 2020	\$7,653
September 1, 2021	\$7,730

This is in addition to grid salary.

L8.05 International Baccalaureate Head

- a) A member may be appointed as an International Baccalaureate Head at any school offering the IB Program to perform the duties of a Principal or Vice-Principal within the IB Program, not to include discipline or evaluation of a Bargaining Unit member.
- b) A member who is appointed to the position of International Baccalaureate Head shall be appointed for a term of four (4) years. Such appointment shall be made in accordance with L5.12.
- c) A member of the Bargaining Unit who is appointed to a position of International Baccalaureate Head shall be paid an annual allowance (pro-rated for part year assignments) as follows:

Effective Date	Annual Allowance
September 1, 2019	\$7,577
September 1, 2020	\$7,653
September 1, 2021	\$7,730

This is in addition to grid salary.

L8.06 Departmental Positions of Responsibility Within Schools

- a) The organization of a secondary school shall be by department in accordance with L8.08.
- b) The Employer shall appoint for each department of a secondary school a member to direct and supervise, subject to the authority of the Principal, such department.
- c) A member appointed under L8.06.b) shall not be appointed to be in charge of more than one department.
- d) A member appointed under L8.06.b) shall be appointed for a term of four (4) years. It is understood that a member may reapply for the position.
- e) A member appointed under L8.06.b) shall be paid an annual allowance, in accordance with the chart below. The allowance shall be paid based upon the number of sections in the department, as referenced in L8.08, on May 31 of the previous year. The allowance shall be paid in addition to grid salary.

	Sections	Effective Sept. 1/19	Effective Sept. 1/20	Effective Sept 1/21
Level 1	1 – 12	\$1,502	\$1,517	\$1,532
Level 2	13 – 24	\$2,102	\$2,123	\$2,144
Level 3	25 – 36	\$3,303	\$3,336	\$3,369
Level 4	37+	\$5,163	\$5,215	\$5,267
Special Education	N/A	\$5,163	\$5,215	\$5,267
School Improvement	N/A	\$1,202	\$1,214	\$1,226

- f) Departments with forty-nine (49) or more sections will be eligible for an Assistant Department Head, and the annual responsibility allowance will be as follows:

Effective Sept. 1/19	Effective Sept. 1/20	Effective Sept. 1/21
\$1,202	\$1,214	\$1,226

- g) Where a member appointed under L8.06 b) is absent for ten (10) or more consecutive work days, an Acting Department Head or Acting Assistant Department Head shall be appointed from within that secondary school within the next five (5) work days. The member shall continue to fill the Acting Department Head or Acting Assistant Department Head position until the Department Head returns or until the end of the school year, whichever comes first. The allowance shall commence on the effective date of the appointment and shall be pro-rated based on the number of work days the member is an Acting Department Head or Acting Assistant Department Head.
- h) Where a member appointed under L8.06 b) will be on leave for a semester or a school year, there shall be a Board-wide posting to fill the Acting Department Head or Acting Assistant Department Head position for that semester or school year. The allowance shall commence on the effective date of the appointment and shall be pro-rated based on the number of work days the member is an Acting Department Head or Acting Assistant Department Head. The member filling the Acting Department Head or Acting Assistant Department Head position shall remain the responsibility of the originating school for purpose of Article 19.
- i) The School Improvement Head, under the terms of this agreement, is a teacher who has been appointed by the Employer to a position responsible for activities relating to a special initiative at a particular school. These positions will be one (1) year renewable appointments at the discretion of the Employer.

L8.07 Duties of a Department Head

Department Heads shall:

- a) assist the Principal, in co-operation with other Department Heads, in the general organization and management of the school;

- b) assist the Principal by recommending appointments to the teaching and support staff of the department; by recommending the assignments and timetable allotments of the teaching and support staff of the department; by co-ordinating and supervising the teaching and support staff in implementing the programme of the department; by providing direct assistance to teachers and support staff members who are experiencing difficulty in the performance of their duties; by assembling information that the Principal may be required to provide to the Employer, Ministry of Education and Training, in-school and joint staffing committees and other such bodies;
- c) file with the Principal up-to-date copies of course overviews for the department in sufficient detail to permit effective co-ordination of the courses to meet requirements set forth by the Ministry of Education and Training;
- d) assist teachers in the department in improving their methods of instruction, in maintaining proper standards for instruction, and in keeping records of the work and achievement of pupils;
- e) assist the Principal in ensuring that there is reasonable supervision of pupils who engage in activity authorized by the Board that is performed off school property and is part of the department programme;
- f) assist the Principal in ensuring that equipment for use in courses and activities in the department is maintained in safe working order;
- g) develop and administer the department budgets;
- h) perform other assigned duties consistent with the legislation and regulations.

L8.08 Department Structure

Departments shall be established in the following subject areas:

a) Gravenhurst High School:

Arts (Drama, Media, Music, Visual Arts)
 Business and Technological Studies
 Canadian and World Studies (Geography, History and Social Sciences)
 Languages (English, French (including Core French and subjects where French is the language of instruction) and International Languages)
 Mathematics
 Health and Physical Education, Family Studies
 School Improvement
 Science
 Student Services (Special Education, Guidance, Library and Co-op Education)

b) Bracebridge and Muskoka Lakes Secondary School, Fenelon Falls Secondary School, Lindsay Collegiate and Vocational Institute, and Haliburton Highlands Secondary School:

Arts (Drama, Media, Music, Visual Arts)
 Business Studies and Technological Studies
 Canadian and World Studies (Geography, History and Social Sciences)
 Languages (English, French (including Core French and subjects where French is the language of instruction) and International Languages)

Mathematics
Health and Physical Education, Family Studies
School Improvement
Science
Special Education
Student Services (Co-op Education, Guidance and Library)

c) I.E. Weldon Secondary School and Huntsville High School:

Arts (Media, Visual Arts)
Business Studies and Technological Studies
Canadian and World Studies (Geography, History and Social Sciences)
English
French (including Core French and subjects where French is the language of instruction) and
International Languages)
Mathematics
Performance Arts (Drama and Music)
Health and Physical Education, Family Studies
School Improvement
Science
Special Education
Student Services (Co-op Education, Guidance and Library)

L8.09 New Positions of Responsibility

- a) In the event that the Employer creates a position of responsibility within the Bargaining Unit which is not specifically covered by this Collective Agreement, and where such position is to be filled by a member, the compensation for the position shall be negotiated between the Parties to a point of mutual agreement.
- b) In the event that the Employer creates a new position of responsibility and where such a position may be filled by a member of the Bargaining Unit, the compensation for that position shall be negotiated between the Parties to a point of mutual agreement.

L9.00 – GROUP BENEFITS

L9.01 Sick leave / short term leave disability plan (STLDP) is not available to augment long term disability benefits.

L10.00 – SICK LEAVE

L10.01 Each member's bi-weekly electronic pay stub shall indicate the year-to-date balance in their 11-day sick leave plan as of the end of the pay period noted. Members may contact the Attendance and Disability Management Officer for further information.

L10.02 Deductions from a member's sick leave for absences of less than a full day shall be pro-rated to the nearest half day.

L10.03 Medical Documentation

- a) If an absence due to illness/injury extends beyond three (3) consecutive work days, a member shall provide a medical certificate, if requested.
- b) For other absences, in extenuating circumstances and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical certificate, in which case the Employer shall reimburse the member for the cost of the medical certificate.
- c) Where there is an on-going absence due to illness/injury, the Director (or designate) may require the member to provide medical documentation. The Employer shall reimburse the member for the cost of the medical documentation.
- d) All medical documentation referenced above shall be stored in a secure location and in a completely confidential manner. Employer access to the medical file shall be limited to the Superintendent of Human Resources Services and the Attendance and Disability Management Officer.
- e) Except as required by law, information from a member's medical file shall be released only after the member has provided written consent.

L10.04 If absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of absence charged against sick leave shall represent only the time equivalent of the cash supplement paid by the Employer, and the top-up amount shall be for a maximum of four (4) years and six (6) months.

L10.05 The Employer shall notify the member of their right to Federation representation prior to any return to work meeting.

L11.00 – RETIREMENT GRATUITY PLAN

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

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

L11.01 A retirement gratuity will be paid to any member who has a minimum of ten (10) years of continuous service, immediately prior to retirement, with Trillium Lakelands District School Board and/or one of its predecessor Boards and who, upon retirement, qualifies for the immediate payment of a pension from the Ontario Teachers' Pension Plan. For the purposes of the qualifying period, an approved leave does not constitute an interruption of "continuous service". "Immediate payment of a pension" under this paragraph means the retiring member will be eligible to receive a pension from the Ontario Teachers' Pension Plan within six (6) months from the date of retirement, and written documentation from the Ontario Teachers' Pension Plan Board will be provided to the Employer by the retiring member.

- a) The gratuity shall be calculated as follows:

$$\frac{A}{200} \times \frac{N}{2} = G$$

Where A = the member's annualized earnings (including any allowances) at the rate received by the member immediately prior to retirement or death;

And N = the number of sick leave days accumulated while the member was in the employ of the Board or one of its predecessor Boards, and remaining in the member's sick leave account at the time of retirement, but not including those days transferred from another Board, municipality or Ministry of Education;

And G = the gratuity to a maximum of one-half year's annualized earnings (including any allowances) at the rate received by the member immediately prior to retirement or death.

- b) A member may accumulate up to three hundred (300) days for retirement gratuity purposes, but if, at the time of death or retirement, the credit exceeds two hundred (200) days, only two hundred (200) days may be used in the formula in L11.01 a).

L11.02 As per sub-section 180 (3) of the *Education Act*, a member who elects to accept an offer from the Employer for a reduction in employment from full-time to part-time (including in the year preceding retirement or death) is entitled to a gratuity of up to one-half of the member's full-time annual rate of earnings at the time of retirement or death.

L11.03 Six (6) months' notice of retirement will be given except in the case of illness or unexpected circumstances.

L11.04 If a member dies while in the employ of the Board, a retirement gratuity will be paid to the member's designated beneficiary (as specified in the member's group life enrollment form) under the same terms and conditions as if the member had retired in a normal manner.

L11.05 Payment will be made:

- a) in a bulk payment to the designated beneficiary of the deceased member (as specified in the member's group life enrollment form) within three (3) months of the death of the member; or
- b) in a bulk payment at the discretion of the member at any time between three (3) and twelve (12) months from the effective date of retirement, where the notice in L11.03 has been provided; or
- c) in a bulk payment at the discretion of the member at any time between six (6) and twelve (12) months from the effective date of retirement, where the notice in L11.03 has not been provided.

L12.00 – LEAVES

L12.01 Pregnancy and Parental Leave

- a) A member shall be granted a pregnancy leave and/or parental leave in accordance with the Employment Standards Act upon written notification sent by email to the Director or designate of the dates on which the member intends to leave and return to active employment, with a copy to the Bargaining Unit President and the Principal.

- b) For pregnancy leave, the member shall provide the Employer with a medical certificate indicating the expected date of birth.
- c) The timing and length of the pregnancy leave and/or parental leave shall be at the discretion of the member and in accordance with the Employment Standards Act. Any extension of the leave shall be in accordance with L12.02.
- d) Supplemental Employment Benefit Plan (SEB) – Pregnancy Leave
 - i. 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.
 - ii. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
 - iii. 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.
 - iv. Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
 - v. 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.
 - vi. 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.
 - vii. 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.
 - viii. 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.
 - ix. If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
 - x. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
 - xi. 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.
 - xii. 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.

e) Supplemental Employment Benefit Plan (SEB) – Parental Leave

A member granted a parental leave pursuant to this Article shall be compensated by the Employer under Canada Employment Insurance Commission (CEIC) approved SEB plan for the waiting period under CEIC at a weekly rate equal to ninety-five (95) percent of the CEIC weekly insurable earnings provided that the member:

- i. is eligible for pregnancy or parental leave benefits under CEIC laws and regulations; and
- ii. makes a claim to the Employer on a form to be provided indicating the weekly amount payable by CEIC.

The SEB plan shall be subject to approval by C.E.I.C.

- f) A member on pregnancy/parental leave shall continue to accrue credit for grid experience.
- g) A member returning from a pregnancy/parental leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.
- h) Nothing in this Article precludes a member from entitlement to sick leave pay under L10.00 – Sick Leave.

L12.02 Extended Leave

- a) Upon request to the Director or designate, a member may extend their pregnancy and/or parental leave by up to two (2) additional school years. The following conditions shall apply to the continuation of such an extended leave:
 - i. The member must apply in writing for the extended leave at least six (6) weeks in advance of the commencement of the extended leave, with a copy to the Bargaining Unit President and the Principal;
 - ii. The final day of leave shall be one of the following dates:
 - the end of the first semester;
 - the final day of the March break;
 - the end of the second semester; or
 - by mutual agreement, at another natural break in the school year.
- b) A member returning from an extended leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the

member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.

L12.03 Paternity/Adoption Leave

- a) The Employer, upon the request of a member, and receipt of a medical certificate stating that a member's spouse is pregnant, shall grant the member one (1) day of paternity leave without loss of pay. This leave may be taken at the member's discretion, in whole or in part, during the pregnancy or following the birth of a child.
- b) A member adopting a child who does not take parental leave in accordance with L12.01 shall be entitled to three (3) days of adoption leave without loss of pay.

L12.04 Bereavement Leave

- a) A member shall be granted bereavement leave with pay, as follows:
 - i. up to five (5) days in the case of the death of a spouse, child or parent;
 - ii. up to three (3) days in the case of the death of a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild;
 - iii. one (1) day in the case of the death of an aunt or uncle; in the case of a close personal friend, one (1) day shall be granted to attend the funeral.
- b) At the discretion of the Director or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement.

L12.05 Personal/Compassionate Leave

- a) Leaves of absence for other than personal illness may be granted without reduction of salary up to a total of three (3) days per school year, subject to approval of the Principal and/or Human Resources Services as appropriate. A member shall submit a Personal/Compassionate Leave Form each time such leave is used. If the member is refused leave by the Principal, the member has the right to appeal to the Director of Education. This leave of absence is not cumulative. The annual Personal/Compassionate Leave entitlement shall be pro-rated for part-time members. Part-time permanent members can access their pro-rated permanent Personal/Compassionate Leave days for either permanent or long term occasional assignments.
- b) The Employer shall grant up to one (1) of the three (3) personal/compassionate days that a member is entitled to outlined under (a) above for the purpose of attending to an important personal matter as determined by the member.
- c) The Employer shall grant up to two (2) of the three (3) Personal/Compassionate Leave days that a member is entitled to as outlined under (a) above for:
 - i. Attending to the needs of an ill or injured member of the immediate family. (Immediate family refers to son, daughter, spouse or any relative for whom the member bears special responsibilities.)
 - ii. Accompanying an immediate family member to a doctor's office or hospital.
 - iii. Needs directly related to the birth or adoption of a child.

- iv. Attending a wedding.
 - v. Attending graduation exercises.
 - vi. Writing an examination from a post-secondary institution, including one-half day before the exam.
 - vii. Moving principal residence of the employee.
 - viii. Legal appointments.
 - ix. Municipal business.
 - x. For the observance of Holy Days for a religion which is recognized in the Marriage Act as being “permanently established both as to the continuity of its existence and as to its rights and ceremonies.”
 - xi. Acting as a pallbearer at a funeral for which the member is not eligible for a Bereavement Leave under L12.04 a).
- d) The Employer may grant personal/compassionate leave, with pay, for reasons other than those provided for in L12.05 c), subject to the conditions contained in L12.05 a). These requests must be emailed to personalleave@tldsb.on.ca for consideration at least five (5) school days in advance of the day(s) requested wherever possible.
- e) The Employer may grant personal/compassionate leave, without pay, to a maximum of two (2) days per school year. These requests must be emailed to personalleave@tldsb.on.ca for consideration at least five (5) school days in advance of the day(s) requested wherever possible.

L12.06 Quarantine

Leave, without loss of pay, shall be granted to a member for a period of quarantine when declared or recommended by the Medical Officer of Health or designate.

L12.07 Jury or Witness Duty

- a) A member shall be granted leave, without loss of pay, to serve as a juror or when subpoenaed as a witness in any proceeding to which the member is not a Party, provided the member pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and accommodation expenses.
- b) Where a member in the employ of the Board is charged with an offence directly related to the member's employment, the member shall not suffer a loss of pay for the time spent in court under a summons.

L12.08 Special Leave of Absence

- a) A member may request an unpaid leave of absence of one (1) to six (6) consecutive semesters. Any request for such leave shall be submitted in writing to the Director or designate by March 15 in the academic year preceding that in which the leave is to commence, with a copy to the Bargaining Unit President and the Principal. This deadline may be waived by the Employer.
- b) Leaves shall be granted if there is a member on the recall list, according to L19.00 – Transfer, Surplus, Redundancy and Recall, who is qualified for and accepts the position. In all other

cases, special leave may be granted subject to program needs.

- c) A member returning from a special leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.

L12.09 Self-Funded Leave Plan

- a) This plan has been developed to afford members the opportunity of taking a one (1) year or one (1) semester leave of absence with pay, by spreading salary over a longer period of time (example: 4 years' salary over 5 years or 3 semesters' salary over 4 semesters). The maximum period for a self-funded leave plan shall be six (6) years.
- b) Any member with one (1) year of service with Trillium Lakelands District School Board is eligible to apply.
- c)
 - i. Application shall be made, in writing, to the Director or designate on or before the Monday after the March Break, with a copy to the Bargaining Unit President and the Principal.
 - ii. Written acceptance or denial of the member's request, with explanation, shall be forwarded to the member by April 15. An individual Self-Funded Leave Agreement shall be completed by June 30.
- d) The salary and any accrued interest shall be paid to the member in the manner specified by the member in the Self-Funded Leave agreement governing the leave plan of that member. The member may choose to receive the funds according to the regular payroll schedule, 50% of the funds at the start of the leave and the balance of the funds at the half-way point of the leave, or to receive one hundred percent (100%) of the funds at the start of the leave.
- e) The individual self-funded leave accounts shall be administered and invested by the Superintendent of Business or designate. The Superintendent of Business or designate will meet annually prior to June 15 with a committee of three (3) representatives appointed by the Bargaining Unit to review the operation of the plan and discuss the investment of the funds for the following school year. The rate paid on the funds shall not be less than the investment rate that is available on the Board's general revenue bank account. Prior to October 31, the Employer shall provide each plan participant with a personal statement of account detailing transactions for the year ending August 31 including interest earned for the year.
- f) While on self-funded leave:
 - i. Teachers' Pension Plan deductions shall be continued in accordance with the regulations established by the Teachers' Pension Act.
- g) A member returning from a self-funded leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.

- h) i. If a member dies, the Employer shall pay, within sixty (60) days, to the member's beneficiary (as specified in the member's group life enrollment form) the amount of salary withheld up to that time along with any accrued interest.
- ii. If a member resigns from the Board, is redundant under L19.00 – Transfer, Surplus, Redundancy and Recall, or decides to withdraw from the plan, the Employer shall pay, within sixty (60) days, to the member the amount of salary withheld up to that time along with any accrued interest.
- i) These self-funded leave provisions are subject to Canada Revenue Agency requirements.
- j) A Member may withdraw from the Plan, on or before the Monday after March Break of the school year preceding the school year of scheduled self-funded leave. Requests for withdrawal from the self-funded leave plan shall be submitted, in writing, to the Director of Education or designate in accordance with the timelines noted herein.

In extenuating circumstances, the Director (or designate) may waive the deadline noted above. Such requests shall not be unreasonably denied.

- k) A member who is approved for self-funded leave and subsequently withdraws, shall be subject to a two-hundred dollar (\$200.00) administrative fee. This fee may be waived by the Superintendent of Human Resources Services if there are extenuating circumstances which cause the member to withdraw from the plan.

L12.10 Federation Release Time

a) Local Federation Officers

- i. The Employer agrees to provide up to two (2) FTE Federation leaves for local Federation business. This release time shall be provided to the local Federation Officers who are identified by the Federation, provided that the Federation shall reimburse the Employer salary rate of Category 3, step 0, of the salary grid and any allowances as directed by the Federation for the up to two (2) leaves for local Federation Officers.
- ii. The Federation Officers shall be paid as teachers based on their permanent FTE entitlement, including any allowances as directed by the Federation. The combined total for the Federation release FTE and the teaching FTE during the local Federation Officer's Federation release time will not exceed the member's permanent FTE entitlement. Federation Officers are entitled to all benefits and privileges of the Collective Agreement, during the period of the leave.
- iii. A member returning from Federation release time to active employment shall be reinstated to the position which the member held prior to the leave due to Federation release time. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.
- iv. The Employer agrees to release Bargaining Unit members for Federation business at the request of the Bargaining Unit President, provided that the Federation shall reimburse the Employer for any replacement costs incurred. Total time release under this clause shall not exceed a total of thirty (30) days in any school year.

b) Leave for Provincial Federation Office

- i. In addition to the Federation leave specified in 12.10 (a) above, the Employer will also grant a leave of absence to a member who holds elected office requiring full-time duty at the OSSTF provincial level. In such cases, the Federation shall reimburse the Employer for the full cost of the member being released. Reimbursement shall include the full grid salary, any allowance as directed by the Federation, and all insured and statutory benefits.
- ii. A member returning from leave for Provincial Federation Office to active employment shall be reinstated to the position which the member held prior to the leave for Provincial Federation Office. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.

L12.11 Legislated Leaves of Absence

Members shall have access to legislated leaves, if applicable, in accordance with the *Employment Standards Act 2000*, as amended from time to time.

L12.12 General

- a) Excluding leave for illness/injury and leave for Federation business, no combination of consecutive leaves under this Article shall exceed three (3) consecutive school years. This stipulation may be waived at the sole discretion of the Director or designate in exceptional circumstances. This provision is not intended to abrogate the statutory entitlement of any member.
- b) With the exception of grid experience recognized in accordance with L7.03 d) Equivalent Teaching Experience, credit for grid experience does not accrue while a member is on extended leave, special leave, or self-funded leave.

L13.00 – STAFFING AND WORKLOAD

L13.01 Generation of FTE (Full-Time Equivalent) Staff

(excluding all programs in the School of Alternate Education)

- a) For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the Board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or twenty-three (23) in the absence of such regulations.
- b) The number of sections for the guidance program shall be equal to the Board's projected ADE divided by 61. It is understood that these numbers may be rounded up or down to provide for the nearest number of workable sections.
- c) The number of sections for teacher librarians shall be eight (8) at each school, with the exception of Gravenhurst High School, where it shall be four (4). APAs as described in L13.02 b) shall be used to support the Gravenhurst High School library.
- d) There shall be at least one (1) FTE Special Education teacher at each school.

- e) The number of sections in the self-contained Special Education non-credit program shall be based on the number of students who take all or part of their daily program in a non-credit program in accordance with availability of Special Education funding and Ministry regulations.
- f) Effective September 1, 2009 the number of sections for Student Success shall not be less than eight (8) at each school. Effective September 1, 2021 the number of sections for Student Success shall not be less than forty-two (42) board-wide. The fourteen (14) sections previously allocated to Student Success will be used to offset small class sizes or provide programming in schools. The Bargaining Unit shall be provided with the information on where the fourteen (14) sections were reallocated in the system.
- g) A secondary school's ADE in "Dual Credit" courses shall be included in the calculation of the number of teaching positions required in the Board pursuant to this collective agreement and/or any class size regulation.

L13.02 Working Conditions

- a) Each full-time teacher will be assigned core responsibility for six (6) teaching periods. No teacher shall be assigned more than three (3) seventy-five (75) minute periods per semester.
- b) In addition to the six (6) teaching periods per school year, all full-time teachers will be assigned Additional Professional Assignments (APAs) comprised of on-calls/supervision (including computer site administration), student mentorship and/or teacher mentorship to maximize the expertise of teachers in support of student learning. All full-time teachers, except those identified in L13.02 c) and L13.02 d) may be assigned up to the following number of half period on-call/supervisions based on seventy-five (75) minute periods or equivalent:
 - i. effective September 1, 2014, fifty-three (53) APAs with up to a maximum of thirty (30) on-calls.
- c) School of Alternate Education teachers and Co-operative Education teachers may be assigned up to the maxima APAs comprised of student mentoring.
- d) Effective September 1, 2014, Department Heads will be assigned the following APAs comprised of teacher mentoring:
 - i. Level One Heads: ten (10) half periods
 - ii. Level Two Heads: ten (10) half periods
 - iii. Level Three Heads: twenty (20) half periods
 - iv. Level Four Heads: twenty (20) half periods
- e) Effective September 1, 2014, Department Heads may be assigned up to the following maxima APAs comprised of on-calls/supervision and/or student mentoring:
 - i. Level One Heads: forty-three (43) half periods
 - ii. Level Two Heads: forty-three (43) half periods
 - iii. Level Three Heads: thirty-three (33) half periods
 - iv. Level Four Heads: thirty-three (33) half periods
- f) APAs and on-calls shall be equitably distributed among all teachers and pro-rated for part-time teachers.

- g) A part-time teacher shall have his/her teaching assignment duties timetabled consecutively. A part-time teacher shall have his/her APA duties timetabled consecutively with his/her teaching assignment duties.
- h) Unassigned time shall be available for preparation, or marking.
- i) Records of each teacher's workload assignments will be kept and will be reviewed as required by the Joint Staffing Committee.
- j) Except in accordance with L21.00 – Acting Administrative Positions, L8.04 Adult and Alternate Education Centre Head, and L8.05 International Baccalaureate Head, teachers shall not normally be assigned duties performed by management.
- k) Each teacher shall be entitled, during the scheduled work day, to not less than forty (40) consecutive minutes for lunch free from assigned duties. The lunch period for the teacher may be scheduled outside of the lunch period for students, but not more than forty (40) minutes before or forty (40) minutes after.
- l) When making assignments to a member, the Board shall continue to make every reasonable effort to limit the number of different course preparations, multi-grade/multi-level classes, and the number of half-credit assignments.
- m) No teacher shall be assigned duties over a continuous interval exceeding one hundred and ninety (190) minutes (excluding travel time and/or breaks between periods).
- n) Teachers who may be required to perform assigned duties within the five (5) day period before or after the defined school year in L15.00 – School Year shall receive compensating days off equal to the number of days worked, to be scheduled by mutual consent during the course of the school year. Teachers who agree with a request from the Employer to work outside of the school year (other than as specified above) shall also receive compensating days off, as specified above.
- o) Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.
- p) Instructional and related duties assigned to administrators form part of the teacher FTE.
- q) Staff meetings for all teachers in a school site shall be held no more than once per month. Staff meetings shall not extend beyond ninety (90) minutes following the end of the last instructional period.

L13.03 Class Size

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

Effective September 1, 2014, class size maximums (excluding the School of Alternate Education) shall be as follows:

Category	Effective September 1, 2014
Academic	29
Applied	22

Open (include Computer, Communication & Information Technology)	26
Broad-based Technology (except Computer, Communication & Information Technology)	21
Learning Strategies	15
University	31
University/College	31
College	27
Workplace	17
Essential/Locally-developed	16
Baccalaureate	31
Co-operative Education (A FTE teacher in Co-operative Education may be assigned 66 students in total, subject to L13.03 b). Each of these 66 students may be taking 1 credit, 2 credit, 3 credit or a 4 credit program.)	22

- b) Effective September 1, 2009, no teacher's total number of students in the semester shall exceed the sum of the applicable maxima plus three (3) students, and no individual class shall exceed the maxima by more than two (2) students.
- c) The desirable maxima of a multi-level class shall be the lowest class size maxima of the combined levels (except for Co-operative Education).
- d) Class size maximums as outlined above will be implemented by October 15 for first semester and by March 15 for second semester assignments.

NOTE: Central Default for Class Size Caps/Guidelines/PTC or equivalent adjustments:

In the absence of an agreement under ii) noted under Letter of Agreement #3 Re: Central Items That Modify Local Terms, # 2 Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent, reached centrally on April 20, 2020, existing 2014-17 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

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

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

L13.04 The number of FTE teachers at the School of Alternate Education shall be adjusted in accordance with changes in the ADE, Ministry funding, and program need as determined by the Board.

L14.00 – STAFFING COMMITTEES

L14.01 Joint Staffing Committee

- a) A Joint Staffing Committee shall be established and maintained from year to year to review the staffing requirements of the secondary system.
- b) The Joint Staffing Committee shall be comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Bargaining Unit.
- c) The Joint Staffing Committee shall examine prior to April 30, the total complement of secondary system teaching personnel needed for the following school year based on pupil projection numbers, course selection data, L13.00 - Staffing and Workload, Section L19.00 – Transfer, Surplus, Redundancy and Recall, and any other parameters as established by the Joint Staffing Committee.
- d) The Joint Staffing Committee shall liaise, as it deems appropriate, with In-School Staffing Committees, keeping them informed of its deliberations and calculations, and shall meet with representatives of one or all of them, if required, to review each school's share of the system's instructional time.
- e) The Joint Staffing Committee shall perform the following functions:
 - i. review annually the staffing spreadsheet used to generate allocations
 - ii. ensure that all desirable class size maxima have been achieved in accordance with the timelines in L13.03 d).
 - iii. review, monitor and make recommendations regarding working conditions of teachers
 - iv. review and monitor the application of transfer, surplus, redundancy and recall procedures
- f) The Joint Staffing Committee shall be provided with:
 - i. the Human Resources Services Staffing Report for Secondary Teachers
 - ii. teacher timetables and supervision schedules
 - iii. school timetables
 - iv. section allocations by department
 - v. a semester summary of each member's worked on-calls and supervisions

L14.02 In-School Staffing Committee

- a) An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.
- b) An In-School Staffing Committee shall be comprised of the following school personnel:
 - i. the OSSTF Branch President or designate from the Branch Executive
 - ii. a second representative from the Branch Executive

- iii. the Principal
- iv. a Vice-Principal
- c) The In-School Staffing Committee in each school shall identify any discrepancies between actual class sizes and the provisions of L13.03. The In-School Staffing Committee shall submit a report to the Joint Staffing Committee on September 30, October 30, February 28, and March 30.
- d) The Committee will review the allocation of the instructional and non-instructional time to each member.
- e) The Committee shall keep the school staff informed of its activities.

L14.03 General

- a) Branch Affiliate participation in the Staffing Committees shall not limit or negate any rights under this Collective Agreement.
- b) Any second semester adjustment to the system complement and/or individual school complement will be discussed fully with the Joint Staffing Committee and shall be accomplished through postings, attrition or leaves.

L14.04 Data

In order to facilitate the administration of the collective agreement and to allow the Staffing Committees to perform their role effectively, as defined, the following data shall be provided to the members of the In-School Staffing Committees by the Director or designate, with a copy to the Bargaining Unit President or designate:

- i. By September 15th, current semester one timetables for all permanent secondary school teachers and all teachers in full semester one long term occasional positions.
- ii. By February 15th, current semester two timetables for all permanent secondary school teachers and all teachers in full semester two long term occasional positions.
- iii. By September 20th for first semester classes, current class size data.
- iv. By February 20th for second semester classes, current class size data.
- v. Draft timetables for all permanent secondary school teachers for the following school year no later than June 30th.

The In-School Staffing Committee is to meet by October 1st to review the class size data for semester 1 to ensure class size compliance where applicable. Any class size issues identified are to be resolved by school administration by October 15th. Once resolved, class size data will be shared by October 15th by school administration with the In-School Staffing Committee.

The In-School Staffing Committee is to meet by March 1st to review the class size data for semester 2 to ensure class size compliance where applicable. Any class size issues identified are to be resolved by school administration by March 15th. Once resolved, class size data will be shared by March 15th by school administration with the In-School Staffing Committee.

L15.00 – SCHOOL YEAR

L15.01 The school year shall be the minimum required under the *Education Act* and Regulations.

L15.02 Where the school year begins prior to September 1st the first day of the school year shall be deemed to be September 1st for the purposes of administrating this collective agreement.

L16.00 – MEDICAL PROCEDURES

L16.01 No member 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 member to risk of injury or liability for negligence. Such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting assistance.

L17.00 – CONTINUING EDUCATION

L17.01 "Continuing Education Teacher" means a teacher employed to teach a continuing education course or class established in accordance with the regulations for which membership in the Ontario College of Teachers is required by the regulations.

L17.02 This Article shall apply to continuing education programs in night school and summer school, correspondence courses, distance education and home study credits. Night school refers to credit course programs held outside the regular school day. Summer school refers to credit course programs held outside the regular school year.

L17.03 This Article and the following provisions of the Collective Agreement shall be the only provisions which apply to Continuing Education Teachers:

- L1.00 – Purpose
- L2.00 – Recognition
- L3.00 – Duration and Renewal
- L4.00 – Federation Fees
- L5.01 Management Rights
- L6.00 – Grievance Procedure
- L16.00 – Medical Procedures

L17.04 Rates of pay for Continuing Education Teachers are effective as follows:

	Effective Sept. 1/19	Effective Sept. 1/20	Effective Sept. 1/21
Summer School (per hour)	\$43.98	\$44.42	\$44.86
Night School - start (per hour)	\$43.98	\$44.42	\$44.86
with 4 credits taught (per hour)	\$48.12	\$48.60	\$49.09
Distance Education (per hour)	\$43.98	\$44.42	\$44.86
Correspondence (per lesson marked):			
basic	\$10.36	\$10.46	\$10.56
intermediate	14.56	14.71	14.86
senior	16.06	16.22	16.38
Counsellors (per hour)	\$43.98	\$44.42	\$44.86
Teachers of Home Study (per hour)	\$43.98	\$44.42	\$44.86

L18.00 – SENIORITY

L18.01 Seniority List

- a) A separate seniority list shall be established for Bargaining Unit members who are teachers, distinct from any seniority lists which may be established for occasional teachers, night school teachers, and summer schoolteachers.
- b) The seniority system will take effect the date of ratification of this Collective Agreement or such earlier date as the Parties may agree.
- c) The lists shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
- d) The seniority list shall be provided to the President of the Bargaining Unit no later than October 31 of each school year, and posted in each secondary school location by no later than November 7. The Parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit members.
- e) Each member is responsible for bringing alleged errors in the calculation of the member's seniority to the attention of the Superintendent of Human Resources Services, in writing, with a copy to the Bargaining Unit President. This must be done by not later than December 7 of each year, or the member's placement on the list shall be deemed correct. The alleged error must be specified in detail, with confirming documentation as necessary.
- f) The final Seniority List shall be provided to the President of the Bargaining Unit no later than the first working day of January of each school year, and posted in each secondary school location within five (5) school days thereafter. The Parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit members.
- g) For the purposes of the seniority provisions set out in this Article, "predecessor Board" refers to one of the predecessor Boards of Trillium Lakelands District School Board, namely the Victoria County Board of Education, the Haliburton Board of Education, or the Muskoka Board of Education, where the teacher was employed on December 31, 1997.
- h) Effective November 1, 2020 the seniority list shall report the following:
 - Rank order – the member with the most seniority shall be ranked #1
 - Seniority Date (first day worked)
 - Hire Date to Permanent Position
 - Member Name
 - Member Worksite – in the case of the School of Alternate Education (SAE), in accordance with Article 19, members shall declare their region as follows:
 - Region SAE -A – City of Kawartha Lakes
 - Region SAE - B – Muskoka
 - Region SAE - C - A family of schools in Haliburton, Fenelon Falls and Bracebridge
 - Member permanent FTE on October 31 of the school year.

- i) The Employer shall provide the Federation with tie breaker information where it is required to establish an initial rank order for members with the same seniority date.

L18.02 Teachers Employed as Bargaining Unit Members as of April 16, 1998

- a) Seniority shall be the length of continuous service with Trillium Lakelands District School Board and the predecessor School Board from the first day worked as a secondary or elementary teacher, including continuous service in Long-Term Occasional teaching positions which immediately preceded a regular teaching job with no break in service. Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service. Part-time teachers accrue seniority on a full-time basis.
- b) Should a tie in rank ordering occur based on the first day of work with Trillium Lakelands District School Board or the predecessor Board as set out in 18.02 a), the following criteria shall be used in sequential order to break the tie:

total service as a secondary teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher in the secondary panel;

THEN

total service as a teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher;

THEN

total teaching experience in Ontario, including LTO experience;

THEN

total teaching experience, including LTO experience;

THEN

by lot, to be conducted jointly by the approved representatives of the Parties. If required, lots will be drawn once all other data has been verified and prior to the final posting of the new Seniority List.

- c) For the purposes of the seniority provisions set out in L18.02 to 18.02 b), "first day worked", for members of the Bargaining Unit as of April 16, 1998 who worked the first scheduled working day of the school year, shall be deemed to be September 1 in each of the predecessor Boards.

L18.03 Teachers Who Become Bargaining Unit Members After April 16, 1998

- a) For teachers hired on or after April 16, 1998, seniority shall be the length of continuous service with Trillium Lakelands District School Board from the first day worked as a Bargaining Unit member after being hired, including continuous service in Long-Term Occasional teaching positions which immediately preceded a regular teaching job with no break in service. Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service. Part-time teachers shall accrue seniority on a full-time basis.
- b) Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used in sequential order to break the tie:

total service as a secondary teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher in the secondary panel;

THEN

total service as a teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher;

THEN

total teaching experience in Ontario, including LTO experience;

THEN

total teaching experience including LTO experience;

THEN

by lot, to be conducted jointly by the approved representatives of the parties. If necessary, lots will be drawn each year once all other data has been verified and before the final posting of the seniority list.

L18.04 Teachers Who Become Bargaining Unit Members on or after November 1, 2020

- a) For teachers hired on or after November 1, 2020, seniority shall be the length of continuous service with Trillium Lakelands District School Board from the first day worked as a Bargaining Unit member after being hired into a permanent position, including continuous service in Long-Term Occasional teaching positions in the secondary panel with Trillium Lakelands District School Board which immediately preceded the permanent teaching job with no break in service. Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service. Part-time teachers shall accrue seniority on a full-time basis.

- b) When newly hired permanent teachers are added to the seniority list, they are added under other teachers having the same seniority date who were already on the seniority list. In the event that the new permanent teachers being added to the seniority list have the same seniority date, the following criteria will be used in sequential order to break the tie:

total service as a secondary teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher in the secondary panel;

THEN

total service as a teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher;

THEN

total teaching experience in Ontario, including LTO experience;

THEN

total teaching experience including LTO experience;

THEN

by lot, to be conducted jointly by the approved representatives of the parties. If necessary, lots will be drawn each year once all other data has been verified and before the final posting of the seniority list.

L19.00 – TRANSFER, SURPLUS, REDUNDANCY AND RECALL

L19.01 Definitions

- a. A "staff complement vacancy" is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit member has been assigned.
- b. A "voluntary transfer", in accordance with L19.03 shall mean any staff change arrangement, initiated by the member, that fills a staff complement vacancy.
- c. An "administrative transfer", in accordance with L19.02, shall mean a transfer initiated by the Employer.
- d. A "surplus teacher" is a Bargaining Unit member who has been identified by seniority as being surplus to the staffing requirements of a particular school for the ensuing school year, in accordance with L13.00 – Staff and Workload.
- e. A "redundant teacher" is a Bargaining Unit member who has been identified by seniority as being in excess of the staffing requirements of the Board for the ensuing school year, in accordance with L13.00 – Staff and Workload.
- f. A "recall list" is a list of Bargaining Unit members, by seniority, who have been declared redundant as set out in L19.05 Declaration of Redundancy, or a member who refuses placement as outlined in L19.07 Assignment of Surplus Members.
- g. "Region" shall be defined as the secondary schools and worksites in:
 - i. the City of Kawartha Lakes; or
 - ii. Muskoka; or
 - iii. for those members assigned to schools or worksites in Haliburton, a family of schools and worksites in Haliburton, Fenelon Falls and Bracebridge.

The School of Alternate Education includes all programs that may run under the auspices of the Adult and Alternate Education Centres, the Virtual Learning Centre, and ECPP (Education & Community Partnership Program). This School may consist of multiple worksites in each Region.

- h. "Qualifications" shall mean the qualifications on a teacher's certificate of qualifications, and mutual consent provisions according to the Regulations.
- i. The Joint Staffing Committee shall be provided with all relevant information in order to ensure that the procedures related to surplus, transfer, redundancy and recall are followed.

L19.02 Administrative Transfer

- a) No administrative transfer of a member shall be to a school or worksite more than eighty (80) kilometres from the teacher's original school or worksite. In this regard, it is understood and agreed that administrative transfers between secondary schools and worksites in Haliburton and Fenelon Falls or Haliburton and Bracebridge are within this distance.

- b) It is also agreed that no administrative transfer may occur within the last two (2) years prior to a member's eligibility for an unreduced pension (85 Factor).

L19.03 Voluntary Transfer

- a) Bargaining Unit members who wish to be considered for voluntary transfer to another secondary school shall inform the designated Superintendent, in writing with a copy to the Bargaining Unit President, by no later than the Monday following the March Break of the school year immediately prior to the school year for which the voluntary transfer is to be effective.
- b) Requests for voluntary transfers which can be accommodated shall be used first to fill staff complement vacancies. In order to facilitate voluntary transfers, a member who is transferred to replace a member on leave for only one (1) year will remain the responsibility of the originating school, unless otherwise agreed.

L19.04 Data

At a meeting of the Joint Staffing Committee a minimum of two weeks prior to the notification of surplus to school and the declaration of redundancy, the following information shall be shared:

- a) The projected ADE (average daily enrolment) for each secondary school and the Virtual Learning Centre.
- b) The FTE leaves granted in accordance with Article L12.08 and L12.09.
- c) A draft secondary system staffing allocation sheet.
- d) An up-to-date seniority list.

L19.05 Declaration of Redundancy

- a) Redundancy occurs when the full-time equivalent number of teachers in the secondary panel exceeds the full-time equivalent number of teaching positions for the next school year.
- b) Reductions in staff due to redundancy shall start at the bottom of the Seniority List with the least senior Bargaining Unit member and proceed up the ranked list. In the event that such declaration of redundancy results in the elimination of a program for which no available teacher is or will be qualified by September 1 of the next school year or for which no available teacher has evidence of successful teaching, the member next in order shall be declared redundant. In the event that a less senior member is to be retained due to qualifications and experience, the situation shall be discussed fully at the Joint Staffing Committee prior to a full explanation being provided to the member being declared redundant and prior to the declaration of redundancy.
- c) When redundancy exists, the Employer shall notify, in writing by no later than April 30 the member(s) whose employment may be terminated because of redundancy.
- d) Redundant teachers shall be placed on the recall list.

L19.06 Surplus to School Declaration

- a) Prior to the declaration of school surplus, the principal shall determine which members are to be declared surplus on the basis of seniority. The principal shall examine the qualifications of school staff and evidence of successful teaching in other subject areas so as to retain the more senior members by re-assignment whenever possible. Consideration shall also be given to

assignment to a subject area by mutual consent in accordance with Regulation 298. Where it is deemed that the curriculum needs of the school require the retention of a member with less seniority than a member declared surplus, the principal shall provide an explanation to the member to be declared surplus and the Bargaining Unit President prior to the declaration of surplus. The principal may involve another administrator at the meeting where the explanation is provided.

- b) Each principal shall, by May 1, submit to the Employer a list of Bargaining Unit members considered surplus to the school. The President of the Bargaining Unit will be provided with a copy of the lists.
- c) The Superintendent of Human Resources Services or designate shall, in consultation with the principals, identify and notify in writing by May 1 each Bargaining Unit member in each school who is expected to be surplus to the staffing requirements of each school for September of the following year.
- d) Teachers identified in L19.06 c) shall be provided with the following information:
 - i. a list identifying all worksites where staff complement vacancies or available leaves may exist;
 - ii. a Location Preference Form to complete and return to the Superintendent of Human Resources Services or designate by no later than five (5) working days following notification under L19.06 c).

L19.07 Assignment of Surplus Members

- a) A member declared surplus to school shall be assigned according to seniority to teach in a subject or combination of subjects for which the member is qualified or has evidence of successful teaching, as set out in L19.07 c) no later than May 31. Consideration shall be given to a member who is willing and able to qualify by September 1 or such later date as is agreed to teach in another subject area in which a vacancy exists.
- b) A member may elect to refuse a re-assignment, in which case the member shall be declared redundant and placed on the recall list.
- c) A member declared surplus to school will be offered the following options based on seniority:
 - i) a staff complement vacancy or a vacancy arising from a declaration of redundancy, in accordance with L19.07 a) and the member's Location Preference Form completed according to L19.06 d);or
 - ii) an assignment in the member's current school, if available, that has been vacated due to either a full semester leave(s) or a full school year leave (not including statutory leaves) granted by the Board for the following school year, provided that the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment;

or

iii) if there are no leaves available at the member's current school, as set out in L19.07 c) ii), then the member declared surplus to school shall be offered, by seniority, an assignment within their region that has been vacated due to either a full semester leave(s) or a full school year leave (not including statutory leaves) granted by the Board for the following school year, provided that the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment.

or

iv) a member declared surplus to school who has three (3) or more years of seniority shall be offered an assignment in the member's current school, if available, that has been vacated due to either a full semester statutory leave(s) or a full school year statutory leave, provided that the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment. In the event the member on statutory leave returns early, then the member who had been declared surplus:

- A) shall remain at the school, but shall be assigned on a daily basis to up to four (4) full period on-calls for absent teachers and/or assigned to other duties as required;
- B) in the event a subsequent Board-approved vacancy becomes available at the school, and for which the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment, the surplus member may be assigned to such vacancy.

- d. Members who were on part-time assignment shall not be offered greater than their entitlement at the time they were declared surplus, however, it is understood that they are entitled to the equivalent portion of any assignment that becomes available to them under 19.07 c).
- e. Where any member is transferred to any other secondary school for reasons related to the surplus to school procedures in clause L19.07, such member shall have the right to return to any staff complement vacancy in the originating school for which the member is qualified or has evidence of successful teaching. Where there is more than one (1) member with the right to return and who qualifies for a staff complement vacancy in a particular school, members shall be offered the position in seniority order. The right to return described herein shall be exercised prior to commencement of duties in the new assignment or, subject to L19.00 – Transfer, Surplus, Redundancy and Recall, at one of the following times:
 - i. at the end of the first semester in the new assignment;
 - ii. at the beginning of the subsequent school year;
 - iii. as mutually agreed by the parties but no later than the beginning of the subsequent school year.

This process shall take place prior to placing individuals on the recall list and prior to any posting(s).

- f. Where any member is transferred to any other secondary school more than eighty (80) kilometres from the member's originating school for reasons related to the surplus to school procedures in L19.07, such member shall have the right to return to any staff complement

vacancy in a school within eighty (80) kilometres of the member's originating school for which the member is qualified or has evidence of successful teaching, as long as there is no member exercising their right to return under L19.07 e).

Where there is more than one (1) member with the right to return, and who qualifies for a staff complement vacancy in a school within eighty (80) kilometres of the member's original school, members shall be offered the position in seniority order. The right to return described herein shall be exercised prior to commencement of duties in the new assignment or, subject to L19.00 00 – Transfer, Surplus, Redundancy and Recall, at one of the following times:

- i. at the end of the first semester in the new assignment;
- ii. at the beginning of the subsequent school year;
- iii. as mutually agreed by the parties but no later than the beginning of the subsequent school year.

L19.08 Recall

- a) The Employer shall establish and maintain a recall list in accordance with L19.01 f).
- b) Bargaining Unit members on the recall list as per L19.01 f) shall be recalled to staff complement vacancies based on seniority, subject to qualifications or evidence of successful teaching. Members who were in a part-time assignment shall not be offered greater than their entitlement at the time they were declared redundant.
- c) Bargaining Unit members who are eligible for recall shall file with the Employer their most recent address and telephone number, and email address if available, with a copy to the Bargaining Unit President. Members shall be responsible for advising the Employer and the Bargaining Unit President if they will be unavailable for recall for a specified period of time (not to exceed three (3) months).
- d) When a position becomes available, the Employer shall endeavour to contact the member being recalled by telephone, and email address. Inability to reach the member within four (4) work days, or a refusal to accept the position within that time-frame, shall enable the Employer to contact the next person on the list.
- e) A Bargaining Unit member on the recall list shall retain such status for a maximum period of three (3) years, subject to L19.08 f).
- f) A member of the Bargaining Unit who refuses recall to a position, for which the member is qualified or for which the member has expressed a preference (see L19.06 d)), on more than two (2) occasions, shall be removed from the recall list and will not be offered any further employment opportunities provided that:
 - i. refusal to accept a recall to a school beyond the provisions of L19.02 a) shall not be considered a "refusal" within the meaning of this clause;
 - ii. other refusals to recall may also be exempted from this clause, provided that reasons for such refusal are acceptable to the Director or designate; and
 - iii. unavailability for recall in accordance with L19.08 c) shall not be considered a "refusal" within the meaning of this clause.

- g) Available staff complement vacancies shall be offered to qualified members on the recall list prior to any posting.
- h) A Bargaining Unit member on the recall list who previously had a full-time assignment and accepts a recall into a part-time assignment shall retain the right of recall to a full-time assignment, subject to L19.08 e) and L19.08 f).
- i) A Bargaining Unit member who is recalled shall retain their seniority as if there had been no interruption of service.
- j) A Bargaining Unit member on the recall list, while awaiting recall, will be offered, by seniority, an assignment within their region that has been vacated due to either a full semester leave(s) or a full school year leave (not including statutory leaves) granted by the Board for the following school year provided that the member is either qualified for, or has evidence of successful teaching experience, in the subject area(s) of the assignment. This process will take place after the Assignment of Surplus Members process.
- k) All Bargaining Unit members on the recall list will be added to the "Active" Occasional Teacher (OT) roster notwithstanding any cap identified in L23.04.

L19.09 Assignment, Redundancy and Surplus for Members of the School of Alternate Education

- a) Members in the School of Alternate Education may be reassigned to other worksites within each Region.
- b) Members may be reassigned to another Region by mutual agreement in the same manner as outlined in 19.03 a).
- c) Declaration of redundancy shall be in accordance with L19.05.
- d) Surplus to school declaration shall be in accordance with L19.06, and shall be made by Region for the School of Alternate Education.
- e) Assignment of surplus members shall be in accordance with L19.07.
- f) Recall shall be in accordance with L19.08.

L20.00 – PROFESSIONAL DEVELOPMENT PLAN

L20.01 The Employer will provide \$30,000 for each school year for permanent teachers and for occasional teachers in long term assignments of four (4) months or longer, to be used for supporting members' attendance at conferences, in updating courses and similar activities of a professional development nature. The fund will be administered by the Branch Professional Development Plan Committees. The President of the Bargaining Unit will provide the Director, on an annual basis, not later than September 15th, with a detailed report on the disposition of these funds for the previous school year.

One half of the teacher absence from duties in relation to Professional Development Activities supported by L20.00 – Professional Development Plan of the Agreement shall be attributed to the Professional Development Plan at the daily rate under the Collective Agreement between the Board and the Secondary Occasional Teachers of Trillium Lakelands District 15.

L21.00 – ACTING ADMINISTRATIVE POSITIONS

L21.01 The Parties agree that a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal who is absent for an entire day and not more than twenty (20) consecutive work days or forty (40) work days in a school year. The Teacher-in-Charge shall be paid the following salary:

1/194 of Year 0 of the Principals'/Vice-Principals' Salary Schedule times the number of days in the position. This salary shall be in lieu of the member's regular salary unless the regular salary of the member is greater.

- a) The member will continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of Union/ Bargaining Unit dues.
- b) Nothing in this Article prevents the member from resuming the member's regular Bargaining Unit duties subject to forty-eight (48) hours written notice to the appropriate supervisor.
- c) Where possible, a member shall receive forty-eight (48) hours' notice of the request that the member substitute as a Teacher-in-Charge for an absent Principal/Vice-Principal.
- d) A member shall have the right to refuse the request to substitute for an absent Principal/Vice-Principal.
- e) An Occasional Teacher shall be hired to replace a member of the Bargaining Unit who is acting as a Teacher-in-Charge.

L21.02 When a Principal or Vice-Principal will be absent from the school for a period of more than twenty (20) consecutive work days, the Board may appoint a Bargaining Unit member as an Acting Principal or Vice-Principal to fulfil the duties of the absent administrator.

- a) The Bargaining Unit member shall be paid the following salary:

1/194 of Year 0 of the Principals'/Vice-Principals' Salary Schedule times the number of days in the position during a school year. This salary shall be in lieu of the member's regular salary unless the regular salary of the member is greater.
- b) The Bargaining Unit member shall be entitled to return to the member's former position in the Bargaining Unit if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the member's term(s) as Acting Principal or Vice-Principal does not exceed one hundred ninety-four (194) work days within two (2) consecutive school years.
- c) The member acting as Principal/Vice-Principal will continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of federation fees.
- d) An Occasional Teacher shall be hired to replace a member of the Bargaining Unit who is appointed as an Acting Principal/Vice-Principal.
- e) Nothing in this Article prevents the member from resuming the member's regular Bargaining Unit duties subject to seven (7) days' written notice to the appropriate supervisor.

L21.03 Bargaining Unit members serving as a Teacher-in-Charge or as an Acting Principal/Vice-Principal shall not discipline or evaluate other Bargaining Unit members.

L21.04 In the case of part-time Acting Administrative Positions under this Article, the rates specified will be pro-rated, as appropriate.

L22.00 – HEALTH & SAFETY

The parties hereto recognize their responsibilities under the *Occupational Health & Safety Act*.

L23.00 – OCCASIONAL TEACHERS

L23.01 Definitions

- a) "Short Term Occasional Teacher" shall mean an Occasional Teacher whose employment is for a casual period that is on a day-to-day basis until no longer required or until "Long Term Occasional Teacher" status is attained.
- b) "Long Term Occasional Teacher" shall mean an Occasional Teacher qualified under the *Education Act* and Regulations to teach as a substitute for a permanent, probationary or temporary Teacher:
 - i. who has died during the school year, in which case the substitute employment shall not extend past the end of the school year in which the death has occurred, or
 - ii. who is absent from duties for a temporary period, in which case the substitute employment shall not extend past the end of the second school year after the absence begins.
- c) "Federation" means the Ontario Secondary School Teachers' Federation. "Union", "OSSTF" and "Bargaining Agent" shall have an identical meaning.
- d) "Board" means the Trillium Lakelands District School Board (TLDSB), as well as its predecessor Boards, namely The Muskoka Board of Education, The Haliburton County Board of Education, and The Victoria County Board of Education. "Employer" shall have an identical meaning.
- e) "Parties" means the OSSTF and the TLDSB.
- f) "Lockout" and "Strike" means lockout and strike as defined by the *Labour Relations Act*, as amended from time-to-time.
- g) "*Labour Relations Act*" means the *Ontario Labour Relations Act*.

L23.02 Application of L23.00 – Occasional Teachers

- a) This Article shall apply to Short Term Occasional Teachers and Long Term Occasional Teachers, as defined above.
- b) This Article and the following provisions of the collective agreement shall be the only provisions which apply to Occasional Teachers:
 - L1.00 – Purpose
 - L2.00 – Recognition
 - L3.00– Duration and Renewal
 - L4.00 – Federation Fees

- L5.07 – Use of Board Premises
- L5.09 – Employee Files
- L5.15 – Joint Labour Management Committee
- L5.16 – Performance Appraisals
- L6.00 – Grievance Procedure
- L7.07 – E.I. Insurable Hours
- L12.10 a) iv. – Federation Release Time
- L15.00 – School Year
- L16.00 – Medical Procedures
- L20.00 – Professional Development Plan
- Letter of Understanding re: Criminal Record Checks

L23.03 Rights and Responsibilities

a) Just Cause

No employee who has successfully completed the probationary period shall be dismissed, demoted or disciplined without just cause. A probationary employee may be dismissed at the sole discretion of the Board, subject to the principles of procedural fairness.

b) Non-Discrimination

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the activities of the Ontario Secondary School Teachers' Federation or any Committee, Branch or District thereof.

c) Copies of the Collective Agreement

The Employer shall post a copy of the Collective Agreement on the Board's intranet site within sixty (60) days of the execution of a new Collective Agreement. The Employer shall provide new members with the name of the Bargaining Unit President and the address and telephone number of the District Office when they are hired.

d) Probationary Period

Each newly-hired employee in the Bargaining Unit shall serve a probationary period of twenty (20) worked school days.

e) Correspondence

A copy of any correspondence relating to this Collective Agreement from authorized representatives of the Bargaining Unit to any authorized representatives of the Employer shall be provided to the Director or designate by email.

f) Statistics

The Employer agrees to provide the authorized representatives of the Bargaining Unit with such statistical data as is necessary for the purpose of collective bargaining and the maintenance and administration of this Collective Agreement. Upon request of the Bargaining Unit, the information shall be provided within three (3) weeks of the request being made.

g) Board Policies and Administrative Procedures

The Employer agrees to consult with the President of the Bargaining Unit prior to making any changes, additions or deletions to Board Policies which have a direct impact upon Bargaining Unit members. The Employer further agrees to consult with the President of the Bargaining Unit on the development of or revisions to Administrative Procedures which have a direct impact upon Bargaining Unit members in relation to the following: harassment, teacher evaluation, discipline, demotion or dismissal of teachers, employee assistance programs, student records management, special education, instructional time guidelines, safe schools, emergency preparedness, and reporting procedures related to child protection legislation. These provisions shall not apply if an authorized representative of Trillium Lakelands OSSTF participates in the development of a Board Policy or Administrative Procedure.

All Board policies and administrative procedures are available to the system on the Board's intranet. Any changes, additions or deletions to Board Policies and/or Administrative Procedures shall be sent to the President of the Bargaining Unit by e-mail attachment.

L23.04 Occasional Teacher Roster

- a) The Occasional Teacher Roster is maintained by the Board, and is a list of all qualified Teachers who have been hired by the Board to teach as Occasional Teachers in the Secondary Panel. The Occasional Teacher Roster includes Occasional Teachers on the "Active" list and the "Excess" list. The Occasional Teacher Roster, and associated Regional Lists, shall be in chronological order by date based on the Occasional Teacher's most recent date of hire to the Occasional Teacher Roster. The Occasional Teacher Roster shall be subdivided into three regional lists:
- a. City of Kawartha Lakes
 - b. Haliburton
 - c. Muskoka

The size of each regional list shall be determined by the Employer in accordance with L23.04 (f). It is understood that an occasional teacher may be on more than one regional list but will only count as one teacher toward the applicable minimum of sixty (60) and maximum of eighty (80) identified in L23.04 (f).

- b) To be eligible for inclusion on the Occasional Teacher Roster, an applicant must be a member in good standing with the Ontario College of Teachers and have the qualifications to teach at the Secondary Level. Any member on an Occasional Teacher List of a predecessor Board without such standing or qualifications shall not be subject to this provision.
- c) Before being placed on the Occasional Teacher Roster, and after a selection and interview process, an applicant shall submit proof of current membership/Certificate of Qualifications from the Ontario College of Teachers, and other required documentation.
- d) The Employer shall provide the Bargaining Unit with the name(s), OCT number, qualifications, regional list(s) placement, and contact information for individuals added to the OT Roster within two (2) weeks of being processed.
- e) When being added to the Occasional Teacher Roster, and annually thereafter, Occasional Teachers shall complete a form indicating the regional list(s) on which they wish to be placed,

their daily availability, subject to any long term occasional or permanent assignments, and their interest in long term occasional teaching and permanent teaching assignments within the Board.

- f) There shall be a minimum of sixty (60) short term Occasional Teachers available on a daily basis who are available to teach for the full day, and a maximum of eighty (80) short term Occasional Teachers who are available to teach for the full day on the “Active” Roster.

The following Occasional Teachers will not be counted in the minimum of sixty (60) or the maximum of eighty (80), but are considered to be on the “Active” Roster:

- i. Occasional Teachers who are part-time permanent teachers, during the semester(s) in which they have a permanent teaching assignment;
- ii. Occasional Teachers in a semester in which they have an LTO assignment;
- iii. Retired teachers on the Occasional Teacher roster;
- iv. Occasional Teachers who are on leave.

Occasional Teachers identified in i, ii and iii above are considered to be on the “Active” Roster and may accept work.

- g) Additional hiring to the Occasional Teacher Roster may occur if the number of “Active” members falls below the minimum of sixty (60) described in L23.04 (f).
- h) Availability on a daily basis shall mean that on any given day at least sixty (60) short term occasional teachers on the “Active” Roster have availability to teach for the full day. This does not include the teachers listed in (f) who are not counted in the minimum or the maximum but are considered to be part of the “Active” Roster.
- i) Occasional Teachers on the “Active” Roster must teach thirty (30) assignments in each school year in order to remain on the “Active” Roster. This clause shall not apply if a member has received fewer than fifty (50) calls for assignments. This does not include the teachers listed in (f) who are not counted in the minimum or the maximum but are considered to be part of the “Active” Roster.
- j) An up-dated Occasional Teacher Roster shall be sent to the President of the Bargaining Unit by October 1st and February 15th of each year.
- k) The Roster shall provide the following information for each Occasional Teacher: name, most recent date of hire to the roster, OCT number, region, and subjects the Occasional Teacher is qualified to teach.
- l) The President of the Bargaining Unit will receive by October 1st and March 1st of each year a list of Occasional Teachers in long term occasional (LTO) assignments.
- m) A teacher retiring from the secondary panel with Trillium Lakelands District School Board may have their name added to the secondary Occasional Teacher Roster. The retiring teacher must submit a formal request by Board email to the Superintendent of Human Resources Services prior to their retirement date.
- n) Long Term Occasional Teachers who have part time permanent status may be added to the “Active” Occasional Teacher Roster if they wish.

- o) Effective September 1, 2021, long term occasional teachers hired externally may only be added to the Occasional Teacher Roster in accordance with L23.04 (f) and (g).
- p) A member on the Occasional Teacher Roster may be granted a leave of absence to accept a Long Term Occasional assignment with another Board/panel. The request for leave shall be submitted by email to the Director of Education or designate and copied to the Bargaining Unit President. It is understood and agreed that Occasional Teachers on the "Active" Roster returning from leave may result in the list's cap being exceeded until such time as the list is reviewed.
- q) A retired teacher on the Occasional Teacher roster may request to be moved to the "Excess" List by sending an email to the Superintendent of Human Resources Services. If the retired teacher on the Occasional Teacher roster would like to be moved back to the "Active" Occasional Teacher roster they must send an email to the Superintendent of Human Resources Services to request such a move. These requests will be addressed during the next Occasional Teacher Roster Maintenance meetings.
- r) Members who wish to have their names maintained on the roster for the following school year shall so confirm by completing the Agreement to Teach form, no later than June 30th. Occasional Teachers who have not taught the minimum number of assignments specified in L23.04 (i) may be removed from the Roster.
- s) No Teacher's name shall be removed from the Roster because of unavailability due to pregnancy and/or parental leaves, leaves of absence granted in accordance with L23.04 (p) or other mutually agreed leaves.

L23.05 Occasional Teacher Roster Maintenance

- a) The Employer and the Bargaining Unit shall meet a minimum of three (3) times per year, (October, February, and June), as part of the Labour Management Meeting, to review the Roster and the associated Regional Lists. Upon review, should Occasional Teachers returning from leave or Occasional teachers not successful in securing an LTO assignment, result in the "Active" Occasional Teacher Roster exceeding the maximum number in 23.04 (f), any teacher after the eightieth (80th) teacher on the list shall be moved to the "Excess" List. "Excess" List members shall have access to same day assignments or assignments that were not filled by 6 p.m. the night before the assignment.
- b) Members who have been on a leave of absence to another school Board or another panel for more than one full school year shall be notified that they will be removed from the roster. To remain on the roster, those members must inform the Employer in writing of their intent to return to the Occasional Teacher roster within ten (10) days.
- c) Members who refuse more than three (3) assignments in a twenty (20) school day period for reasons other than illness shall be moved to the "Excess" List upon notification to the member and the Bargaining Unit. This provision shall not apply to members who are not counted toward the maximum outlined in L23.04 (f).

Members declared "Excess" may be returned to the Occasional Teacher "Active" list upon request, subject to L23.04 (f), by updating their availability. This shall only occur during the roster review process.

- d) Members may increase or reduce their daily availability with notice to the Employer. Updating availability shall not result in a member being declared "Excess", however the availability may trigger additional members being added to the "Active" list subject to the maximum outlined in L23.04 (f).

L23.06 Posting Procedures for Long Term Occasional Assignments

- a) Long Term Occasional Positions of which the Board has a minimum of one month's prior notice shall be posted on the Board's intranet. A copy of the posting shall be forwarded to the President of the Bargaining Unit.
- b) Long Term Occasional positions may be simultaneously posted, both internally and externally, provided that qualified candidates from the Occasional Teacher Roster shall be interviewed prior to any external candidates.
- c) Where there is a posting, it shall be for a minimum of five (5) calendar days.
- d) In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event there are five (5) or fewer qualified internal applicants, all applicants shall receive an interview for the position.

Members being interviewed shall be informed of the time and place of the interview a minimum of twenty-four (24) hours prior to the interview.

- e) Unsuccessful qualified internal candidates for positions shall be granted an oral debriefing upon request. The teacher requesting the debriefing must submit their request to the appropriate Administrator by Board email. The Administrator and the applicant will find a mutually agreeable time and manner (phone, video, or face-to-face) for the debrief.

L23.07 Salary and Method of Pay

a) Salary Grid

It is understood that the payment of salary under this Article includes payment for vacation pay and any paid statutory holidays, if applicable.

- i. Short Term Occasional assignments shall be paid a daily rate in accordance with L23.09.
- ii. Long Term Occasional assignments shall be paid in accordance with L23.10.

b) Method of Pay

Pay dates shall be every second Friday, commencing the second Friday of the school year. Where a payday falls on a statutory holiday, the last regular banking day prior to the holiday will become the payday. The pay will reflect all occasional hours worked up to and including the Friday one week prior to the payday.

Where a Bargaining Unit member in a Long Term Occasional assignment is simultaneously employed in a Bargaining Unit of permanent teachers, it is understood that the payroll arrangements for such Bargaining Unit member shall be the same as for the permanent teachers.

- c) The Board will deposit each employee's net pay into an account in a financial institution with capabilities for electronic funds transfer. It is understood that the direct deposit system applies to all members of the Bargaining Unit.

L23.08 Professional Activity Day(s)

Where a P.A. Day falls within the assignment of a Long Term Occasional Teacher, the Teacher will be paid for the day based on attendance and participation in the P.A. Day activities. In the case of a Short Term Occasional Teacher, the P.A. Day will be considered an unpaid non-teaching day, but will not constitute a break in continuous teaching days for the purpose of qualifying as a Long Term Occasional Teacher.

L23.09 Short Term Occasional Assignments

- a) All Short Term Occasional assignments shall be filled according to the following procedure, in order:
 - i. calling those Occasional Teachers on the "Active" Occasional Teacher Roster in sequential order who have declared themselves eligible to teach in that region;
 - ii. calling Occasional Teachers on the "Excess" Roster who have declared themselves eligible to teach in that region;
 - iii. hiring another available qualified Teacher;
 - iv. where a qualified teacher is not available, a person not holding teacher qualifications may be employed as a Short Term Occasional Teacher.

Where an Administrator has information that indicates a teacher will be away for three (3) or more days, the Administrator may choose a qualified Occasional Teacher from the Occasional Teacher "Active" Roster to fill the position. In the event that no qualified teacher can be assigned the next available member on the "Active" Roster will be contacted.

- b) At the request of the President of the Bargaining Unit, an Employer representative(s) shall meet to discuss the circumstances which led to the hiring of an unqualified person.
- c) Daily Rate

The following daily rates shall be paid for assignments of more than two (2) periods. Assignments for two (2) periods (plus lunch supervision, if required) shall be paid at 0.538 of the daily rate. Assignments of one (1) period (plus supervision, if required), shall be paid at 0.269 of the daily rate.

Effective Date	Short Term Occasional Teacher Qualified Rate	Short Term Occasional Teacher Unqualified Rate
September 1, 2019	\$224.03	\$197.09
September 1, 2020	\$226.27	\$199.06
September 1, 2021	\$228.53	\$201.05

- d) Call-in Pay

If a Short Term Occasional Teacher has been either called out in error, or the assignment has been cancelled, without the Teacher having received a minimum of one and a half (1.5) hours'

notice prior to the scheduled commencement of the assignment, the Teacher, upon reporting for duties, shall be assigned duties for the day as scheduled and shall be paid at the appropriate daily rate of pay or portion thereof. In the case of transportation disruptions/school closure due to inclement weather, pay is also subject to Board Procedure number HR-4036 Inclement Weather and as may be amended from time-to-time in consultation with the employee groups.

- e) Where the teaching assignment of the Occasional Teacher includes four (4) credit or credit-equivalent courses, no other teaching or supervisory duties shall be assigned.

L23.10 Long Term Occasional Assignments

a) Salary Grid Placement

- i. A member with a Long Term Occasional teaching assignment shall be paid in accordance with L7.01 Category System, the salary grid in L7.03 a) which is in effect at the time the Long Term Occasional Status is attained, L7.03 b), L7.03 c), L7.03 d) Equivalent Teaching Experience, and L7.04 Graduate or Extra Degree Allowance, and 7.05 Related Work Experience. Related work experience will only be evaluated once.
- ii. Payment in accordance with the salary grid identified in L23.10 a) i) shall occur from the first (1st) day of the Long Term Occasional Assignment. In the event that the assignment is not immediately identified as a Long Term Occasional assignment, payment in accordance with L23.10 a) i. shall commence as of the eleventh (11th) day of continuous employment in the same position, and shall be retroactive to the first (1st) day of the assignment.

b) Continuous Employment

Continuous employment for the purposes of Long Term Occasional Teacher status shall be deemed to be unbroken in relation to statutory holidays and emergency school closure, legitimate absence in relation to inclement weather, or up to one (1) day of illness.

c) Timetable

The timetable for a Long Term Occasional Teacher shall be constructed according to the same constraints and obligations that apply to the timetable of the Teacher being replaced.

d) Termination of Assignment

In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Teacher will be given three (3) instructional days' notice, or three (3) days' pay in lieu of notice. Notice or pay in lieu of notice shall not apply in the case of termination for cause, or termination within the probationary period. Pay-in-lieu shall not apply in the case of termination due to exhaustion of sick leave.

L23.11 Sick Leave for Long Term Occasional Teachers

- a) Deductions from a member's sick leave for absences of less than a full day shall be pro-rated to the nearest half day.
- b) Medical documentation shall be requested and maintained in accordance with L10.03.

L23.12 Leaves of Absence for Long Term Occasional Teachers

a) Bereavement Leave

A member shall be granted bereavement leave with pay as follows:

- i. up to five (5) days in the case of the death of a parent, spouse or child;
- ii. up to three (3) days in the case of the death of a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild;
- iii. one (1) day in the case of the death of an aunt or uncle; in the case of a close personal friend, one (1) day shall be granted to attend the funeral.

At the discretion of the Director or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement.

b) Jury or Witness Duty

Members shall be granted leave, without loss of pay to serve as a juror or when subpoenaed as a witness in any proceeding to which the member is not a Party, provided the member pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and accommodation expenses.

c) Examination and Graduation

A Teacher who is scheduled to work and who has received the prior approval of the Director (or designate) may be absent from duty without loss of pay as follows:

- i. for the purpose of writing an examination, the day on which the examination occurs will be granted;
- ii. for the purpose of attending the member's graduation, the day on which the graduation occurs will be granted.

d) Pregnancy/Parental Leave

An eligible member shall be granted Pregnancy and/or Parental Leave in accordance with the *Employment Standards Act*, as amended from time-to-time.

e) Quarantine

Leave, without loss of pay shall be granted to a member for a period of quarantine when declared or recommended by the Medical Officer of Health or designate.

f) Federation Leave

If a member of the Occasional Teacher Bargaining Unit is elected or appointed to a Federation position within the Bargaining Unit, the parties will meet to discuss and implement appropriate release time arrangements consistent with prevailing practices and understandings.

MEMORANDUM OF UNDERSTANDING

Re: Criminal Reference Checks

Pursuant to Regulation 521/01 of the *Education Act*:

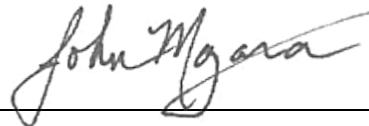
IT IS THEREFORE UNDERSTOOD and agreed that:

1. Trillium Lakelands District School Board shall ensure that all reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 of the *Education Act* (or any subsequent regulation or law) shall be stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources Services and the Human Resources Services Department staff, although this does not preclude consultations with appropriate officials under paragraph 2, below.
2. Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the *Education Act* (or any subsequent regulation or law) without the permission of the employee except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, and/or legal counsel, as appropriate.
3. The Bargaining Unit may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the *Education Act*, or any subsequent regulation or law.
4. This Memorandum of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in L6.00.

Dated at the City of Kawartha Lakes this 1st ~~th~~ day of November , 2021



For the Employer



For the Bargaining Unit

MEMORANDUM OF UNDERSTANDING

between

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Employer" or the "Board")
and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 15

representing

The Secondary Teachers of Trillium Lakelands District 15
and
The Secondary Occasional Teachers of Trillium Lakelands District 15
(hereinafter referred to as the "Bargaining Unit" or "Federation")

Re: Class Size for MTH 1W

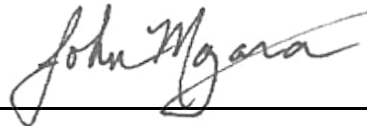
The Employer and the Bargaining Unit agree and recognize the need for effective program development and delivery. In order to support the transition to MTH 1W, the parties agree that:

1. For 2021-2022 school year, the maximum class size for MTH 1W shall be twenty-five (25).
2. The maximum class size may be exceeded by up to two (2) students per MTH 1W class, provided no teacher's total number of students in the semester shall exceed the sum of the applicable maxima plus three (3) students, and no individual class shall exceed the maxima by more than two (2) students.
3. The class size maxima described in 1 and 2 above are not subject to the central class size adjustments outlined in central Letter of Agreement # 3.

Dated at the City of Kawartha Lakes this 1st ~~th~~ day of November , 2021



For the Employer



For the Bargaining Unit

MEMORANDUM OF UNDERSTANDING

between

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the “Employer” or the “Board”)
and

ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION, DISTRICT 15

representing

The Secondary Teachers of Trillium Lakelands District 15
and
The Secondary Occasional Teachers of Trillium Lakelands District 15
(hereinafter referred to as the “Bargaining Unit” or “Federation”)

RE: Members taking both Pregnancy and Parental Leave

In accordance with Memorandum of Understanding #6 Re: Supplementary Employment Benefits and Employment Insurance (EI) of the agreement reached by the central parties on April 20, 2020 which states that by January 1, 2021 the obligation outlined in the 2018:B05 Ministry of Education Memo shall be in place, effective January 1, 2021, the Board shall pay SEB payments in accordance with Letter of Agreement # 6 under Part A and Article 12.01 (e) Supplemental Employment Benefit Plan (S.E.B.) – Pregnancy Leave of the Collective agreement to eligible employees upon receipt of the appropriate supporting documentation as follows:

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

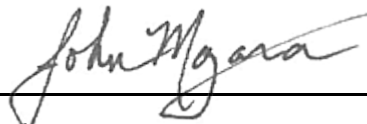
Week 2 – 8: The member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.

Week 52: After the eight (8) weeks of top-up noted above, the Board will pay the equivalent of one (1) week of the member’s gross E.I. amount in week 52 provided that the Member remains on parental leave.

Dated at the City of Kawartha Lakes this 1st ~~th~~ day of November , 2021



For the Employer



For the Bargaining Unit

LETTER OF UNDERSTANDING

between

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the “Board”)

And

THE ONTARIO SECONDARY TEACHERS' FEDERATION -
TEACHERS AND OCCASIONAL TEACHERS BARGAINING UNIT
DISTRICT 15 TRILLIUM LAKELANDS
(hereinafter referred to as the “Local”)

Re: Top up Provisions for Part Time Permanent Teachers with 0.5 FTE Permanent Entitlement and above in a School

WHEREAS the parties to this Letter of Understanding engaged in negotiations for renewal of the collective agreement with respect to issues that are within the scope of local bargaining;

AND WHEREAS the issue of top up of FTE entitlement for part time permanent teachers was discussed at length during the course of the negotiations;

AND WHEREAS the parties are desirous of reaching an agreement on local issues;

AND WHEREAS the parties have agreed to a process that will occur as a pilot to fill vacant permanent teaching positions for the 2021-22 school year;

AND WHEREAS the parties shall continue to use this pilot process for the duration of the 2019-2022 collective agreement and for a one year period up to August 31, 2023;

NOW THEREFORE the parties agree to the following:

1. Top up of FTE Entitlement with Vacant Teaching Positions during the School Year

- a. Effective September 1, 2021, prior to advertising vacant permanent teaching positions, permanent teaching sections that become available during the school year shall first be offered by seniority and qualifications on their Ontario College of Teachers Certificate to the following teachers in order:
 - i) Teachers transferred to any other secondary school for reasons related to the surplus to school provisions and have the right to return to any staff complement vacancy in the originating school in accordance with L19.07;
 - ii) Teachers on the recall list as per Article 19;
 - iii) Part-time teachers with a 0.5 FTE or greater entitlement in a school where permanent teaching sections become available will be given the opportunity to increase their entitlement in that school based on the following process:
 1. In order of seniority at their school;
 2. Subject to qualifications on their Ontario College of Teachers certificate of qualification required for the required permanent section(s);

3. Subject to availability of the teacher based on the timetable of their permanent sections;
 4. Subject to geographic availability for the School of Alternate Education;
 5. Teachers can only increase their entitlement until their overall FTE in the Board is 1.0 FTE.
 6. A teacher with a development needed rating or an unsatisfactory rating on their Teacher Performance Appraisal may not be considered for an increase in their teaching time under this entitlement increase provision until they have received a satisfactory rating on a subsequent Teacher Performance Appraisal.
- b. After the process outlined in a), remaining vacancies will be filled in accordance with Article 5.11.

2. Top up of FTE Entitlement with Vacant Teaching Positions during the Annual Staffing Process for the next School Year

- a. Effective September 1, 2021, during the staffing process in the spring of each year and prior to advertising vacant permanent teaching positions for the following school year, permanent teaching sections that become available shall first be offered by seniority and qualifications on their Ontario College of Teachers Certificate to the following teachers in order:
 - i) Teachers transferred to any other secondary school for reasons related to the surplus to school provisions and have the right to return to any staff complement vacancy in the originating school in accordance with L19.07;
 - ii) Teachers on the recall list as per Article 19;
 - iii) Voluntary transfer applications to schools as outlined in Article L19.03 will be considered after i and ii, above. Applicants who request a voluntary transfer will be notified of the outcome of their transfer request no later than May 1st in the year that they apply.
 - iv) Part-time teachers with a 0.5 FTE or greater entitlement in a school where permanent teaching sections will be available for the following school year will be given the opportunity to increase their entitlement in that school based on the following process:
 1. In order of seniority at their school;
 2. Subject to qualifications on their Ontario College of Teachers certificate of qualification required for the required permanent section(s);
 3. Subject to geographic availability and / or scheduling for the School of Alternate Education;
 4. Teachers can only increase their entitlement until their overall FTE in the Board is 1.0 FTE.
 5. A teacher with a development needed rating or an unsatisfactory rating on their Teacher Performance Appraisal may not be considered for an increase in their teaching time under this entitlement increase provision until they have received a satisfactory rating on a subsequent Teacher Performance Appraisal.

b. After the process outlined in a), remaining vacancies will be filled in accordance with Article 5.11.

3. The parties agree that the pilot process outlined above will be a standing item on the Labour/Management meeting agenda for the duration of the 2019-2022 collective agreement, and up until August 31, 2023, unless extended in accordance with #4 below.

4. This Letter of Understanding will expire as of August 31, 2023 unless mutually agreed. By the end of the first full week of July 2023 the parties will meet to determine if both parties would like to extend the pilot beyond August 31, 2023, and, if extended, for what period of time.

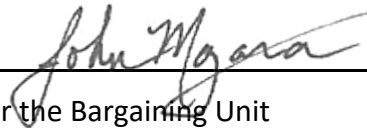
5. In absence of mutual agreement for continuation of the pilot process under this Letter of Understanding, it is understood that the parties will revert to the language in Article 5.11 Vacant Teaching Positions.

6. Subject to the above, this Letter of Understanding forms part of the Collective Agreement and is subject to the Grievance Procedure in L6.00.

Dated at the City of Kawartha Lakes this 1st ~~th~~ day of November , 2021



For the Employer



For the Bargaining Unit

Dated at the City of Kawartha Lakes this 1st day of November , 2021

On behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

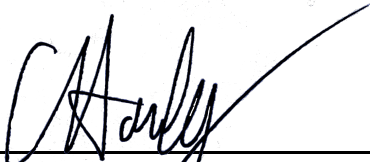


Bruce Reain, Chairperson

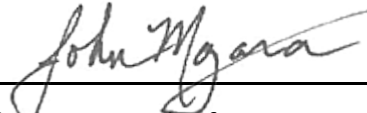


Wes Hahn, Director of Education

On behalf of THE SECONDARY TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15 OF THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION and on behalf of THE SECONDARY OCCASIONAL TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15 OF THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION:



Craig Horsley, President



John Mazara, Chief Negotiator



Colin Matthew, Executive Officer