



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, 2014 – AUGUST 31, 2017



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APPENDED ITEMS

Memorandum of Understanding re: Clarification of Central and Local Terms
Extended Salary Grids, Allowances and Continuing Education Rates for September 1, 2017 to August 31, 2019
February 23, 2017 Extension Agreement for September 1, 2017 to August 31, 2019

PART A: CENTRAL TERMS - APPENDIX I TO OSSTF Teachers MOS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Single Collective Agreement

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

C2.2 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2014 to August 31, 2017, inclusive.

C2.3 Amendment of Terms

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

C2.4 Notice to Bargain

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

Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.

- vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c) The Committee shall complete its review within 10 days of the grievance being filed.

- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

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

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 58 less the teacher's age as at June 30, 2016.

- d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

C7.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C7.1 Funding

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

C7.2 Cost Sharing

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

C7.3 Payment in Lieu of Benefits

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

C7.4 WSIB Top-Up

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

C7.5 Long-Term Disability (Employee Paid Plans)

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

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

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

- i. Teachers accessing 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 or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the

appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: <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 (***please do not include diagnosis***):

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)

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 style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): </td> <td style="width: 50%; vertical-align: top;"> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): </td> </tr> </table>		Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):
Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):				
<input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No		

2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc).			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately:		Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):		Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions:		dd mm yyyy	
Completing Health Care Professional Name: (Please Print)			
Date:			
Telephone Number:			
Fax Number:			
Signature:			

LETTER OF AGREEMENT #1 BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: Regulation 274 - Hiring Practices

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

Re: Class Size

The parties agree that the issue of class size has been addressed at the Central Table and that the practices and collective agreement provisions currently in effect in local boards shall remain status quo. Such practices and collective agreement provisions shall not be subject to local bargaining or mid-term amendments between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

However in extenuating circumstances exceptions may be made on a case by case basis with the mutual consent of the local parties to support student programming. The parties further agree that the central parties shall permit these discussions to occur.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

R E : 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

- 3.1.1 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.2 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.

3.1.3 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.4 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.

3.1.5 No individuals who retire after the Board participation date are eligible.

3.1.6 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

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

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

6.0.0 TRANSITION COMMITTEE

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in 2008/2012 local collective agreements, subject to modifications made during local bargaining in 2013. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. E-Learning
2. Dual Credits
3. Equivalent Learning
4. Additional Professional Assignments / Supervision
5. Staff Meetings
6. Occasional Teacher Workload Provisions
7. Local Committee Structure for Statutory Committees
8. Contracting Out
9. Guarantees Re: Job Security
10. Guaranteed Generation
11. Access to Employment / Increase to FTE Entitlement
12. Principals/Vice Principals Return to the Bargaining Unit and Acting/Temporary
Principals/Vice Principals
13. Qualification-based allowances
14. VLAP

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B: 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 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, 2014 to August 31, 2017 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 Social Insurance 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 Social Insurance 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 Social Insurance 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 Social Insurance 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 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 Employer's e-mail. 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.

L5.06 Copies of the Collective Agreement

The Employer shall post a copy of the Collective Agreement on the Secondary Job Postings email site, as well as on the Occasional Teacher email 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 Employee Files

- a) A member of the Bargaining Unit, upon written request, shall have access to all of the member's files in the presence of a supervisory officer or designate. The member shall have the right to obtain copies of any material contained in the files, to add information and to request correction or deletion of material. The member may transfer, through written authorization, his/her rights under this clause to the President of the Bargaining Unit (or a designate from the Union Executive).
- b) Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation/non-disciplinary Letter of Expectation in a member's personnel file, the member may request that such disciplinary notation/non-disciplinary Letter of Expectation be reviewed. Such disciplinary notation/non-disciplinary Letter of Expectation 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.

It is understood by the parties that disciplinary notation does not include teacher evaluation reports.

- c) 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 his/her personnel file.

L5.10 Termination of Employment

The Employer shall provide a member of the Bargaining Unit with written notice by November 30 of an intention to terminate the member's employment effective December 31 or January 31 (end of Semester 1), or by May 31 of an intention to terminate the member's employment effective June 30 or August 31.

A member of the Bargaining Unit shall provide written confirmation to the Employer by November 30 of a resignation or retirement effective December 31 or January 31 (end of Semester 1), or by April 15 of a resignation or retirement effective June 30 or August 31.

This clause shall not apply in the case of redundancy which is governed by L19.00 – Transfer, Surplus, Redundancy and Recall. Nothing in this clause prevents the Employer and a member from mutually agreeing to the member's resignation 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.
- 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.

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 L8.05, 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.

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 internal e-mail system.

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 to the Superintendent of Employee Services.

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 2010" 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 May 1st of any year.
- c) Exchanges shall be for a maximum period of two (2) consecutive years, 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 L20.0 - Staffing & Working Conditions and the Letter of Understanding: Parent-Teacher Interviews. 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 that 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 making the grievance may take the following steps in sequence to resolve the matter.

Step 1

The Party making 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, who shall answer the grievance in writing 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 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 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 making 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.
- 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 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 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 work for the second semester only shall be paid their salary by direct deposit, in accordance with the following schedule:
 - i. 1/26 on the first and fifteenth of each month, commencing February 15 and ending June 15;
 - ii. the remaining 4/26 in a lump sum on the last day of the school year.
- c) 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) and L7.02 b), except on January 1, when the pay date will be the first banking day in January. Effective September 1, 2009, members will be provided an e-pay statement with each direct deposit.
- d) 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. This clause 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, 2014:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	46,121	48,132	49,877	52,523
1	48,898	51,167	52,483	55,370
2	51,676	54,202	55,233	58,378
3	54,453	57,237	58,138	61,563
4	57,229	60,271	61,204	64,932
5	60,007	63,304	64,442	68,494
6	62,784	66,338	67,859	72,263
7	65,563	69,374	71,467	76,249
8	68,338	72,409	75,275	80,467
9	71,454	75,442	79,297	84,929
10	74,244	78,477	83,543	89,648
11	76,670	81,511	88,023	94,638

ii. Effective September 1, 2016:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	46,582	48,613	50,376	53,048
1	49,387	51,679	53,008	55,924
2	52,193	54,744	55,785	58,962
3	54,998	57,809	58,719	62,179
4	57,801	60,874	61,816	65,581
5	60,607	63,937	65,086	69,179
6	63,412	67,001	68,538	72,986
7	66,219	70,068	72,182	77,011
8	69,021	73,133	76,028	81,272
9	72,169	76,196	80,090	85,778
10	74,986	79,262	84,378	90,544
11	77,437	82,326	88,903	95,584

iii. Effective the 98th day of the 2016/2017 school year:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	46,815	48,856	50,628	53,313
1	49,634	51,937	53,273	56,203
2	52,454	55,018	56,064	59,257
3	55,273	58,098	59,013	62,490
4	58,090	61,178	62,125	65,909
5	60,910	64,257	65,412	69,525
6	63,729	67,336	68,880	73,351
7	66,550	70,418	72,543	77,397
8	69,366	73,499	76,408	81,678
9	72,529	76,577	80,490	86,207
10	75,361	79,658	84,800	90,997
11	77,824	82,738	89,348	96,062

- 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.

Note 2: Provided that no teacher shall be entitled to accrue more than 1.0 years 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) Effective September 1, 2014, an allowance of \$1,155 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.
- c) Effective September 1, 2014, an allowance of \$1,462 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.
- 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 the Board.

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; and
- iv. the related work experience has taken place within the ten (10) 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 on e-serve.

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 to be paid shall be \$13,792 effective September 1, 2014, \$13,930 effective September 1, 2016, and \$14,000 effective the 98th day of the 2016/2017 school year. 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 of \$5,405 effective September 1, 2014, \$5,459 effective September 1, 2016, and \$5,486 effective the 98th day of the 2016/2017 school year. 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 Alternate Education and Training Centre Head

- a) A member may be appointed as an Alternate Education and Training Centre 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 Alternate Education and Training Centre 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 Alternate Education and Training Centre Head shall be paid an annual allowance of \$7,103 effective September 1, 2014, \$7,174 effective September 1, 2016, and \$7,210 effective the 98th day of the 2016/2017 school year (pro-rated for part year assignments). 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 of \$7,103 effective September 1, 2014, \$7,174 effective September 1, 2016, and \$7,210 effective the 98th day of the 2016/2017 school year (pro-rated for part year assignments). 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. 1/14	Effective Sept. 1/16	Effective 98 th day of the 2016/2017 school year
Level 1		1 – 12	\$1,408	\$1,422	\$1,429
Level 2		13 – 24	\$1,970	\$1,990	\$2,000
Level 3		25 – 36	\$3,096	\$3,127	\$3,143
Level 4		37+	\$4,840	\$4,888	\$4,913
Special Education		N/A	\$4,840	\$4,888	\$4,913
School Improvement		N/A	\$1,126	\$1,137	\$1,143

- f) Departments with forty-nine (49) or more sections will be eligible for an Assistant Department Head, and the annual responsibility allowance will be \$1,126 effective September 1, 2014, \$1,137 effective September 1, 2016, and \$1,143 effective the 98th day of the 2016/2017 school year.
- 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. Should the absence extend beyond the end of the school year, a Board-wide competition for the Acting Department Head or Acting Assistant Department Head position shall be held. 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 until the Department Head returns or the end of the term for which the Department Head was appointed, 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.
- 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 Effective September 1, 2014, the Employer shall contribute to the Bargaining Unit \$3,674 per Full Time Equivalent teacher in respect of insured benefits.

L9.02 The number of Full Time Equivalent (FTE) teachers shall be determined to be the sum of the number of FTE teaching positions in the secondary panel, as outlined below:

- a) the number of secondary FTE teaching positions in secondary schools (excluding Continuing Education teachers) filled by a permanent or probationary teacher;
- b) the number of secondary FTE teaching positions in the Section 23 programs filled by a permanent or probationary teacher;
- c) the number of secondary FTE teachers on federation leave;
- d) the number of secondary FTE teaching positions centrally assigned by the Employer and filled by a permanent or probationary teacher; and

e) the number of secondary FTE teachers on statutory leave

- L9.03 The number of Full Time Equivalent (FTE) teachers shall be established as of September 1 of each year for the first semester, or equivalent, and as of February 1 of each year for the second semester, or equivalent. Teaching positions added to the staffing component after September 1 shall be included in the calculation of the number of FTE teachers and shall be pro-rated for the purpose of the calculation in L9.02. Any decline in the number of teaching positions after September 1 shall be included in the calculation of the number of FTE teachers and shall be pro-rated for the purpose of the calculation in L9.02.
- L9.04 Effective September 1, 2008 and on the first of each month excluding July and August (or the last banking day preceding the first of each month), by direct deposit one-tenth (1/10) of the money specified in L9.01 shall be remitted to the Bargaining Unit.
- L9.05 The Employer is not the policyholder of the insured benefits provided by the Bargaining Unit.
- L9.06 The Bargaining Unit shall be the policyholder of all benefits, excluding statutory benefits. The Bargaining Unit shall determine the terms and conditions of the plan, and shall inform the Employer as to the terms and conditions of the plan and of any amendments to the Plan.
- L9.07 The Employer shall be responsible for providing a benefit enrolment package to new permanent/probationary teachers. The onus is upon the employee to forward the completed enrolment package to the bargaining unit, unless the forms are completed during a documentation meeting, in which case the employer shall forward the completed package to the Bargaining Unit on the employee's behalf. A documentation meeting may not be conducted for each and every hire. The employer shall provide the Employee Number, to the Bargaining Unit on a daily basis as processed, and which then shall be forwarded to the Carrier(s) by the Bargaining Unit. The Employer will be responsible for notifying the Bargaining Unit on a daily basis, in writing, 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.
- L9.08 Where required by the benefit Carrier(s), participation in the benefit plans shall be a condition of employment, subject to the terms and conditions of those plans.
- L9.09 A Member on Long Term Disability shall be entitled to participate in the insured benefit plan at no cost to the Board. A Member on LTD shall not be included in the calculation of FTE as set out in L9.02.
- L9.10 The waiting period for LTD shall not exceed ninety (90) days.
- L9.11 Sick leave is not available to augment long term disability.
- L9.12 The Ontario Secondary School Teachers' Federation and the Bargaining Unit shall indemnify and hold harmless the Employer from any claims, suits, attachments and any form of liability for all matters of the day-to-day administration of the benefit plan other than those responsibilities identified in L9.07.

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 accumulated sick leave for absences of less than a full day shall be pro-rated to the nearest half day.

L10.03 Sick leave entitlements under this Article may be used for illness or injury, as well as for dental or medical appointments.

L10.04 Medical Documentation

- a) If an absence due to illness/injury extends beyond three (3) consecutive work days, a member shall provide a medical certificate from a duly qualified medical or dental practitioner, 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 from a duly qualified medical or dental practitioner. The practitioner's note certifying that the employee has been in his/her care shall indicate:
 - i) that the member is able to return to work on a full-time basis without restrictions, or
 - ii) that the member is able to return to work, with the nature and duration of any work restrictions described, or
 - iii) that the member is unable to return to work, and where possible, the date of the review of his/her patient's status.

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 Employee 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.

L10.05 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.

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 who has been employed for at least thirteen (13) weeks shall be granted a pregnancy leave and/or parental leave upon a minimum of two (2) weeks written notification 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. The maximum pregnancy leave shall be seventeen (17) weeks and the maximum parental leave shall be thirty-five (35) weeks (or as otherwise provided in the *Employment Standards Act*), or thirty-seven (37) weeks if the member did not take a pregnancy leave. Any extension of the leave shall be in accordance with L12.02.
- d) The Employer shall continue to pay its portion of the costs of the member's benefit coverage during the statutory leave period, unless the member elects, in writing, not to continue the benefit coverage.
- e) 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.

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

A member granted a parental leave pursuant to this Article shall be compensated by the Employer under an Employment Insurance Commission of Canada (EIC) approved SEB plan for the waiting period under EIC at a weekly rate equal to ninety-five (95) percent of the EIC weekly insurable earnings for the ten (10) day period provided that the member:

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

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

- g) A member on pregnancy/parental leave shall continue to accrue credit for grid experience.
- h) 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.

- i) 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 return from leave shall end on 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.
- c) A member on an extended leave shall be entitled to participate, at the member's own expense, in the insured benefit plan. While on Extended Pregnancy/Parental Leave, sick leave credits shall be retained but shall not accumulate.

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, benefits or deduction from sick leave. 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, benefits or deduction from sick leave.

L12.04 Bereavement Leave

- a) A member shall be granted bereavement leave with pay and without deduction from sick leave, 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. 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 Personal/Compassionate Leave 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.
 - 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).
- c) The Employer may grant personal/compassionate leave, with pay, for reasons other than those provided for in L12.05 b), subject to the conditions contained in L12.05 a).
- d) Absences arising from L12.05 b) and L12.05 c) are not chargeable against sick leave credits.
- e) The Employer may grant personal/compassionate leave, without pay, to a maximum of two (2) days per school year.

L12.06 Quarantine

Leave, without loss of pay, benefits or deduction from sick leave, 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, benefits or deduction from sick leave, 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.
- d) A member on a special leave of absence shall be entitled to participate, at the member's own expense, in the insured benefit plan. While on special leave, sick leave credits shall be retained but shall not accumulate.

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. The Superintendent of Business 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. the member is entitled to participate, at the member's own expense, in the insured benefit plan;
 - ii. Teachers' Pension Plan deductions shall be continued in accordance with the regulations established by the Teachers' Pension Act;
 - iii. sick leave credits shall be retained but shall not accumulate.
- 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) Any member who began a self-funded leave plan with one of the predecessor Boards is entitled to continue that plan in accordance with the terms and provisions previously entered into between the member and the predecessor Board, subject to administration of the plan in accordance with L12.09 e).
- j) These self-funded leave provisions are subject to Revenue Canada requirements.
- k) A member who is approved for self-funded leave on or after January 1, 2002 and subsequently withdraws, shall be subject to a two-hundred dollar (\$200.00) administrative fee. This fee may be waived by the Superintendent of Employee Services if there are extenuating circumstances which cause the member to withdraw from the plan.

L12.10 Federation Release Time

- a) Effective September 1, 2008, the Employer agrees to provide up to three (3) FTE Federation leaves for Federation business. This release time shall be provided to the Federation Officers who are identified by the Federation, provided that the Federation shall reimburse the Employer at the salary rate of Category 3, step 0, of the salary grid and any allowances as directed by the Federation for the first two (2) leaves, and full grid salary, any allowances as directed by the Federation, insured and statutory benefits for the third FTE leave (if exercised).
- b) The Federation Officers shall be paid as full-time teachers, including any allowances as directed by the Federation. Federation Officers are entitled to all benefits and privileges of the Collective Agreement, during the period of the leave.
- c) 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.
- d) 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.

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 2008-2009 school year, the minimum number of full-time equivalent (FTE) teachers shall be 409.33. This number shall be adjusted in accordance with changes in the projected ADE (Average Daily Enrollment), program requirements and the Ministry's Student Success Initiative. Staffing in the schools for future years will take place according to the staffing documents shared during the bargaining process.

- 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.
- 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 Alternate Education & Training 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.

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.

L13.04 For the 2008-2009 school year, the number of FTE teachers at the School of Alternate Education is 41.833 and is in addition to what is specified in L13.01 a). In future years, this number 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 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.

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. 1/14	Effective Sept. 1/16	Effective 98 th day of the 2016/2017 school year
Summer School (per hour)	\$41.22	\$41.63	\$41.84
Night School - start (per hour)	\$41.22	\$41.63	\$41.84
with 4 credits taught (per hour)	45.10	\$45.55	\$45.78
Distance Education (per hour)	\$41.22	\$41.63	\$41.84
Correspondence (per lesson marked):			
basic	\$9.71	\$9.81	\$9.86
intermediate	13.65	13.79	13.86
senior	15.04	15.19	15.27
Counsellors (per hour)	\$41.22	\$41.63	\$41.84
Teachers of Home Study (per hour)	\$41.22	\$41.63	\$41.84

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 school teachers.
- 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 Employee 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.

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.

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 L19.02, 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 L19.04 Declaration of Redundancy, or a member who refuses placement as outlined in L19.06 Assignment of Surplus Members, or a teacher who has been placed in another school or worksite as a result of the surplus procedure in L19.06 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 Alternate Education & Training Centres, the Virtual Learning Centre, and Section 23. 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 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.

L19.05 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) Bargaining Unit members on the recall list are the responsibility of the originating school. This provision is subject to the recall entitlements of more senior members.
- c) 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.

- d) The Superintendent of Employee Relations 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.
- e) Teachers identified in L19.05 d) 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 Employee Relations or designate by no later than five (5) working days following notification under L19.05 d).

L19.06 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 L19.06 c) through L19.06 f) 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 shall be offered, by seniority, 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.
- d) 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:
 - i. shall remain at the school, but shall be assigned on a daily basis to up to four (4) on-calls for absent teachers and/or assigned to other duties as required;
 - ii. 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.
- e) If there are no leaves available at the member's current school, as set out in either L19.06 c) or L19.06 d), 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.

- f) A member declared surplus to school who has not accepted an assignment as described in L19.06 c), L19.06 d) or L19.06 e) shall be placed in a staff complement vacancy or a vacancy arising from a declaration of redundancy, in accordance with L19.06 a) and the member's Location Preference Form completed according to L19.05 e).
- g) 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 clauses 19.06 c), 19.06 d), 19.06 e) or 19.06 f).
- h) Where any member is transferred to any other secondary school for reasons related to the surplus to school procedures in clause L19.06, 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.
- i) 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 L19.06, 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 L19.06 h).

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.

L19.07 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. While a member is on the recall list, sick leave credits shall be retained but shall not accumulate.
- 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 if available, and by courier or registered mail. 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 two (2) years, subject to L19.07 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 L19.05 e)), 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 L19.07 c) shall not be considered a "refusal" within the meaning of this clause.
- g) A member on the recall list shall be entitled to continue to be enrolled, at the member's own expense, in the group benefit plans in which the member was enrolled immediately prior to being declared redundant.
- h) Available staff complement vacancies shall be offered to qualified members on the recall list prior to any external posting.
- i) 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 L19.07 e) and L19.07 f).
- j) A Bargaining Unit member who is recalled shall retain their seniority as if there had been no interruption of service.

L19.08 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 L19.04.
- d) Surplus to school declaration shall be in accordance with L19.05, and shall be made by Region for the School of Alternate Education.
- e) Assignment of surplus members shall be in accordance with L19.06.
- f) Recall shall be in accordance with L19.07.

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 but less than one (1) school year, 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. 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 193 work days within three (3) 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 Union Bargaining Unit dues.
- d) 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*, and hereby acknowledge that the role, responsibilities and obligations of the Joint Health and Safety Committee shall be as defined in its Terms of Reference.

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
 - L7.08 – E.I. Insurable Hours
 - L12.10 d) – 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 provide post a copy of the Collective Agreement on the Secondary Job Postings email site, as well as on the Occasional Teacher email 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 forty (40) 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 Superintendent of Employee Services.

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 through the Employer's e-mail. 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 accepted by the Board to teach as Occasional Teachers in the Secondary Panel.
- 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) There shall be a maximum of ninety (90) Short Term Occasional Teachers on the Roster. This maximum may be exceeded by up to ten percent (10%) if there is a qualifications shortage, or an availability problem, in any of the geographic areas of the former Boards.
- e) Occasional Teachers on the Roster must have declared eligibility to teach thirty (30) full-time equivalent days in each school year in a minimum of two (2) of the Board's Secondary schools (except for Haliburton County, where only one school need be specified).
- f) An up-dated Occasional Teacher Roster shall be sent to the President of the Bargaining Unit on October 1st and February 15th of each year. Any changes to the Roster shall be reported within fourteen (14) days to the Bargaining Unit President.
- g) The Roster shall provide the following information for each Occasional Teacher: name, address, telephone number, date of hire, subjects the Occasional Teacher is qualified to teach, subjects the Occasional Teacher is willing to teach, number of days per week or the specific days of the week the Occasional Teacher is willing to work, and the specific schools at which the Teacher is prepared to work.
- h) The Occasional Teacher Roster shall indicate which, if any, of the Occasional Teachers are on Long Term Occasional Teaching Assignments at the time it is published, and the expected expiry date of the said assignment.
- i) Notwithstanding L23.04 d), Long Term Occasional Teachers may be added to the Occasional Teacher Roster if they wish.
- j) 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. It is understood and agreed that the Occasional Teacher on leave may be replaced on the Occasional Teachers' Roster and that Occasional Teachers returning from leave may result in the list's cap being exceeded.
- k) 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, not later than July 31st. Occasional Teachers who have reduced their availability below the minimum specified in L23.04 e) may be removed from the Roster.
- l) 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 j), or other mutually agreed leaves.

L23.05 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 in each secondary school and on the Board's website. 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) Unsuccessful qualified internal candidates for positions shall be granted an oral debriefing upon request.

L23.06 Salary and Method of Pay

a) Salary Grid

- i. It is understood that the payment of salary under this Article includes payment for vacation pay and any paid statutory holidays, if applicable.
- ii. Short Term Occasional assignments shall be paid a daily rate in accordance with L23.08.
- iii. Long Term Occasional assignments shall be paid in accordance with L23.09.

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 two weeks prior to the payday. Effective September 1, 2015, 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.

L23.07 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.

L23.08 Short Term Occasional Assignments

- a) All Short Term Occasional assignments shall be filled at each school according to the following procedure, in order:
 - i. calling those Occasional Teachers on the Occasional Teacher Roster who are qualified in the required subject area(s) and who have declared themselves eligible to teach at that school;
 - ii. calling other Occasional Teachers on the Roster who have declared themselves eligible to teach at that school;
 - 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.
- 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.

i. Effective September 1, 2014:

The Short Term Occasional Teacher daily rate shall be \$210.00 for qualified, and \$184.76 for unqualified teachers.

ii. Effective September 1, 2016:

The Short Term Occasional Teacher daily rate shall be \$212.10 for qualified, and \$186.61 for unqualified teachers.

iii. Effective the 98th day of the 2016/2017 school year:

The Short Term Occasional Teacher daily rate shall be \$213.16 for qualified, and \$187.54 for unqualified teachers.

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 (2014) "Staff Attendance On Days When Buses are Cancelled (Inclement Weather Day)" 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.

L23.09 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.
- ii. Payment in accordance with the salary grid identified in L23.09 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 L23.09 a) i. shall commence as of the thirteenth (13th) day of continuous employment in the same position, and shall be retroactive to the first (1st) day of the assignment. Effective September 1, 2016, payment in accordance with L23.09 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.

L23.10 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) Sick leave entitlements under this clause may be used for illness or injury, as well as for dental or medical appointments.
- c) Medical documentation shall be requested and maintained in accordance with L10.04.

L23.11 Leaves of Absence for Long Term Occasional Teachers

a) Bereavement Leave

A member shall be granted bereavement leave with pay and without deduction from sick leave, 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, benefits or deduction from sick leave, 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 or deduction from sick leave 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 his/her 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, benefits or deduction from sick leave, 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.

L23.12 Benefits for Long Term Occasional Teachers

- a) Upon application, and subject to L23.12 b), a Long Term Occasional Teacher is eligible to participate in the Accidental Death & Dismemberment, Extended Health, Dental and Group Life Insurance plans in accordance with the agreement which was reached with the Secondary Teachers of Trillium Lakelands District 15, and as it may be amended from time-to-time. Participation in Accidental Death & Dismemberment and Group Life Insurance are subject to the eligibility requirements of the carrier.
- b) The following Long Term Occasional Teachers may participate in the Benefits Program as specified in L23.12 a):
 - i. those who accept a pre-determined assignment that is scheduled to be sixty-one (61) consecutive working days or longer, from the commencement of the assignment;
 - ii. those who become a Long Term Occasional Teacher, from the sixty-first (61st) day of continuous employment in the assignment.
- c) The Board shall reimburse the Federation one-twelfth (1/12th) of the amount specified in respect of insured benefits, as set out in the current agreement reached with the Secondary Teachers of Trillium Lakelands District 15, for each full or partial month that an eligible Long Term Occasional Teacher who has enrolled in both the Extended Health and Dental benefit programs is actively employed (but not to exceed five (5) months in one semester or ten (10) months in one school year). Upon receipt of appropriate documentation (which shall include proof of enrolment), such reimbursement shall be pro-rated, based upon the percentage of the Long Term Occasional assignment to full time, and shall be made on February 1st and June 30th of each year.
- d) The Employer shall be responsible for providing a benefit enrolment package to newly hired long term occasional teachers. The onus is upon the employee to forward the completed

enrolment package to the bargaining unit, unless the forms are completed during a documentation meeting, in which case the employer shall forward the completed package to the Bargaining Unit on the employee's behalf. A documentation meeting may not be conducted for each and every hire.

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 Employee Services and the H.R. 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, legal counsel and/or adjudication advisors of the OESC, 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 28th day of June, 2016

For the Employer

For the Bargaining Unit

LETTER OF UNDERSTANDING

Re: School of Alternate Education

The Employer and the Bargaining Unit agree that they shall meet, up to four (4) times per year, to review the following items in relation to the School of Alternate Education:

- Class sizes
- Success data for classes and programs
- Workload and worksite issues
- Staffing issues
- The school day and school year organization
- Other related issues that may arise

The parties agree that the gathering and sharing of data is essential in informing the parties' discussions.

Dated at the City of Kawartha Lakes this 28th day of June, 2016

For the Employer

For the Bargaining Unit

Dated at the City of Kawartha Lakes this 28th day of June, 2016

On behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

Louise Clodd, Chairperson

Larry Hope, 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:

Colin Matthew, President

John Mazara, Chief Negotiator

IN THE MATTER OF A COLLECTIVE AGREEMENT MEMORANDUM OF AGREEMENT
Between
TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")
And
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 15
And
THE SECONDARY OCCASIONAL TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15
(hereinafter referred to as the "Local")

Re: Clarification of Central and Local Terms

WHEREAS the Parties have entered Into a collective agreement covering the period September 1, 2014 to August 31, 2017;

AND WHEREAS the collective agreement covering the period September 1, 2014 to August 31, 2017 has been extended to include the period September 1, 2017 August 31, 2019;

NOW THEREFORE the Parties agree that the following Articles and/or Clauses contained in Part B - Local Terms of the collective agreement must be read in conjunction with the following:

L9.00 – GROUP BENEFITS

Please refer to Part A: Central Terms, C7.00 – Benefits (page 6) and Letter of Agreement #4 re: Benefits (page 19) for further information regarding Group Benefits. On the Participation Date, as defined In C7.00, clauses L9.01 through L9.12 shall become null and void and the Board's responsibility for enrolment shall be limited to the data requirements of the carrier.

L10.00 – SICK LEAVE

Please refer to Part A: Central Terms, C9.00 – Sick Leave (page 8) and Letter of Agreement #1 re: Sick Leave (page 16) for further Information regarding Sick Leave.

L11.00 – RETIREMENT GRATUITY PLAN

Please refer to Part A: Central Terms, C6.00 – Vested Retirement Gratuity Voluntary Early Payout Option (page 5) and Appendix A - Retirement Gratuities (page 13) for further Information regarding Retirement Gratuities.

L23.10 – SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

Please refer to Part A: Central Terms, C9.00 - Sick Leave (see f) Sick Leave and STLDP Eligibility for Teachers in a Term Assignment, page 10) and Letter of Agreement #1 re: Sick Leave (page 16) for further information regarding Sick Leave.

L23.12 – BENEFITS FOR LONG TERM OCCASIONAL TEACHERS

Please refer to Part A: Central Terms, C7.00 – Benefits (C7.1 through C7.4, page 6) and Letter of Agreement #4 re: Benefits (page 19) for further information regarding Group Benefits. On the Participation Date, as defined In C7.00, the Board's responsibility for enrolment shall be limited to the data requirements of the carrier.

NOTWITHSTANDING the above references to Group Benefits, the data provided to the Bargaining Unit as set out in clause L9.07 shall be included in clause L5.05 (subject to amendment) during the next round of negotiations.

Dated at the City of Kawartha Lakes this 20th day of June, 2018

For the Employer

For the Bargaining Unit

EXTENDED SALARY GRIDS

Effective September 1, 2017

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	47,517	49,589	51,387	54,113
1	50,379	52,716	54,072	57,046
2	53,241	55,843	56,905	60,146
3	56,102	58,969	59,898	63,427
4	58,961	62,096	63,057	66,898
5	61,824	65,221	66,393	70,568
6	64,685	68,346	69,913	74,451
7	67,548	71,474	73,631	78,558
8	70,406	74,601	77,554	82,903
9	73,617	77,726	81,697	87,500
10	76,491	80,853	86,072	92,362
11	78,991	83,979	90,688	97,503

Effective September 1, 2018

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	47,992	50,085	51,901	54,654
1	50,883	53,243	54,613	57,616
2	53,773	56,401	57,474	60,747
3	56,663	59,559	60,497	64,061
4	59,551	62,717	63,688	67,567
5	62,442	65,873	67,057	71,274
6	65,332	69,029	70,612	75,196
7	68,223	72,189	74,367	79,344
8	71,110	75,347	78,330	83,732
9	74,353	78,503	82,514	88,375
10	77,256	81,662	86,933	93,286
11	79,781	84,819	91,595	98,478

Effective February 1, 2019

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	48,472	50,586	52,420	55,201
1	51,392	53,775	55,159	58,192
2	54,311	56,965	58,049	61,354
3	57,230	60,155	61,102	64,702
4	60,147	63,344	64,325	68,243
5	63,066	66,532	67,728	71,987
6	65,985	69,719	71,318	75,948
7	68,905	72,911	75,111	80,137
8	71,821	76,100	79,113	84,569
9	75,097	79,288	83,339	89,259
10	78,029	82,479	87,802	94,219
11	80,579	85,667	92,511	99,463

Effective August 31, 2019

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	48,714	50,839	52,682	55,477
1	51,649	54,044	55,435	58,483
2	54,583	57,250	58,339	61,661
3	57,516	60,456	61,408	65,026
4	60,448	63,661	64,647	68,584
5	63,381	66,865	68,067	72,347
6	66,315	70,068	71,675	76,328
7	69,250	73,276	75,487	80,538
8	72,180	76,481	79,509	84,992
9	75,472	79,684	83,756	89,705
10	78,419	82,891	88,241	94,690
11	80,982	86,095	92,974	99,960

SUPPLY TEACHER RATES

	Effective Sept. 1/17	Effective Sept. 1/18	Effective Feb. 1/19	Effective Aug. 31/19
Qualified	216.36	218.52	220.71	221.81
Unqualified	190.35	192.25	194.17	195.14

EXTENDED ALLOWANCES

Headships

	Sections	Effective Sept. 1/17	Effective Sept. 1/18	Effective Feb. 1/19	Effective Aug. 31/19
Level 1	1 – 12	1,450	1,465	1,480	1,487
Level 2	13 – 24	2,030	2,050	2,071	2,081
Level 3	25 – 36	3,190	3,222	3,254	3,270
Level 4	37+	4,987	5,037	5,087	5,112
Special Education	N/A	4,987	5,037	5,087	5,112
School Improvement	N/A	1,160	1,172	1,184	1,190
Assistant Dept. Head	N/A	1,160	1,172	1,184	1,190

Positions of Responsibility

	Effective Sept. 1/17	Effective Sept. 1/18	Effective Feb. 1/19	Effective Aug. 31/19
AETC Head	7,318	7,391	7,465	7,502
IB Head	7,318	7,391	7,465	7,502
Coordinator	14,210	14,352	14,496	14,568
Consultant	5,568	5,624	5,680	5,708

CONTINUING EDUCATION

	Effective Sept. 1/17	Effective Sept. 1/18	Effective Feb. 1/19	Effective Aug. 31/19
Summer School (per hour)	42.47	42.89	43.32	43.54
Night School - start (per hour)	42.47	42.89	43.32	43.54
with 4 credits taught (per hour)	46.47	46.93	47.40	47.64
Distance Education (per hour)	42.47	42.89	43.32	43.54
Correspondence (per lesson marked):				
basic	10.01	10.11	10.21	10.26
intermediate	14.07	14.21	14.35	14.42
senior	15.50	15.66	15.82	15.90
Counsellors (per hour)	42.47	42.89	43.32	43.54
Teachers of Home Study (per hour)	42.47	42.89	43.32	43.54