

COLLECTIVE AGREEMENT

between

YORK REGION DISTRICT SCHOOL BOARD

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION,
DISTRICT 16**

September 1, 2019 to August 31, 2022



Available online at:

<https://www.yrdsb.ca/boarddocs/Pages/CollectiveAgreements.aspx>

PART A
CENTRAL TERMS

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

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

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

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

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

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

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

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)

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

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2
BETWEEN**

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #3
BETWEEN**

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

**LETTER OF AGREEMENT #6
BETWEEN**

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

**LETTER OF AGREEMENT #11
BETWEEN**

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

**LETTER OF AGREEMENT #12
BETWEEN**

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
 - 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
 - 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
 - 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
 - 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

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

4.2.0 On-Going Funding

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

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

- e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

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

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

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

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

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

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B
LOCAL TERMS

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PART B – LOCAL TERMS

PART L.A – GENERAL

L.A.1.0 – GENERAL PURPOSE OF AGREEMENT

L.A.1.1 It is the general purpose of this agreement to establish for all secondary school teachers as defined in L.A.4.6 certain allowances, working conditions and benefits, and to provide procedures for the prompt and equitable disposition of local grievances without any interference with the operation of the Board and its schools.

L.A.2.0 – EFFECTIVE PERIOD

L.A.2.1 If no new local agreement is reached by August 31, 2022, this local agreement shall continue in effect in accordance with the provisions of the *Ontario Labour Relations Act*, 1995, Section 86(1), and the *School Boards Collective Bargaining Act* (2014).

L.A.2.2 If this local agreement is renewed under the *Ontario Labour Relations Act*, Section 58(2), Article L.A.2.1 above shall be deemed to have been amended to read September of the appropriate year.

L.A.2.3 Amendments and/or revisions to this local agreement shall be made only by the mutual written consent of the negotiating groups duly authorized by the parties to represent them.

L.A.3.0 – RECOGNITION

L.A.3.1 The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members employed by the Board and

- a) assigned as teachers, as defined in L.A.46, to one or more secondary schools or to perform duties in respect of such schools all or most of the time; and
- b) who are on the Board's roster of occasional teachers who may be assigned to secondary schools.

L.A.3.1.1 The Board recognizes the negotiating team of the District 16 Teacher/Occasional Teacher Bargaining Unit (T/OT BU) as the group authorized to negotiate locally on behalf of OSSTF.

L.A.3.2 The Board recognizes the right of the provincial Ontario Secondary School Teachers' Federation to represent the said teachers and to negotiate locally on their behalf.

L.A.3.3 Either party has the right to authorize legal counsel or an agent designate to represent and/or to negotiate on its behalf.

L.A.3.4 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

L.A.3.5 The Board agrees to support the following Board policies:

- Violence Prevention and Intervention and Non-Code Workplace Related

Harassment – Employees

- Human Rights: Code Related Harassment and Discrimination
- Caring and Safe Schools

L.A.3.6 The Board recognizes its obligations to fulfil all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment based on any reasonable OSSTF business.

L.A.3.7 The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board’s Caring and Safe Schools Policy and Bill 212 (2007). When information is available around significant issues of student behaviour, a Case Management approach will be used to discuss appropriate supports and resources.

L.A.3.8 – TEACHER PERFORMANCE APPRAISAL

L.A.3.8.1 The Board recognizes that Teacher Performance Appraisal and the New Teacher Induction Program shall be conducted in accordance with the *Education Act* and relevant legislation and in accordance with the Board’s policies and procedures. The Board shall consult with District 16 OSSTF T/OT BU prior to making changes to the Board’s policies and procedures with respect to Teacher Performance Appraisal and the New Teacher Induction Program.

L.A.3.8.2 A teacher shall have the right to OSSTF representation, assigned by the T/OT Bargaining Unit President at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory or development needed as per the YRDSB TPA Manual or NTIP Manual. Up to three (3) work days shall be allowed for the teacher to secure OSSTF representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the teacher.

L.A.3.8.3 Teachers, including those in charge of organizational units shall not perform any aspect of formal teacher performance appraisal on members of T/OT Bargaining Unit.

L.A.3.8.4 Teachers who have received formal notification that their Teacher Performance Appraisal will be in the current year may indicate a preference for the semester and class in which they wish to be evaluated. Such preference will be taken into consideration when scheduling TPA and will not be arbitrarily denied.

L.A.3.8.5 A teacher shall be given at least 48 hours notice before a pre-observation meeting. During the pre-observation meeting the administrator and the teacher shall agree upon the date and time for the classroom observation.

L.A.3.8.6 The teacher shall receive the written performance appraisal, signed by the evaluator, within the timelines stipulated by *Regulation 99/02 of the Education Act*.

L.A.3.8.7 Electronic recording devices will not be used to monitor performance related to the TPA process.

L.A.4.0 – DEFINITIONS- GENERAL

Where a term is used in this local agreement and not defined, the definition shall be as found in the Acts and Regulations pertaining to Education in the Province of Ontario which are in effect at the date of the implementation of this local agreement.

L.A.4.1 “Board” means York Region District School Board.

L.A.4.2 “Certification Rating Statement” means the statement issued to a teacher following evaluation by the Qualifications Evaluation Council of Ontario (QECO) using [QECO charts](#) under Program 5.

Historical note: “Certification Rating Statement” may also mean the statement issued to a teacher by the Ontario Secondary School Teachers' Federation Certification Department affirming that it has certified the teacher's qualifications and has placed the teacher in a group in accordance with Certification of OSSTF.

L.A.4.3 “Director” means the Director of Education and Secretary-Treasurer of the Board.

L.A.4.4 “District 16 T/OT BU” means District 16 Teacher /Occasional Teacher Bargaining Unit of the Ontario Secondary School Teachers' Federation.

L.A.4.5 “OSSTF” means the Ontario Secondary School Teachers' Federation.

L.A.4.6 “Teacher” means a person who is a member of the Ontario College of Teachers, who is employed by the Board, who meets the requirements of Teacher as defined in the *Education Act* and who is a statutory member of OSSTF, for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of OSSTF.

L.A.4.7 “Curriculum Consultant/Special Education Consultant” under the terms of this agreement is a teacher as defined in L.A.4.6 who has been appointed to a consultative position (both panels), who assists and advises teachers in regards to programs and methods and who has responsibilities in the organization and presentation of professional development activities.

L.A.4.8 “Curriculum Coordinator” under the terms of this agreement is a consultant as defined in L.A.4.7 who has been appointed to a coordinator position (both panels), who coordinates the activities of consultant services and who facilitates in-service and instructional resource development.

L.A.4.9.1 “Special Facilitator” under the terms of this agreement is a teacher as defined in Article L.A.4.6 who has been appointed to a position responsible for activities relating to Board initiatives. These positions will be one year renewable appointments at the discretion of the Board. The number of these positions shall be at the discretion of the Board. The staffing for these positions will be outside the staffing complement for the purposes of this agreement. Any applicable allowances for these positions shall not be taken from the revenue allocated in the funding formula for Subject Heads. Teachers are entitled to their Position of Responsibility allowances if these positions occur during their four-year terms.

L.A.4.9.2.1 A “Special Facilitator” shall be granted leave for a maximum of two years with the right to return to the same position in the same school if available.

- L.A.4.9.2.2 Notwithstanding L.A.4.9.2.1, if the teacher holds a Position of Responsibility then L.D.2.5.8 shall include the leave to perform the responsibilities of a Special Facilitator.
- L.A.4.9.2.3 If the term outlined in L.A.4.9.2.1 is extended beyond two years, the Special Facilitator shall return to an equivalent position in any school.
- L.A.4.10.1 “School Initiative Facilitator” under the terms of this agreement, is a teacher as defined in Article L.A.4.6 who has been appointed by the Board to a position responsible for activities relating to a special initiative at a particular school. These positions will be one year renewable appointments at the discretion of the Board.
- L.A.4.10.2 In the event that a School Initiative Facilitator is a full or part time release position, the staffing for the School Initiative Facilitator position will be outside the staffing complement for the purposes of this agreement.
- L.A.4.10.3 In the event that a School Initiative Facilitator is not a time release position, the School Initiative Facilitator shall be paid an allowance equivalent to a Level Two head and the allowance will not be taken from the revenue allocated in the funding formula for Subject Heads
- L.A.4.11 “Spouse” shall have the meaning as defined in the *Education Act* Section 1.0.1.

L.A.5.0 – RIGHTS OF PARTIES

- L.A.5.1 Subject to the provisions of this agreement, the teachers of District 16 T/OT BU recognize and accept that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board, including the right to:
 - L.A.5.1.1 hire, transfer, promote;
 - L.A.5.1.2 demote, suspend, discipline, or dismiss subject to the provisions of L.A.6.0;
 - L.A.5.1.3 plan and control the teaching program of the Board, the number of teachers to be employed, the number of students to be allocated to a program, the class size, the assignment of teachers, the subjects to be taught, the selection of individuals to positions of responsibility, the hours of school, the school year and the holidays to be observed and other such responsibilities of the Board as are outlined in Acts and Regulations pertaining to education in the Province of Ontario.
 - L.A.5.1.4 The Board agrees that all rights set forth in Article L.A.5.1 will not be exercised in a manner that is unreasonable or contrary to the provisions of this Collective Agreement.
- L.A.5.2 The Board recognizes the professional competence of teachers and welcomes their participation where possible in the development and organization of courses for secondary schools.
- L.A.5.3 Teacher application forms, recommendations to hire and Acceptance of Position Forms for all teachers who are subject to this agreement shall be accessible to the Chief Negotiator/Staffing Officer and/or the President of OSSTF District 16 T/OT BU, with the written consent of the teacher concerned.

- L.A.5.4 A teacher or designate shall have timely access during normal business hours to all his/her personal data maintained on file by the Board. The teacher or designate shall have the right to make copies of any material contained in such files.
- L.A.5.4.1 The Board will ensure that a teacher receives copies of any materials placed in any of his/her personnel files within three working days.
- L.A.5.4.2 If OSSTF, on behalf of a teacher, disputes the accuracy or completeness of any such information referred to in L.A.5.4, other than an evaluation, the Board shall, within 15 working days from receipt of a written request by OSSTF stating the alleged inaccuracy, either confirm or amend the information and communicate this in writing to OSSTF and to the teacher.
- L.A.5.4.2.1 Where the Board amends information under L.A.5.4.2, the Board shall update all the teacher's personnel files as applicable and notify OSSTF and all persons who received a copy of the information.
- L.A.5.5 Documents contained in a teacher's personnel or school files which are of a disciplinary nature and all supporting documents shall be removed from the files three (3) years, or less at the discretion of the Director or designate, after their date of issue provided that there is no recurrence of behaviour requiring additional disciplinary action.
- L.A.5.6 This collective agreement shall form part of the individual contract of employment between the Board and each teacher employed on any form of contract who is a member of District 16 T/OT BU, and the individual contract shall be deemed to form part of this collective agreement.
- L.A.5.7 There shall be no strike or lock-out during the term of the Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act* and the *School Boards Collective Bargaining Act (2014)*.
- L.A.5.8 The Board and District 16 OSSTF T/OT BU recognize that supervision of school dances, and committee work shall continue on a voluntary basis.
- L.A.5.9 For the purpose of performance evaluation, the Board shall not alter the existing job descriptions of Curriculum Consultants/Special Education Consultants, Curriculum Coordinators and Special Facilitators as defined in Articles L.A.4.7, L.A.4.8 and L.A.4.9 respectively.
- L.A.5.9.1 The Board shall not create new job descriptions for positions referenced in Article L.A.5.9 without prior consultation with District 16 T/OT BU.
- L.A.5.10 In the event that a teacher is required by the Board to cross a legally established picket line and is prevented from doing so or reasonably believes there is a danger to his/her personal safety, the Board shall, if necessary, provide an escort or, alternatively, send the teacher to another work site.
- L.A.5.11 The Board agrees that in accordance with past practice, the District 16 T/OT BU Branch Affiliates may hold meetings at the work site.
- L.A.5.12 A teacher shall notify the Board in writing within fourteen (14) days of any change of address. If a teacher fails to do so, the Board will not be responsible for failure of a notice

to such teacher. Any notice sent by the Board via registered mail or courier to the teacher's address which appears on the Board records shall be conclusively deemed to have been received by the teacher.

L.A.6.0 – JUST CAUSE

- L.A.6.1 No teacher shall be demoted, suspended, disciplined or dismissed without just cause.
- L.A.6.2 If the Board requires a teacher to meet with his/her supervisor in order to formally investigate the professional conduct of a teacher or in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present and will inform the OSSTF T/OT District 16 Office that the meeting is to take place. If the teacher elects to have OSSTF representation or if T/OT Bargaining Union President or designate elects to be present, no discussion of the issues will take place until the OSSTF representative is present in a timely fashion.

L.A.7.0 – GRIEVANCE AND ARBITRATION PROCEDURE

The following process pertains to grievances grieved locally, whether on local or central matters.

- L.A.7.1 The purpose of this Article is to establish a prompt and equitable procedure for the settlement of grievances.

L.A.7.2 – DEFINITIONS

- L.A.7.2.1 A "grievor" shall mean the Board or District 16 T/OT BU acting on behalf of a teacher or a group of teachers when filing a grievance.
- L.A.7.2.2 A "complaint" shall mean a difference in interpretation, application or alleged violation of this agreement.
- L.A.7.2.3 A "grievance" shall mean a complaint specified on a written grievance form or a grievance initiated under the provisions of L.A.7.10.
- L.A.7.3 Teachers and District 16 T/OT BU are required to follow the procedures laid down in these articles in respect of a grievance and/or arbitration and any teacher or group of teachers, as the case may be, who appeals directly to any Superintendent or trustee of the Board shall thereby forfeit all rights under this article.
- L.A.7.3.1 The Board and OSSTF agree that any step of the grievance procedure, with mutual consent of both parties, may be omitted from the process.
- L.A.7.4 Time limits specified in the Grievance Procedure may be amended by mutual agreement in writing by the parties to the grievance.
- L.A.7.5 If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.
- L.A.7.6 Parties to the grievance shall furnish one another with any pertinent information relevant to the grievance in a timely fashion. Notwithstanding the above, the parties reserve the

right to present additional information at the Step 2 grievance meeting or at arbitration.

L.A.7.7 A teacher who has a complaint may discuss it with his/her principal or immediate supervisor if other than a principal. Such complaint shall be brought to the attention of the principal/supervisor within ten (10) instructional days of the incident giving rise to the complaint or circumstances giving rise to the complaint having come or ought to have come to the attention of the teacher. The principal/supervisor shall state his/her answer verbally within five (5) instructional days of receiving the complaint.

L.A.7.8 Step 1:

If any of the parties in L.A.7.3 are dissatisfied with the answer to the complaint, the Board or District 16 T/OT BU may refer such matter on a written grievance form to the Director or designate who shall answer the grievance in writing within ten (10) instructional days. The complaint shall constitute a formal grievance at Step 1, and shall be filed within ten (10) instructional days of receipt of the reply of the principal or immediate supervisor to the complaint. The grievance shall specify the article or articles and subsections of this agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the teacher and/or OSSTF. Either party can request that a meeting take place prior to a reply being given at Step 1. The meeting will include the grievor, the Federation Representative, the Director or designate and the Principal and/or his/her designate.

L.A.7.9 Step 2:

If no settlement is reached at Step 1, the teacher, representatives of District 16 T/OT BU and of the Board shall meet within fifteen (15) instructional days of receipt of the reply of the Director or designate to present the grievance to the grievance panel of up to three (3) members of Senior Management Supervisory Officers appointed by the Director or designate. The members of Senior Management involved in the grievance panel shall not have had any prior decision-making involvement in the matter. If the grievance is not settled within ten (10) instructional days from the date of the Step 2 meeting, it may be referred to arbitration as provided in L.A.7.12 – L.A.7.18. When the grievance panel meets to make its decision, no teacher or other OSSTF participant in the discussion shall be present. The supervisory officers involved in the grievance panel shall not have had any prior decision making involvement in the matter.

L.A.7.10 District 16 T/OT BU or the Board may initiate a grievance relating to the interpretation, application or alleged violation of this agreement, beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) instructional days of the incident giving rise to the grievance having come or ought to have come to the attention of the grievor and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under L.A.7.12 – L.A.7.18 by either District 16 in the case of a District 16 grievance or the Board in the case of a Board grievance.

L.A.7.11 Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, 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 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/ arbitration procedure shall continue from the point at which they were frozen.

- L.A.7.12 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any Grievance Procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator.
- L.A.7.13 Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the written notification of desire to move to arbitration, or upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice 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 five (5) instructional days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair, within the time limit, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it. The decision of the Arbitration Board shall govern. If there is no majority, the decision of the Chair shall rule. The powers of the Arbitration Board shall be as established under the *Ontario Labour Relations Act*.
- L.A.7.14 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as a single arbitrator or as a member of the Arbitration Board unless mutually agreed to by the Union and the Board.
- L.A.7.15 Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties will jointly share the expenses of the single Arbitrator or the Chair of the Arbitration Board, if any.
- L.A.7.16.1 The single Arbitrator or Board of Arbitration shall have the authority as outlined in the *Labour Relations Act*.
- L.A.7.16.2 Notwithstanding L.A.7.16.1, the single Arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a regulation thereunder or the provisions of this agreement, nor to alter, modify, add to or amend any part of this agreement.
- L.A.7.17 Time limits specified in the Arbitration Procedure may be amended by mutual agreement in writing by the parties to the arbitration.
- L.A.7.18 Should the investigation by the Board or the steps in the grievance/arbitration procedure require that an involved teacher be released from regular duties, the teacher shall be released without loss of salary or benefits and, in the case of a classroom teacher, an occasional teacher will be used to cover that teacher's duties if the absence is for one half day or more.

L.A.8.0 – FEDERATION FEES

- L.A.8.1 On each pay date on which a teacher is paid, the Board shall deduct from each teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board.
- L.A.8.1.1 The OSSTF dues deducted in Article L.A.8.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, the employee identification number, annual salary, and the amounts deducted.
- L.A.8.2 The Board also agrees to deduct District 16 T/OT BU dues from its teachers on a semi-annual basis or as otherwise mutually agreed and to forward these to the T/OT BU District 16.
- L.A.8.2.1 Dues specified by District 16 in Article L.A.8.2 shall be deducted and remitted to the Treasurer, District 16 at 110 Pony Drive, Unit 6, Newmarket, Ontario, L3Y 7B6 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers and the amounts deducted.
- L.A.8.3 Pursuant to L.A.8.1 and L.A.8.2 OSSTF and District 16 must inform the Board no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.
- L.A.8.4 OSSTF and/or District 16, 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 District 16.

L.A.9.0 – CRIMINAL BACKGROUND CHECKS

- L.A.9.1 For existing employees, the Board shall pay all costs associated with the Canadian Police Information Check (CPIC) or offence declaration, pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law, provided that the teachers use the Police Service designated by the Board.
- L.A.9.2 The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law are 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/or designate and the teacher and/or designate.

L.A.10.0 – STAR SYSTEM

- L.A.10.1 It is the responsibility of the Board to ensure that all teachers are trained in the operating procedures of the dispatch system. Each teacher shall receive a copy of the written instructions.

L.A.11.0 – ATTENDANCE MANAGEMENT

- L.A.11.1 No changes to the current policy or rules addressing attendance management issues shall be implemented without the employer first consulting with District 16 T/OT BU.
- L.A.11.2 The Board and District 16 T/OT BU agree to meet at least once per year to review the design and implementation of the Board’s Employee Attendance Support Program (EASP) or any other attendance management Policy or Program.

L.A.12.0 – SCHOOL YEAR

- L.A.12.2 Teachers shall not be required to work any days in excess of the school year defined in L.A.12.1

L.A.13.0 – PROFESSIONAL LEARNING COMMUNITIES

- L.A.13.1 The parties recognize the importance of professional learning for teachers. Involvement in Professional Learning Communities shall be voluntary and not used in a Teacher Performance Appraisal.

L.A.14.0 – OSSTF PA DAY

- L.A.14.1 Subject to Ministry constraints on the use of PA days, one (1) Ministry approved Professional Activity Day may be designated annually as an OSSTF District 16 Professional Activity Day. The date shall be chosen in consultation with OSSTF. The theme, content and program structure, as recommended by OSSTF, shall be mutually agreed upon by a joint Board and OSSTF PA Day Steering Committee.

L.A.15.0 – LIAISON COMMITTEE

- L.A.15.1 The parties to this agreement shall form a Liaison Committee to meet each month or whenever necessary to explore system concerns in an attempt to informally resolve any issues that may arise. The intent of the Committee is to serve the mutual needs of the Board and of the Union in order to facilitate the maintenance of a harmonious relationship between the two parties. The Committee shall be co-chaired by the Director of Education and the District OSSTF President. Other personnel from the Board and from the Union as are deemed appropriate by either party shall attend these meetings.

L.A.16.0 – RECORD OF EMPLOYMENT FOR EI REPORTING

- L.A.16.1 For the sole and exclusive purpose of reporting the insurable hours under the *Employment Insurance Act*, a teacher shall be deemed to have worked the number of hours agreed upon by the parties.

L.A.17.0 – ONTARIO COLLEGE OF TEACHERS

- L.A.17.1 The Board will inform OSSTF in writing within 48 hours of the Board making a report to the Ontario College of Teachers concerning a bargaining unit member.

SECTION L.B. – SALARY

L.B.1.0 – SALARY GROUPS

- L.B.1.1 A teacher shall be paid in the salary group as determined by his/her Certification Rating Statement with exceptions noted below.
- L.B.1.2 The teacher has the responsibility of reporting his/her Certification Rating Statement or any change therein to the Superintendent responsible for Human Resource Services.
- L.B.1.3 When a teacher completes all the requirements for raising his/her salary group prior to September 1 of any year, he/she shall be paid the higher salary group rate subject to the provision of this agreement effective September 1 of that year on the condition that the new Certification Rating Statement is filed with the Board by December 31 or, if this is impossible through no fault of the teacher, that a "notice of expected change" along with an explanation of the delay in filing the new Certification Rating Statement is filed with the Board by December 1 of that year. Failing this, the salary increase shall be made effective on the 1st day of the month following the month in which the new Certification Rating Statement was filed with the Board.
- L.B.1.4 **REPORTING SALARY GROUP CHANGE**
- L.B.1.4.1 Where the qualification required for raising a salary group is completed during the period September 1 to December 31 of any year, the increase in salary shall be effective January 1 of the next year provided the Certification Rating Statement is filed with the Board prior to May 1 of the year in which the increase is to be effective.
- L.B.1.4.2 If the Certification Rating Statement is filed on or after May 1, the increase in salary shall be effective September 1 of the calendar year in which the Certification Rating Statement is filed.
- L.B.1.4.3 Any amendment in the official Certification shall, for the purpose of this agreement, be effective on September 1, following the adoption of the amendment, subject to agreement of the parties.
- L.B.1.5 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, teaching experience and responsibility.
- L.B.1.6 Teachers shall make available to the Board through their principal documentation of their qualifications and experience.

L.B.2.0 – PLACEMENT ON THE GRID

- L.B.2.1 Secondary or elementary school teaching experience in Ontario as a permanent or probationary employee on a full time basis is used to find the step on the grid. This is to be adjusted by the following:
- L.B.2.2 Teaching experience in other schools or jurisdictions other than in Ontario may be used at the discretion of the Director to establish the step on the grid at the time the teacher is entering the system. A statement of equivalency from the Ministry of Education of Ontario

shall be acceptable.

L.B.2.3 Teaching experience in fractions of years (part time or part year) shall be converted to fractions of a step on the grid as of the beginning of each school year provided that they were a regular day school teacher or an occasional teacher for a continuous period of ten (10) days or more either with the York Region District School Board or its predecessor boards or with another Board of Education or with any newly formed District School Board as defined by the *Education Act*, or with any of their predecessor boards. Experience for a part of a year may not be counted during the same school year but may be credited as of the next school year in those cases where a teacher joins the Board on some date other than September 1 and where the teacher had experience during the school year in which he/ she joined the Board.

L.B.2.4 For a teacher who accepts a temporary non-teaching assignment with the Board, the time covered by the temporary assignment shall be counted as experience.

L.B.2.5 – RELATED EXPERIENCE

L.B.2.5.1 “Related Experience” is defined as experience in which the content is directly related to the subjects taught in the current high school curriculum. Teachers shall apply for related experience at the time of hiring for payment of related experience in their first year of teaching or shall apply by June 30 in their first year of teaching for payment of related experience in their second year of teaching. Teachers may only apply for related experience at the times noted. The Board must inform the teacher in writing of the related experience provisions of the collective agreement and provide the teacher with any relevant forms, including the process, within thirty (30) days of the time of hire.

L.B.2.5.1.1 Notwithstanding L.B.2.5.1, should teachers not receive their timetables by June 30, the teachers may apply for related experience by September 15 of the following year.

L.B.2.5.2.1 Effective September 1, 2009 for purposes of placement on the grid, related experience will be credited at the rate of one (1) year of related experience equal to one (1) year of teaching up to a maximum of five (5) years. The onus shall be on the teacher to provide verification of the type and length of experience.

L.B.2.5.2.2 For teachers employed effective September 1977 or subsequently, related experience over and above the requirements for admission to a course leading to Technological Studies qualifications as set out in Regulation 184 at an Ontario Faculty of Education, shall be credited at the time of hiring at the rate of one (1) year of related experience equal to one (1) year of teaching up to a maximum of five (5) years.

L.B.3.0 – SALARY SCHEDULE

L.B.3.1.1 Secondary Grid:

Effective September 1, 2019

Year	Group 1	Group 2	Group 3	Group 4
0	48,194	49,794	53,738	56,281

1	51,532	53,474	57,831	60,786
2	54,866	57,159	61,917	65,284
3	58,197	60,840	66,011	69,790
4	61,533	64,526	70,097	74,299
5	64,869	68,209	74,187	78,791
6	68,199	71,892	78,282	83,299
7	71,539	75,579	82,371	87,801
8	74,870	79,261	86,462	92,307
9	78,202	82,947	90,552	96,805
10	81,545	86,628	94,634	101,312

Effective September 1, 2020

Year	Group 1	Group 2	Group 3	Group 4
0	48,676	50,292	54,275	56,844
1	52,047	54,009	58,409	61,394
2	55,415	57,731	62,536	65,937
3	58,779	61,448	66,671	70,488
4	62,148	65,171	70,798	75,042
5	65,518	68,891	74,929	79,579
6	68,881	72,611	79,065	84,132
7	72,254	76,335	83,195	88,679
8	75,619	80,054	87,327	93,230
9	78,984	83,776	91,458	97,773
10	82,360	87,494	95,580	102,325

Effective September 1, 2021

Year	Group 1	Group 2	Group 3	Group 4
0	49,163	50,795	54,818	57,412
1	52,567	54,549	58,993	62,008
2	55,969	58,308	63,161	66,596
3	59,367	62,062	67,338	71,193
4	62,769	65,823	71,506	75,792
5	66,173	69,580	75,678	80,375
6	69,570	73,337	79,856	84,973
7	72,977	77,098	84,027	89,566
8	76,375	80,855	88,200	94,162
9	79,774	84,614	92,373	98,751
10	83,184	88,369	96,536	103,348

L.B.3.2 Part-Time Teacher Salary Schedule

For a part-time teacher, salary shall be pro-rated based on the salary grid in Article L.B.3.1.1. The salary shall be pro-rated in the ratio that the teacher's assignment bears to a full-time assignment as defined in Article L.E.2.2.1. Such pro-rating shall be administered in accordance with the following:

- 1 period = .1667 salary
- 2 periods = .3333 salary
- 3 periods = .5000 salary
- 4 periods = .6667 salary
- 5 periods = .8333 salary
- 6 periods = 1.0000 salary

It is understood that Alternative Professional Assignments as defined in Part B – section L.E of this local agreement are in addition to the period assignments outlined above.

- L.B.3.2.1 In semestered schools, part-time teachers shall be paid on the basis of their workload each semester.
- L.B.3.2.2 Part-time teachers who teach in one semester/term only shall be paid on the basis of their workload each semester/term.
- L.B.3.2.3 These provisions apply as well to school-based members of the bargaining unit who have all non-classroom assignments or a combination of classroom and non- classroom assignments.

L.B.4.0 – ADDITIONAL ALLOWANCES

- L.B.4.1 An allowance shall be paid to a teacher for one additional degree only, subject to the following:
 - L.B.4.1.1 a degree must be an additional degree beyond any degree for which credit is given in group placement;
 - L.B.4.1.2 the degree of highest standing shall be the one recognized for the allowance;
 - L.B.4.1.3 C.A., C.M.A., C.G.A. and any other professional appellation which is deemed appropriate by the Director and which is specifically agreed upon by the Board and District 16 T/OT BU will be paid an additional degree allowance;
 - L.B.4.1.4 any degree which, in the opinion of the Director, is not equivalent to the corresponding degree from a recognized Canadian university may be ruled by him/her as ineligible for an additional degree allowance; but a statement of equivalency from the Ministry or from any Canadian university shall be accepted;
 - L.B.4.1.5 any degree not specifically mentioned in L.B.4.2 which in the opinion of the Director is the equivalent of one of the degrees referred to in the said article shall earn the allowance shown by the degree to which it is considered equivalent;
 - L.B.4.1.6 no allowance shall be paid for an honorary degree;
 - L.B.4.1.7 the onus is on the teacher to claim and to prove the conditions stated within two (2) years of completion of the degree;
 - L.B.4.1.8 the allowance shall be paid in full regardless of the part-time or full-time status of the teacher.
- L.B.4.2 The allowance for an additional degree, subject to L.B.4.1, shall be as follows:

1 Sept 2019	
PH.D. or Ed.D.	1,575
Master’s Degree	1,239
Second Bachelor’s Degree (if the content is directly related to the subject taught)	446

B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained before the year of teacher training)	446
Professional Appellations (as defined in L.B.4.1.3)	668

1 Sept 2020	
PH.D. or Ed.D.	1,591
Master's Degree	1,251
Second Bachelor's Degree (if the content is directly related to the subject taught)	450
B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained before the year of teacher training)	450
Professional Appellations (as defined in L.B.4.1.3)	675

1 Sept 2021	
PH.D. or Ed.D.	1,607
Master's Degree	1,264
Second Bachelor's Degree (if the content is directly related to the subject taught)	455
B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained before the year of teacher training)	455
Professional Appellations (as defined in L.B.4.1.3)	682

L.B.4.3

Responsibility allowances for Subject Heads will be determined by the number of sections in the Subject Group in L.D.2.4.1 on October 31 of each year as below:

Effective September 1, 2019

Level One 6-9 Sections	Level Two 10-12 Sections	Level Three 13-24 sections	Level Four 25-36 sections	Level Five 37+ sections	Assistant 49 or more sections
\$900	\$1,202	\$2,102	\$3,302	\$4,682	\$900

Effective September 1, 2020

Level One 6-9 Sections	Level Two 10-12 Sections	Level Three 13-24 sections	Level Four 25-36 sections	Level Five 37+ sections	Assistant 49 or more sections
\$909	\$1,214	\$2,123	\$3,335	\$4,729	\$909

Effective September 1, 2021

Level One 6-9 Sections	Level Two 10-12 Sections	Level Three 13-24 sections	Level Four 25-36 sections	Level Five 37+ sections	Assistant 49 or more sections
\$918	\$1,226	\$2,144	\$3,368	\$4,776	\$918

For the purposes of calculating sections, the total number shall include all elementary classes for which the department is responsible.

For compensation matters only, should the number of sections be one-half more than the maximum in a level, the number will be rounded up the next level.

These levels of remuneration will be revised annually based on the both the actual ADE and the actual number of sections for the year as of March 31 in order that the responsibility allowances and benefits match the actual revenue allocated in the funding formula for Subject Heads. The revised remuneration adjustments, if any, will be made no later than the last pay period in May.

- L.B.4.3.1 Subject groupings with 49 or more sections will be eligible for an Assistant Subject Head. Assistant Subject Heads will be compensated on a pro-rated basis in the event that the job is terminated prior to the end of the school year due to section adjustments.
- L.B.4.3.2 The allowance for an Interim Subject Head/Assistant Subject Head shall be the full allowance for a Subject Head/Assistant Subject Head in accordance with Article L.B.4.3 and L.B.4.3.1.
- L.B.4.3.3 The allowance for an Acting Subject Head/Assistant Subject Head shall be the full allowance for a Subject Head/Assistant Subject Head in accordance with the respective

Articles L.B.4.3, and L.B.4.3.1.

L.B.4.4 The allowance for a Curriculum Consultant shall be:

September 1, 2019: \$9,269

September 1, 2020: \$9,362

September 1, 2021: \$9,456

L.B.4.5 The allowance for a Curriculum Coordinator shall be:

September 1, 2019: \$10,596

September 1, 2020: \$10,702

September 1, 2021: \$10,809

L.B.5.0 – METHODS OF PAYMENT

L.B.5.1 Three point eight five percent (3.85%) of the teacher's annual salary shall be paid on the first Friday after Labour Day and on every second Friday thereafter. The remainder of whatever the teacher shall have earned to the end of the school year shall be paid on the last school day in June, or 14 days after the penultimate pay in June whichever is later. In any instance the final pay will be no later than June 30.

L.B.5.1.1 New hires will be paid on the regularly scheduled pay date that falls at most 28 calendar days after the first teaching day.

L.B.5.2 The salary shall be deposited at the bank branch of the teacher's choice.

If the teacher requests that his/her salary be deposited in a trust company or credit union which is not on the CIBC electronic network (service code 1), he/she may not receive his/her salary on the regular pay dates as specified in L.B.5.1. The funds will be deposited at a later date whenever the processing of the pay by the banking institution is completed. The teacher assumes full responsibility with regards to any consequences, which arise from choosing an institution which is not on the CIBC electronic network (service code 1).

If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred, such additional charges will be deducted from the teacher's salary.

SECTION L.C. - BENEFITS

L.C.1.0 – See Central C7.0

L.C.2.0 – SICK LEAVE PLAN

L.C.2.1 Administration

L.C.2.1.1 The system shall be administered by the Director and subject to the final authority of the Board.

- L.C.2.1.2 The Director shall keep a register or registers in which shall be entered the sick leave allocation, as per Part A (Central Agreement) and the deductions therefrom, and shall provide each teacher online access to current sick leave usage information.
- L.C.2.1.3 Permanent part-time teachers shall benefit under the plan on a pro-rata basis of the time employed and salary.
- L.C.2.1.4 For the purposes of the sick leave/Short Term Leave and Disability plan the working year shall be September 1 to June 30 of the succeeding year. In those schools that begin before September 1, the working year shall begin on the first day of school.
- L.C.2.2 Teacher Absences
 - L.C.2.2.1 The application to the Director or designate for payment for periods of illness shall be submitted through the normal channels. When the illness is for a period not exceeding five days, this absence may be certified by the Superintendent of Schools under his/her authority. When the period of absence exceeds five days in any one month or when the Director or designate requests it, a medical certificate shall be supplied by an independent duly qualified medical or dental practitioner. When the illness is for a period exceeding five days, it shall be certified in writing by a duly qualified medical or dental practitioner.
 - L.C.2.2.2 All detailed medical information shall be maintained in a separate file by the Board's Superintendent of Human Resource Services or designate. Teachers' personnel files will not contain copies of detailed medical information.
 - L.C.2.2.3 Medical certificates used to verify absence due to illness will be retained solely in Human Resource Services in a confidential file. Certificates will be retained for the current school year plus one and then shredded.
 - L.C.2.2.4 There shall be no deduction from pay or sick leave due to absence, up to a maximum of five days per school year, for the following reasons:
 - L.C.2.2.4.1 the severe illness or death of an immediate family member (or equivalent) such as parent/guardian, spouse/partner, child or sibling.
 - L.C.2.2.4.2 writing of examinations (maximum 1 day per exam);
 - L.C.2.2.4.3 teacher's own convocation or convocation of teacher's spouse, teacher's son, teacher's daughter, (maximum 1 day for each occasion);
 - L.C.2.2.4.4 moving (maximum 1 day per occasion);
 - L.C.2.2.4.5 funeral (maximum 1 day per occasion);
 - L.C.2.2.4.6 birth or adoption of employee's child where individual is not accessing pregnancy/parental leave (maximum 5 consecutive days to be taken upon release of the child into the care, custody or control of the employee and where the employee is not accessing adoption leave);
 - L.C.2.2.4.7 for the purposes of an observance of a religious holiday, for an additional two (2) days beyond those referenced in L.C.2.3.5;

- L.C.2.2.4.8 at the discretion of the Principal, a permitted absence from employment of a teacher for reason of an emergency (each such absence shall be reported to the Board);
- L.C.2.2.4.9 at the discretion of the Director or designate, a permitted absence from employment when such absence results from urgent personal problems or exceptional circumstances, but each such absence shall be reported to the Board. This could include urgent personal business which can be conducted only on a school day.
- L.C.2.2.4.10 Notwithstanding L.C.2.2.4 Teachers may request up to three (3) unpaid additional days per year as follows:
1. To attend to unavoidable or extraordinary personal matters;
- or
2. To attend to personal matters, subject to their job being scheduled to be filled by an Occasional Teacher, if required, for the day of the leave.
- It is understood that the teacher taking this leave shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including the preparation of report cards and exams.
- Such leaves will not normally be granted the first week following the start of the semester, abutting school breaks, mark reporting, or the week prior to the start of exams, or the exam period.
- Requests for leaves must be made through the e-form process, are subject to approval by the Board and may not be taken in conjunction with any other unpaid leaves.
- L.C.2.2.5 A teacher may within 30 days from the date of any decision respecting his/her sick leave or other absence days appeal such a decision by grieving according to the established procedure.
- L.C.2.2.6 The provisions of L.C.2.2.4 – L.C.2.2.5 shall be administered in accordance with Employment Insurance regulations.
- L.C.2.3 Workplace Safety Insurance Board (WSIB) Top Up Benefits
- L.C.2.3.1 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary as per C7.4 in Part A (Central Agreement). Payments by the Workplace Safety Insurance Board shall be made to the school board.
- L.C.2.3.1.1 The top-up amount shall be paid for a maximum of four years and six months. L.C.2.3.1.2If, 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.
- L.C.2.3.2 Leave of absence without pay may be requested by the teacher before March 1 for the following year and shall be granted at the discretion of the Director or designate provided there seems good reason for such leave rather than a resignation. Under exceptional

circumstances leave of absence without pay may be granted at any time on the recommendation of the Director or designate. During such leave no fringe benefits shall be paid and no sick leave shall accrue. A teacher returning from unpaid leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement). The teacher's return would normally be at the beginning of a term or whenever a suitable vacancy was available.

L.C.2.3.3 There shall be no deduction from either pay or the sick leave of a teacher absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, provided that the teacher pays the Board any fee exclusive of travelling allowance and living expenses that he/she receives as a juror or as a witness.

L.C.2.3.4 There shall be no deduction from either pay or sick leave of a teacher absent from duty by reason of:

- (i) quarantine, providing the teacher is not the person who is ill;
- (ii) attendance at conferences and conventions as approved within Board policy;
- (iii) participation in professional development programs within the policy of the Board and approved by the Superintendent of Schools.

L.C.2.3.5 There shall be no deduction from either pay or the sick leave of a teacher absent from duty by reason of an observance of a religious holiday. This shall apply only to the first three (3) days used by a teacher for this purpose.

L.C.3.0 – RETIREMENT GRATUITY

L.C.3.1 A teacher eligible for a retirement gratuity as specified in Central Agreement Appendix A – Retirement Gratuities shall be paid the amount of retirement gratuity applicable to the teacher on August 31st, 2012.

L.C.3.2.1 A teacher retiring for age or health reasons shall be paid a gratuity sum based on:

- (i) annualized salary on August 31st, 2012;
- (ii) number of days in the retirement gratuity account on August 31st, 2012.

L.C.3.2.2 A teacher retiring for health reasons shall obtain a medical certificate stating the need for such early retirement from a doctor. A teacher who immediately on retirement receives a disability pension in accordance with the provisions of the *Teachers' Pension Act* shall be considered to have retired for health reasons. No gratuity shall be payable if retirement is due to pregnancy.

L.C.3.2.3 A teacher retiring for age shall include those teachers whose combined age and years of credit in the Teachers' Pension Fund totals at least 80, or who are eligible to receive a pension immediately upon retirement from the Board in accordance with the provisions of the *Teachers' Pension Act*.

L.C.3.4 – CALCULATION OF GRATUITY

Calculation of gratuity will be the total of L.C.3.4.1.1 and L.C.3.4.1.2.

L.C.3.4.1.1 For service up to August 31, 1976:

$$\frac{\text{No. of days in gratuity account accumulated under provisions of Policy \#57}}{200} \times (\text{Annualized Salary on August 31}^{\text{st}}, 2012)$$

L.C.3.4.1.2 For services from September 1, 1976 to on August 31st, 2012:

The following table shall be used for calculating gratuity amounts:

Total number of uninterrupted years of service with York Region incl. predecessor boards	Percentage Payable in accordance with C2.0
Up to 5 years	0
5 years	10
6	16
7	22
8	28
9	34
10	40
11	46
12	52
13	58
14	64
15	70
16	76
17	82
18	88
19	94
20	100

L.C.3.4.2.1 Subject to L.C.3.4.2.2, the gratuity shall be payable in one payment within thirty-five (35) days of retirement or by the end of January of the following year at the option of the teachers.

L.C.3.4.2.2 A teacher who intends to retire must provide two (2) months written notice prior to the date of retirement. If such notice is not received, any retirement gratuity owing will be paid up to two (2) months after the date of retirement.

L.C.3.5 In the event of the death of a teacher while in the service of the Board a calculation

shall be made of the service gratuity which would have been paid to the teacher had he/she retired on August 31st, 2012 and this shall be paid to his/her personal representative or next of kin at the discretion of the Board.

L.C.4.0 – SPECIAL LEAVE OF ABSENCE

- L.C.4.1 Special leave may be granted for purposes of parental leave or for purposes of study or travel or for such other reasons as may seem appropriate to the Board.
- L.C.4.2 Application for special leaves of absence shall be presented to the Board. The Board shall notify the applicant of its decision.
- L.C.4.3 Teachers on special leave of absence shall not be paid a salary or employee benefits during the period of the leave, but they may retain their membership in any insurance plan by paying full premiums where this is within the Board's contract with the insurer.
- L.C.4.4 A teacher on special leave of absence is considered to be in the employment of the Board.
- L.C.4.5 A teacher who has been granted a special leave which ends in August of any year shall notify the Board prior to March 1 of that year whether he/she intends to return to employment with the Board in the following September.
- L.C.4.6.1 Following the teacher's return to duty, the teacher shall be guaranteed the same position at the same school provided the leave is for one year or less.
- L.C.4.6.2 If the leave is for more than one year but not greater than two years, and should a vacancy exist for which the teacher is qualified, then the teacher will be given a position in the same school/department, if according to the application of L.D.7.4.1.1, the teacher would not normally be declared surplus. If no such position exists the teacher shall be guaranteed a position with the Board.
- L.C.4.6.3 Following the application of L.C.4.6.2, if a suitable position arises within two (2) years in the school from which the teacher has been declared surplus, that teacher shall be offered the position provided that the teacher indicates in writing interest in such a position during the school year in which the teacher was declared surplus. If the teacher declared surplus is offered a position at the original school and declines the offer, the provisions of this article shall no longer apply.

L.C.5.0 – PREGNANCY/PARENTAL LEAVE

- L.C.5.1 Pregnancy/Parental Leave will be granted pursuant to the *Employment Standards Act* in effect at the time the leave is requested.
- L.C.5.2 Pursuant to the terms of the Act, a teacher shall notify the principal as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.
- L.C.5.3 The teacher shall not work and the Board shall not cause or permit her to work until at least six weeks after the delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.
- L.C.5.4 Any teacher returning from Pregnancy/ Parental Leave shall return to the same school/department and position. The teacher shall return to duty with the same FTE status

unless a different FTE status is agreed to by the teacher and the Board.

- L.C.5.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Pregnancy/Parental Leave.
- L.C.5.6 A teacher returning from Pregnancy/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.
- L.C.5.7 A teacher returning from Pregnancy/Parental Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).

L.C.6.0 – INFANT CARE LEAVE

- L.C.6.1 A teacher must have been employed by the Board for at least two years to be eligible for an Infant Care Leave following a Pregnancy/ Parental Leave. The application for an Infant Care Leave should be made at the same time as the teacher applies for Pregnancy/Parental Leave or no later than 30 days prior to the date the Pregnancy/ Parental Leave is to end.
- L.C.6.2 If a teacher does not plan to take a Pregnancy/Parental Leave for reasons of being on vacation, holidays or leave, the teacher may still apply for Infant Care Leave but such leave shall commence only on the first school day following the expected date of delivery.
- L.C.6.3 The application for Infant Care Leave shall include the expiration date of the leave, which shall be in accordance with L.C.6.5.1 or L.C.6.5.2.
- L.C.6.4 Except as set out in L.C.6.2, Infant Care Leave shall commence immediately following the last day of Pregnancy/Parental Leave.
- L.C.6.5.1 In non-semestered schools, where a teacher's Infant Care Leave or a combined Pregnancy/ Parental/Infant Care Leave ends on (a) December 31 or February 1 or at the end of a term or (b) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year.
- L.C.6.5.2 In semestered schools, where a teacher's Infant Care Leave or a combined Pregnancy/Parental/ Infant Care Leave ends on (a) the end of a semester or (b) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year.
- L.C.6.6 The sum of a Pregnancy/Parental/Infant Care Leave granted under this collective agreement shall not exceed two years.
- L.C.6.7 A teacher on Infant Care Leave shall not be paid employee benefits during the period of leave. Such teacher may retain his/her membership in any plan to which he/she was registered by paying full premiums applicable where this is within the terms of the insurer.
- L.C.6.8 A teacher returning to employment with the Board during the same school year in which the Pregnancy/Parental/Infant Care Leave began shall have the right to return to the same school/department and position, where practicable, but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same

school year, the teacher will be given a position in the same school/department if according to the application of L.D.7.4.1.1, the teacher would not normally be declared surplus.

L.C.6.9 A teacher on Pregnancy/Parental Leave and/or Infant Care Leave is considered to be in the employment of the Board.

L.C.6.10 A teacher returning from Infant Care Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).

L.C.7.0 – ADOPTION LEAVE (PARENTAL)

L.C.7.1 Adoption/Parental Leave will be granted pursuant to the *Employment Standards Act* in effect at the time the leave is requested.

L.C.7.2 A teacher shall be eligible for an Adoption/Parental Leave according to the provisions of the *Employment Standards Act* in effect at the time the leave is requested.

L.C.7.3 Such leave shall not qualify any teacher for payment from the sick leave plan.

L.C.7.4 Any teacher commencing an Adoption/Parental leave of 35 weeks or less shall return to the same school/department and position.

L.C.7.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Adoption/Parental Leave.

L.C.7.6 A teacher returning from Adoption/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.

L.C.7.7 A teacher returning from Adoption/Parental Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).

L.C.8.0 – CHILD CARE LEAVE

L.C.8.1 A teacher must have been employed by the Board for at least two years to be eligible for a Child Care Leave following an Adoption / Parental Leave. The application for a Child Care Leave should be made at the same time as the teacher applies for Adoption Leave or no later than 30 days prior to the date the Adoption/Parental Leave is to end.

L.C.8.2 If a teacher does not require Adoption/ Parental Leave for reasons of being on vacation, holidays or leave, the teacher may still apply for Child Care Leave, but such leave shall commence only on the first school day following the adoption of the child.

L.C.8.3 The application for Child Care Leave shall include the expiration date of the leave, which shall be in accordance with L.C.8.5.1 or L.C.8.5.2.

L.C.8.4 Except as set out in L.C.8.2, Child Care Leave shall commence immediately following the last day of Adoption/Parental Leave.

L.C.8.5.1 In non-semestered schools, where a teacher's Child Care Leave or a combined Adoption/Parental/Child Care Leave ends on (a) December 31 or February 1 or (b) August

31, the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year.

- L.C.8.5.2 In semestered schools, where a teacher's Child Care Leave or a combined Adoption/Parental/ Child Care Leave ends on (a) the end of a semester or (b) August 31, the teacher shall be given credit for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year.
- L.C.8.6 The sum of an Adoption/Parental/Child Care Leave granted under this collective agreement shall not exceed two years.
- L.C.8.7 A teacher on a Child Care Leave shall not be paid employee benefits during the period of leave. A teacher may retain his/her membership in any plan to which he/she was registered by paying full premiums applicable where this is within the terms of the Board's contract with the insurer.
- L.C.8.8 A teacher returning to employment with the Board during the same school year in which the Child Care Leave began shall have the right to return to the same school/department and position, if practicable but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same school year the teacher will be given a position in the same school/department, if according to the application of L.D.7.4.1.1, the teacher would not normally be declared surplus.
- L.C.8.9 A teacher returning from Child Care Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).

L.C.9.0 – MATERNITY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

- L.C.9.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by teachers covered by this collective agreement from the Human Resources and Social Development Canada for temporary unemployment caused by Pregnancy Leaves.
- L.C.9.2 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.
- L.C.9.3 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- L.C.9.4 The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- L.C.9.5 Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

- L.C.9.6 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. (See L.C.9.13)
- L.C.9.7 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.
- L.C.9.8 If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- L.C.9.9 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. (See L.C.9.13)
- L.C.9.10 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- L.C.9.11 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.
- L.c.9.11.1 Where an employee who is eligible for the Pregnancy SEB Plan, identified under Part A and Article L.C.9.0, the Board will issue the following top-up payments subject to receiving the appropriate supporting documentation:
- Week 1: 100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
 - Week 2-8: The Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
 - Week 9-10: After the 8 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular gross pay in any given week
- Should there be further changes to the EI waiting period, the Parties agree to meet to discuss changes that will result in a cost neutral approach to administering the pregnancy and parental SEBs where the Board pay out and the amount the employee receives for the SEB would be the same as they would have paid out or received prior to the EI changes.
- L.C.9.12 The teacher shall sign an agreement with the Board indicating:
- (a) That the teacher will return to work (prior to submitting any resignation) and remain in the services of the Board for a period of one year after returning from the teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and
 - (b) That should the teacher not comply with (a) above the teacher shall reimburse to

the Board any monies paid to the teacher under this SEB plan.

L.C.9.13 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

L.C.9.14 Notwithstanding L.C.9.6 and L.C.9.9, the application of the SEB Plan as outlined in L.C.9.0 shall apply to all eligible teachers throughout the calendar year.

L.C.10.0 – ADOPTION/PARENTAL LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB PLAN)

L.C.10.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by teachers covered by this collective agreement from the Human Resources and Social Development Canada for temporary unemployment caused by Parental or Adoption Leaves.

L.C.10.2 The teacher must apply for and be in receipt of E.I. Parental or Adoption benefits from the Human Resources and Social Development Canada before SEB becomes payable and must also be eligible for Parental or Adoption leave under the *Ontario Employment Standards Act*.

L.C.10.3 An application for SEB must be made by the teacher on a form to be provided by the Board. The teacher shall provide verification of the approval of the E.I. claim.

L.C.10.4 The teacher shall sign an agreement with the Board indicating:

(a) That the teacher will return to work (prior to submitting any resignation) and remain in the services of the Board for a period of one year after returning from the teacher's Parental Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this agreement); and

(b) That should the teacher not comply with (a) above the teacher shall reimburse to the Board any monies paid to the teacher under this SEB Plan.

L.C.10.5 The teacher will receive 100% of the teacher's full salary during the two-week waiting period before E.I. benefits commence. For the following three (3) weeks the teacher's E.I. benefits will be supplemented to 100% of the teacher's full salary. During this five (5) week period there will be no deduction to the teacher's sick leave.

L.C.10.6 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

L.C.10.7 The application of the SEB Plan as outlined in L.C.10.0 shall apply to all eligible teachers throughout the calendar year.

L.C.11.0 – FAMILY MEDICAL LEAVE

L.C.11.1 The Board, upon notification from the member, shall grant an unpaid Family Medical Leave under the *Employment Standards Act*, 2000. Where possible, the member shall provide five (5) days' written notification. The member shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the *Employment Standards*

Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

- L.C.11.2 If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.
- L.C.11.3 A teacher on Family Medical Leave shall continue to accrue credit for seniority and grid experience. The teacher will continue to make contributions to the pension plan for the period of the leave, unless the teacher elects, in writing, not to make contributions.
- L.C.11.4 The Board shall continue to pay its portion of the costs of the teacher's benefit coverage according to this collective agreement.
- L.C.11.5 The Board shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits
- L.C.11.6 The duration of the Family Medical Leave is as defined in the *Employment Standards Amendment Act (Family Medical Leave)*, 2004.
- L.C.11.7 A teacher returning from Family Medical Leave to active employment shall be reinstated to the position which the teacher held prior to the leave. Notwithstanding this provision, the member's return to active employment is subject to L.D.7.0 – Seniority, Transfer, Surplus, Redundancy and Recall Procedures.

SECTION L.D. - STAFFING

L.D.1.0 – STAFF ALLOCATION

- L.D.1.1 Based on the projected ADE, the FTE teaching staff assigned shall be the number of FTE staff required to provide programs and services that maximize the learning opportunities and outcomes of all students.
 - L.D.1.1.1 The number of FTE classroom teachers assigned to self-contained Special Education classes shall not exceed the FTE teachers needed to fulfil the requirements of the *Education Act* and Regulation 298 Section 31.
 - L.D.1.1.2 The number of FTE teachers needed for Section 23 classes shall be the number approved and funded by the Ministry of Education in each school year.
 - L.D.1.1.3 The number of FTE classroom teachers assigned to Special Education non-credit program support and ESL/D non-credit program support shall be determined by the Staffing Advisory Committee.
 - L.D.1.1.4 The number of FTE teachers assigned for Guidance Services shall be determined by the Staffing Advisory Committee.
 - L.D.1.1.5 The number of FTE teachers assigned for Teacher Librarians shall be determined by the Staffing Advisory Committee.
 - L.D.1.1.6 The number of FTE classroom teachers assigned to ESL Reception, Hearing/Vision Impaired, the ACCESS program, special programs as stipulated under Safe Schools

legislation and Regulations and any other programs shall be determined by the Staffing Advisory Committee.

- L.D.1.1.6.1 A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class size regulation.
- L.D.1.1.7.1.1 It is agreed that the total secondary staffing for 2014-15 as allocated by the Staffing Advisory Committee shall be based on an ADE of 38,179. The number of FTE staff includes two and one third (2.33) FTE teachers for Federation release time.
- L.D.1.1.7.1.2 For the purposes of this section, teachers assigned to Section 23, Elementary teachers and those teachers referenced in Articles L.A.4.7, L.A.4.8, L.A.4.9.1, and L.A.4.10.1 and any other teachers needed for Board initiatives shall be at the discretion of the Board.
- L.D.1.1.7.1.3 Those teachers referenced in L.D.1.1.7.1.2 shall not be charged as a cost to the bargaining unit.
- L.D.1.1.7.1.4 It is agreed that the total secondary staffing, as allocated each year for the term of the collective agreement by the Staffing Advisory Committee, shall be determined using a similar process as in 2014-15, applying the Articles of this collective agreement and in accordance with the *Education Act* and Regulations thereunder.
- L.D.1.1.7.2 The teachers referenced in Articles L.D.1.1 through L.D.1.1.7.1.4 shall be generated and allocated in accordance with Article L.E.3.0 and the SAC Workload Protocol and other parameters as determined by the Staffing Advisory Committee. This shall exclude the staffing referenced in Article L.D.1.1.7.1.2.
- L.D.1.1.7.3 The Staffing Advisory Committee shall regularly review the guidelines described in L.D.1.0. Adjustments shall be determined by the Staffing Advisory Committee prior to the allocation of staff.
- L.D.1.1.8 The Staffing Advisory Committee will track the number of half period Alternative Professional Assignments (APA) for which each teacher at each school is responsible.
- L.D.1.2 In the event that additional secondary staffing is required on a Region-wide basis as determined by the Article L.E.3.0, the SAC Workload Protocol and other parameters as per Article L.D.1.1, L.D.1.1.7.1.1 and other relevant articles of the collective agreement, the Staffing Advisory Committee shall allocate the appropriate additional staff in a timely fashion.
- L.D.1.3.2 In the event there is a surplus of teachers based on Article L.E.3.0 and the SAC Workload Protocol and other parameters as per Article L.D.1.1, L.D.1.1.7.1.1 and other relevant articles of the collective agreement, the Board has the right to decrease the number of teachers to meet the terms of this agreement beginning with teachers as determined by the conditions of Article L.D.7.0 of in Part B - section L.D of this local agreement.
- L.D.1.4.1 By the end of the June of each year the teaching staff in each secondary school shall elect an In-School Staffing Committee (ISC) of three teachers, one of whom shall be the Branch president or designate from the Branch executive, to assist the principal or his/her designate in collecting and verifying all in-school data and materials pertaining to the staffing of the school for that school year and the following school year. Additionally, the

In-School Staffing Committee shall assist the principal in monitoring staffing allocations and the teachers' workload.

L.D.1.4.2 The ISC shall specifically:

L.D.1.4.2.1 be responsible for reporting to the District 16 T/OT President and/or designate the details of and reasons for any assignments that are contrary to directions from the Staffing Advisory Committee particularly with respect to the equitable assignment of instructional time;

L.D.1.4.2.2 receive the appropriate items from the following list as determined by the Staffing Advisory Committee and provided by the Principal and/or designate in a timely manner, where possible, to the ISC to allow for review and feedback to the Principal:

- (a) student course selection data
- (b) student enrolment data confirmation sheets
- (c) staff allocation sheets
- (d) staffing and/or related workload guideline memos sent to Principals and Branch

Presidents and copied to the ISC from the SAC and/or secondary Superintendents of Schools

- (e) surplus declarations
- (f) completed teacher tracking template
- (g) initial and subsequent selection allocations by subject groupings
- (h) monthly summary of Alternative Professional Assignments (on-calls/supervisions) submitted within five (5) working days of the end of the month, unless the parties mutually agree to waive this requirement
- (i) principal requests for extra staffing
- (j) teacher timetables
- (k) master schedules
- (l) teacher utilization report
- (m) room utilization report
- (n) YREM report
- (o) list of new teachers and their mentors as defined by NTIP.
- (p) teaching preference forms for the coming staffing cycle.
- (q) copies of the Mutual agreement form signed by the school principal and a teacher

who agrees to teach outside his/her teaching qualifications.

- L.D.1.4.2.3.1 meet with the principal and/or principal designate a minimum of five (5) times during its term of duty and report on its activities to the full school staff.
- L.D.1.4.2.3.2 The Principal and/or designate will provide the ISC with at least 24 hours notice of meetings, with a tentative agenda for the meetings where possible. This timeline may be amended by mutual agreement of the parties.
- L.D.1.4.3 Each ISC meeting will be scheduled so that at least the Branch President and one other member may participate.
- L.D.1.5 The District 16 T/OT President and/or Chief Negotiator or their designates shall be invited to all regional meetings or parts of regional meetings that have staffing allocations, surplus placements and/or redundancies on the agenda.
- L.D.1.6 If, during the term of this collective agreement, a new program is introduced or an ongoing program is increased, the Board will provide the appropriate number of teachers for such new or increased programs.
- L.D.1.6.1 If a program is eliminated or reduced during this same period, the appropriate number of teachers who become available because of such elimination or reduction of program shall be reassigned to existing vacancies in the system. If there are no vacancies, such teachers shall be declared redundant in accordance with L.D.7.0.
- L.D.1.6.2 Any and all data with respect to secondary staffing shall be provided to the District 16 T/OT BU Chief Negotiator or designate in a timely fashion.
- L.D.1.7.1 There shall be a Staffing Advisory Committee (SAC) which will meet at the call of the Director or designate. The Staffing Advisory Committee shall be composed of six (6) members: three (3) representing OSSTF District 16 T/OT BU of which one shall be the Chief Negotiator/Staffing Officer; and three (3) representing the Board administration of which one shall be the Director or designate.
- L.D.1.7.2 The Staffing Advisory Committee (SAC) shall perform the following duties:
 - (a) administer the staffing formula as it pertains to the allocation of staff to the schools for regular and special needs students including modifications to the formula divisors required to bring the allocated staff within the parameters in Article L.D.1.1 through L.D.1.1.7.4;
 - (b) be responsible for allocating staff from the regional pools of reserve staff to the individual schools;
 - (c) review, monitor and make recommendations regarding working conditions of teachers;
 - (d) review, monitor and ensure that the application of transfer, surplus and redundancy procedures are properly followed;
 - (e) publish and distribute to each ISC staffing allocations for each school;

- (f) meet with an ISC at the request of the Principal and/or designate, the District 16 T/OT President, the Director or designate or the SAC;
- (g) monitor new teachers as defined by NTIP and their mentors;
- (h) establish a system for tracking the monthly utilization of Alternative Professional Assignment (on-calls/supervisions);
- (i) shall administer the SAC Workload Protocol and the SAC OT Protocol;
- (j) track teachers due for performance appraisals;
- (k) monitor matters related to secondary Occasional Teachers;
- (l) track teachers assigned to more than four courses each year.

If the SAC cannot achieve agreement over an issue, the Bargaining Unit recognizes the Director or designate's right to make a final decision. If in the opinion of the Bargaining Unit such a decision is a violation of the collective agreement, the Board recognizes the Bargaining Unit's right to grieve.

L.D.1.7.2.2 In order to support the SAC in its performance of the duties listed above, the District 16 T/OT Chief Negotiator, or designate, shall be able to access Board data required for the role.

L.D.1.8 Within the terms and conditions set out in this agreement, it is the responsibility of the principal subject to the approval of the Superintendent(s), to organize the school to best meet the educational needs of the students in that school.

The Board agrees that this responsibility will be carried out in a reasonable manner.

L.D.2.0 – POSITIONS OF RESPONSIBILITY

All Positions of Responsibility (Subject Heads and Assistant Subject Heads) shall be as set out in this Section L.D of this local agreement.

L.D.2.1 Definitions and Qualifications for Appointment

L.D.2.1.1 Where a position title is used and not defined in this Agreement, the definition is as in Regulation 298 of the *Education Act*, any other relevant legislation and/or other Ministry of Education policies.

L.D.2.1.2 A teacher appointed to the position of Subject Head shall hold Specialist or Honour Specialist qualifications in at least one of the subjects designated within the organizational unit to which the teacher is appointed.

L.D.2.1.3 A teacher appointed to the position of Assistant Subject Head shall hold Specialist or Honour Specialist qualifications in at least one of the subjects designated within the organizational unit to which the teacher is appointed.

L.D.2.2 Responsibilities of Subject Heads

- L.D.2.2.1 The Subject Head will support program delivery for the purpose of promoting student achievement by:
 - L.D.2.2.1.1 providing and modelling collaborative leadership in instruction and in the development, implementation, and review of curriculum and ensure that the subject groupings operates in accordance with the policies determined by the Ministry of Education and the York Region District School Board and the school within which the unit is located;
 - L.D.2.2.1.2 providing appropriate direct assistance and mentorship to the teachers of the subject groupings as needed;
 - L.D.2.2.1.3 assisting teachers in the development of best practices in the assessment and evaluation of students and report this information to students and parents;
 - L.D.2.2.1.4 monitoring the delivery of program and the achievement of students;
 - L.D.2.2.1.5 assisting teachers in developing positive professional relations and communications with students, parents, staff, the administration and other educational partners;
 - L.D.2.2.1.6 making recommendations to the principal regarding budget, equipment, facility and/or resource requirements;
 - L.D.2.2.1.7 encouraging and monitoring the inclusion of technology and technological applications in program delivery;
 - L.D.2.2.1.8 assisting the principal in establishing the School Improvement Plan;
 - L.D.2.2.1.9 ensuring that the priorities of the subject grouping and program team are compatible with and supportive of the School Improvement Plan;
 - L.D.2.2.1.10 supporting teachers with the implementation of cross-curricular goals as outlined in the School Improvement Plan;
 - L.D.2.2.1.11 perform other leadership duties as directed by the Principal of the school in accordance with the *Education Act* and the Regulations.
- L.D.2.2.2 Subject Heads shall not perform any aspect of a performance evaluation on another teacher.
- L.D.2.3 Responsibilities of Assistant Subject Heads
 - L.D.2.3.1 The Assistant Subject Head shall assist the Subject Head in the performance of the duties referenced in Article L.D.2.2.
- L.D.2.4 Positions of Responsibility Structure
 - L.D.2.4.1 The Board agrees to the following Program Teams and names of Subject Groupings, and that the following subject groupings will have headships in those schools where the program is offered:

8 Program Teams	20 Subject Heads' Groupings
1. Arts	Drama and Music and Visual Arts
2. Career Studies	Community-Based Education and Guidance/Careers
3. Communications	English and ESL and Languages and Library
4. Human Growth and Development	Family Studies and Health and Physical Education
5. Information and Applied Technology	Business Studies and Computer Studies and Technological Studies
6. Pure and Applied Sciences	Mathematics and Science
7. Personalized Services	Personalized Alternative and Special Education
8. Social Sciences	Geography and History

Business Studies
 Community Based Education
 Computer Studies
 Drama English
 English as a Second Language
 Family Studies
 Geography
 Guidance/Career Education
 Health and Physical Education
 History
 International Languages
 Mathematics
 Music
 Personalized Alternative Education
 Resource Support Services/Library
 Science
 Special Education
 Technological Studies
 Visual Arts

L.D.2.4.2

In those schools with fewer than six (6) sections of a particular subject, the sections will be the responsibility of the other subject head in the Program Team and the sections will be included in the section count for the POR allowance.

When a subject grouping has fewer than 6 sections and more than 2 subject groupings in the program team, the SAC shall decide which subject head within the Program Team will get credit for and assume responsibility for these sections. These sections will be included

in the section count for the POR allowance.

- L.D.2.4.2.1 Notwithstanding the above, for the first two years of a new school, all subject groupings with a minimum of four (4) sections will have a Subject Head whose level will be at least level two.
- L.D.2.4.3 For the purposes of determining Levels for Special Education as per L.B.4.3:
- i) All Special Education self-contained classes, all Learning Strategy credit classes and all in-class resourcing classes shall apply;
 - ii) All gifted classes on a rotary timetable shall count as being in the subject area as listed in L.D.2.4.1.
- L.D.2.4.4.1 For the purposes of determining Levels for Alternative Education as per L.B.4.3, all Personalized Alternative Education classes including Community Based Education classes, which are part of the Alternative Education program, shall apply.
- L.D.2.4.4.2 For the purposes of determining Levels for Guidance/Career Education as per L.B.4.3, all Guidance, and Career Education sections including counselling and credit bearing shall apply.
- L.D.2.4.4.3 For the purposes of determining Levels for Community Based Education as per L.B.4.3, all Community Based Education sections including out-of school sections and in-school sections, as determined by the SAC, for which the Community Based Education subject is responsible shall apply.
- L.D.2.4.5 No teacher shall hold more than one position of responsibility at any one time, and no position shall be shared.

L.D.2.5 – IMPLEMENTATION

- L.D.2.5.1 Only teachers as defined in L.A.4.6 shall be selected for an appointment to a position of responsibility, which shall be the exclusive right of the Board. Where for a continuing period of time of at least three months an individual is required by the Board through its duly authorized representative to perform the functions or fulfil the requirements of Subject Head and/or Assistant Subject Head as set out above, the Board shall make appointments in accordance with the conditions of this agreement. A candidate presently employed by the Board shall be given preference over any candidate of equal qualifications and ability not employed by the Board.
- L.D.2.5.2 Only teachers who have a full-time teaching assignment at the secondary level will be eligible to hold positions of responsibility. Exceptions will be made if a teacher is requested by the Board to teach for a fraction of his/her time in the elementary panel or teachers released under L.D.3.1 or L.D.3.2 for half-time or less or at the discretion of the Director or designate. Any other exceptions to this shall be approved by the Staffing Advisory Committee.
- L.D.2.5.2.1 Subject Heads must have 50% or more of their timetable in the subject for which the Head is responsible. The timetable will include a minimum of one section per semester in this subject. Any exceptions to this shall be approved by the Staffing Advisory Committee.

- L.D.2.5.3 The Board agrees to consult with OSSTF District 16 T/OT BU prior to the creation of any new position of responsibility. If the compensation cannot be agreed upon by the Board and District 16, then the issue as to compensation may be submitted as a grievance to arbitration in accordance with this collective agreement.
- L.D.2.5.4 All Subject Head and Assistant Subject Head positions are for a four-year term.
- L.D.2.5.5 An incumbent may re-apply for a position of responsibility at the end of a four-year term.
- L.D.2.5.6 The term of appointment may be less than four years in the event that the Subject Head or the Assistant Subject Head does not perform his or her duties as outlined in L.D.2.2 and L.D.2.3 at an acceptable level.
- L.D.2.5.7 If an incumbent Subject Head or Assistant Subject Head within a school re-applies for a position of responsibility at the end of his/her term, the incumbent shall be given preference over any other candidate of equal qualification and ability for the position previously held by him or by her. This clause does not apply to teachers holding an Interim Position of Responsibility.
- L.D.2.5.8 Any leave taken during the term of the position will be considered as part of the term of the position.
- L.D.2.5.8.1 The maximum length of time allowed under L.D.2.5.8 shall be two consecutive years.
- L.D.2.5.8.2 A statutory leave under the *Employment Standards Act* for a period of six (6) months or greater shall result in an extension of the term of a POR by one additional school year, resulting in the total length of the POR being five (5) school years.
- An employee who is approved for a statutory leave that is scheduled to end at or beyond the five (5) school year mark shall not be deemed eligible for an extension.

L.D.2.6 – INTERIM POSITIONS OF RESPONSIBILITY

- L.D.2.6.1 A position of responsibility which becomes vacant for a period of one school year or less will be filled on an interim basis. The timelines in Article L.D.2.5.1 shall apply.
- L.D.2.6.2 Interim appointments shall be made to fill a vacancy which is created by the Board's granting a leave to a teacher holding a position of responsibility and shall be for a period not exceeding one school year or the duration of the leave, whichever is less.
- L.D.2.6.3 Interim appointments shall be made to fill a vacancy that occurs or exists after July 1. Such appointments shall be for the duration of the school year.
- L.D.2.6.4 An interim position of responsibility shall be made to fill a vacancy created by a teacher temporarily vacating his/her position of responsibility for the purpose of filling another position of responsibility on an interim basis for one school year or less.
- L.D.2.6.5 A teacher may temporarily vacate his/her position of responsibility for the purpose of assuming other teaching duties with the Board for a period of one year or less. The vacated position of responsibility shall be filled on an interim basis.

- L.D.2.6.6 After having completed an interim position of responsibility, teachers shall return to their original schools, subject groupings and positions.
- L.D.2.6.7 Only teachers as defined in L.A.4.6 shall be eligible to hold an interim appointment.
- L.D.2.6.7.1 Notwithstanding L.D.2.6.7, Long-Term Occasional teachers will not be eligible for interim positions of responsibility without prior approval of the SAC.

L.D.2.7 – ACTING POSITIONS OF RESPONSIBILITY

- L.D.2.7.1 An Acting Subject Head or an Acting Assistant Subject Head is a teacher who has been appointed by the Board to carry out the duties of the position but is not qualified under L.D.2.1.2 or L.D.2.1.3 respectively of Part B - section L.D of this local agreement.
- L.D.2.7.2 All Acting appointments will be for no more than one year but may be renewed for one additional year.
- L.D.2.7.3 Acting appointments will be considered for renewal only upon the teacher providing proof to the Board that he/she is enrolled in an appropriate program and is in the process of obtaining the required qualifications.
- L.D.2.7.3.1 Notwithstanding L.D.2.7.2 and L.D.2.7.3, the position of responsibility shall be posted during the annual staffing cycle.
- L.D.2.7.4 Time in an Acting Position of Responsibility does not count toward the four (4) year term referenced in Article L.D.2.5.4.
- L.D.2.7.5 After having completed an Acting position of responsibility, teachers shall return to their original schools, subject groupings and positions.

L.D.2.8 – SAFETY RESPONSIBILITIES

- L.D.2.8.1 Subject Heads of Visual Arts, Science, Family Studies, Technological Studies, and Physical Education, in keeping with their unique health and safety responsibilities related to article L.D.2.2.1.1, will be allocated the equivalent of one (1) day per semester to maintain the health and safety standards expected within their subject groupings. Scheduling of this time shall be approved by the Principal.

L.D.3.0 – FEDERATION LEAVES

- L.D.3.1 The total number of teachers available under L.D.1.1 shall be allocated to the secondary schools with the exception of 2.33 teachers, who shall be released from teaching duties. One teacher shall be the President of OSSTF District 16 T/OT BU. The remaining 1.33 teachers shall be released for duties specified by the District 16 OSSTF T/OT Executive.
- L.D.3.2 The Board agrees to release the equivalent of a one-half timetable for a member of the District 16 T/OT Negotiating Team, at District 16 expense, for the school year covered by this agreement. The District agrees to communicate to the Board by June 15 of each school year, the name of the teacher to be so released for the following school year.
- L.D.3.3 The Board agrees to the loan of service, at District 16 expense, of a teacher appointed by the District 16 Executive to serve as the District Executive Officer. The District agrees to

communicate to the Board, by June 15 of each school year, the name of the teacher to be so released for the following school year.

- L.D.3.3.1 The Board agrees that a teacher on loan of service to District 16 as the District Executive Officer shall be paid at the rate of Group 4 Maximum plus the allowance of a Level 5 Subject Head.
- L.D.3.3.2 The Board agrees that a teacher on loan of service to District 16 as the District Executive Officer shall continue to receive Sick Leave / Short Term Disability Program allocations as per C9.00 of Part A (Central Agreement).
- L.D.3.3.3 At the request of District 16 T/OT BU, the Board shall excuse from teaching duties up to five (5) members of the District designated as negotiators for the District. The Board shall release these representatives for negotiating meetings as required by the *Ontario Labour Relations Act* and the *School Boards Collective Bargaining Act (SBCBA)*, with the Board, up to a maximum of twenty-five (25) school days per year on aggregate with pay and teaching experience.
- L.D.3.3.4 At the request of District 16 T/OT BU, the Board shall excuse from teaching duties on an occasional basis such additional members of District 16 as are necessary to carry out the administration of this Agreement or for District 16 business. These leaves shall be subject to the prior approval of the appropriate Supervisory Officer. Such approval will not be unreasonably withheld. District 16 shall reimburse the Board with respect to any replacement costs incurred.
- L.D.3.3.5 The Board agrees that the President of OSSTF District 16 T/OT BU shall be paid at the same rate as if he/she were teaching plus an amount equal to the difference between his/her grid salary and Group 4 maximum plus a Curriculum Coordinator's allowance or an equal amount to the highest pay of any D16 T/OT member, whichever is greater, where applicable. This is exclusive of any salary beyond grid, degree and responsibility allowance. This latter amount as well as any increase in insured employee benefits associated with this difference will be at District 16 expense. This article only applies for the school year in which the majority of the President's term falls.
- L.D.3.3.6 Notwithstanding L.D.3.3.1 and L.D.3.3.5, the Board agrees that teachers referenced in L.D.3.1 will receive their full salary including any applicable allowances at the time of the leave and all other rights and privileges under this collective agreement.
- L.D.3.4.1 A teacher elected to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay for the total duration of office held but not to exceed two years. Additional requests for leave for the total duration of office held, provided the teacher notifies the Board by April 1st of each school year of the need for the leave, shall not be unreasonably denied.
- L.D.3.4.2 A teacher appointed to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay for any period of time during which the teacher holds the position on a non-permanent basis for a period not to exceed two years. Additional requests for leave on a year-by-year basis provided the teacher notifies the Board by April 1st of each school year of the need for the leave shall not be unreasonably denied.

- L.D.3.4.3 Teachers on leaves as described in L.D.3.4.1 and L.D.3.4.2 shall continue to accumulate service for the purposes of seniority, but shall not receive experience on the salary grid.
- L.D.3.4.4 Teachers on such leave shall be eligible to continue participation in the employee benefits in which the teacher was enrolled prior to taking leave, provided the teacher contributes one hundred percent (100%) of the premium cost.
- L.D.3.4.5.1 Following the teacher's return to duty, the teacher shall be guaranteed the same position at the same school, provided the leave is for two years or less. Exceptions to this may be referred to SAC for decision.
- L.D.3.4.5.2 If the leave is for more than two years, and the exception identified in L.D.3.4.5.1 is not applied, the teacher shall be guaranteed a position with the Board. Should a position, for which the teacher is qualified, be available in the school from which the teacher came, beyond the two year period, the board will facilitate the teacher's return.

L.D.4.0 – TEMPORARY ADMINISTRATIVE ASSIGNMENTS AND LEADERSHIP PERIODS

- L.D.4.1 The parties agree that a teacher may assume the administrative duties of a principal or vice- principal on a temporary or scheduled basis for not more than one year.
 - L.D.4.1.2 Short Term Temporary Administrative Assignments – Up to 16 Days
 - L.D.4.1.2.1 The Board may assign a teacher, from a designated list of interested teachers and with the teacher's consent, the administrative duties of a principal or vice-principal on a short term, temporary basis for up to sixteen (16) days.
 - L.D.4.1.2.2 The teacher will continue to be a member of the bargaining unit and subject to all the terms and conditions including dues deduction of the collective agreement.
 - L.D.4.1.2.3 The teacher will be paid an honorarium of \$20 per day or portion thereof above his/her regular pay.
 - L.D.4.1.2.4 The performance of a teacher performing a short term temporary administrative assignment shall not be used as part of the teacher's performance appraisal.
 - L.D.4.1.2.5 The teacher shall not perform or provide advice related to any personnel matter or performance appraisal of another teacher in the bargaining unit.
 - L.D.4.1.2.6 The Board agrees to hire an occasional teacher to cover the teaching assignment of a teacher performing this role.
 - L.D.4.1.2.7 The duration of this assignment may be extended at the request of the Board and with the written agreement of the teacher and bargaining unit.
- L.D.4.2 Timetabled Leadership Periods
 - L.D.4.2.1 The Board may assign a teacher, from a designated list and with the teacher's consent, the administrative duties of a principal or vice-principal as timetabled leadership periods paid for from the administrative funding component.
 - L.D.4.2.2 The teacher will continue to be a member of the bargaining unit and be subject to all the

terms and conditions, including dues deduction, of the collective agreement.

- L.D.4.2.3 Timetabled leadership periods shall be considered part of the teacher's regular pay.
- L.D.4.2.4 When acting in the capacity of a teacher outlined in L.D.4.1.2, the teacher will be paid an honorarium as per L.D.4.1.2.3 above his/her regular pay.
- L.D.4.2.5 The performance of a teacher during a timetabled leadership period shall not be used as part of the teacher's performance appraisal.
- L.D.4.2.6 The teacher shall not perform or provide advice related to any personnel matter or performance appraisal of another teacher in the bargaining unit.
- L.D.4.3 Long Term Temporary Administrative Assignments – 16 Days or More
 - L.D.4.3.1 The Board may assign a teacher, with the teacher's consent, the administrative duties of a principal or vice-principal on a temporary basis for more than sixteen days and not more than one year.
 - L.D.4.3.2 The teacher shall hold Principal's Qualifications under the *Education Act and Regulations*.
 - L.D.4.3.3 The teacher shall not be part of the bargaining unit while on a long term, temporary administrative assignment.
 - L.D.4.3.4 Notwithstanding Article L.D.7.2, the teacher shall not accrue seniority while on a long term, temporary administrative assignment but shall accrue experience on the teaching grid during such an assignment.
 - L.D.4.3.5 At the completion of the assignment the teacher may return to the bargaining unit to the same school as s/he was a teacher. The teacher will be deemed to have been on a leave from the bargaining unit and all benefits shall be restored, save the seniority for the time while on a long term temporary administrative assignment.
 - L.D.4.3.6 The teacher will be paid according to the Board's compensation package for administrators.
 - L.D.4.3.7 The performance of a teacher performing a long term, temporary administrative assignment shall not be used as part of the teacher's performance appraisal.
 - L.D.4.3.8 The teacher shall not perform or provide advice related to any personnel matter or performance appraisal of another teacher in the bargaining unit.
 - L.D.4.3.9 The Board agrees to hire an occasional teacher to cover the teaching assignment for a teacher performing this role.
- L.D.4.4 General
 - L.D.4.4.1 The Board agrees that it will indemnify and hold harmless any teacher acting in good faith fulfilling the Short Term or Long Term Temporary Administrative Assignments or Timetabled Leadership Periods as set out above (L.D.4.0).

L.D.5.0 – PART-TIME TEACHERS

- L.D.5.1.1 Teachers who are employed on a contractual basis for less than a full day shall be informed of the fraction of the day applicable for the following school year not later than the 31st of May, but this fraction may be changed at any time by mutual consent of the District 16 T/OT Chief Negotiator or designate and the appropriate Supervisory Officer.
- L.D.5.1.2 The remuneration of the part-time teacher engaged on a contractual basis shall be based on the percentages as established in Articles L.B.3.2, L.B.3.2.1, L.B.3.2.2 and L.B.3.2.3. Any additional workload of the part-time teacher shall be calculated in accordance with Articles L.B.3.2, L.B.3.2.1, L.B.3.2.2 and L.B.3.2.3.
- L.D.5.2 Subject to the principal's discretion, part-time teachers shall normally attend all school and staff meetings on the same basis as full-time teachers. Part time teachers shall participate in professional activity days for their regular daily working hours, and are invited to attend for the balance of the day on a voluntary basis and without additional pay. On such days as the part time teacher is directed in writing by the Board to attend for the full day, the teacher shall be paid for a full 1.0 FTE teaching day.
- L.D.5.3 Part-Time to Full-Time
- L.D.5.3.1 A teacher who has been teaching part-time during the term of this agreement shall notify his/her principal in writing prior to March 1 if he/she wishes to be assigned to full-time teaching in the next school year, subject to L.D.7.0.
- L.D.5.3.2 Having fulfilled the requirement of L.D.5.3.1, the part-time teacher shall be offered a full-time position for which he/she is qualified:
- a) Prior to the placement of newly hired teachers;
 - b) After system surplus teachers are placed;
 - c) Provided that the move from part-time to full-time does not directly create a surplus or redundant position at the school; and
 - d) Provided there are no teachers subject to L.D.7.4.4.2.
- L.D.5.3.3.1 Whenever permanent contract vacant sections become available and having fulfilled the requirements of L.D.5.3.1, the part-time teacher shall be offered additional sections for which he/she is qualified to increase his/her assignment in order of seniority and subject to the same conditions as described in L.D.5.3.2.
- LD.5.3.3.2 Any remaining permanent contract vacant sections will be posted for part-time teachers in other schools whose assignment in the current school year is only for the opposite semester. Where a teacher receives an increase, the teacher will remain the responsibility of the originating school (in either semester) for the subsequent staffing cycle and they will retain their new FTE status. Only after these two steps will vacancies be posted for new contract hiring.
- L.D.5.4 Full-Time to Part-Time

L.D.5.4.1 A full-time teacher who, prior to March 1, requests to teach part-time commencing the following school year may be granted the request to teach part-time provided that, in the opinion of the Director or his/her designate, the position created by the reduction from full-time to part-time can be filled by a qualified teacher and the number of positions to be held by part-time teachers to teach in the same school and/or the system is not a financial or staffing burden to the Board.

L.D.6.0 – DISABILITY MANAGEMENT

L.D.6.1 There shall be a Disability Management Program Committee (DMPC) and a Disability Management Program Team (DMPT) composed of the Board's Disability Management Case Manager or designate and District 16's District Executive Officer (DEO) or designate.

L.D.6.2 The DMPT shall administer the Disability Management Program in order to assist teachers with a medical disability to return to work or to remain at work.

L.D.6.3 In order for any accommodation, including voluntary assignments, to occur to a teacher's working conditions due to a medical disability, the accommodation must meet the criteria established by the DMPT and the DMPC.

L.D.6.3.1 In order for any accommodation, including voluntary assignments, to occur to a teacher's working conditions due to a medical disability, the teacher must meet the criteria established by the DMPT and the DMPC.

L.D.6.4 The DMPT shall report and make recommendations to the DMPC as the need arises.

L.D.7.0 – SENIORITY, TRANSFER, SURPLUS, REDUNDANCY AND RECALL PROCEDURES

L.D.7.1 Definitions

L.D.7.1.1 A 'vacancy' is unfilled secondary staff position within the Board that exists or will exist for the ensuing school year.

For the purposes of L.D.7, a "qualified" teacher and "qualifications" refer to definitions contained in Regulation 298 and Ontario Regulation 176/10.

L.D.7.1.2.1 The Board may offer to teachers a "Voluntary Relocation" to a position at another school. The Voluntary Relocation must be made by mutual consent of the teacher, the principal of the originating school, the principal of the receiving school, the District 16 T/OT Chief Negotiator or designate and the appropriate supervisory officer(s) and may occur any time during a school year.

L.D.7.1.2.2 The Board may offer to teachers a "Voluntary Temporary Transfer" at any time during the school year. The duration of such transfer shall not extend beyond the school year in which the transfer is approved. Such transfer shall only be used for the purpose of balancing staffing allocations system-wide. Teachers who volunteer must possess the necessary qualifications to meet the program needs in the receiving school. At the end of the transfer, the teacher shall return to the originating school and be subject to the provisions of article L.D.7.0. The "Voluntary Temporary Transfer" shall be subject to the agreement of the teacher(s) and the approval of the principals, the District 16 T/OT Chief Negotiator, or designate, and the appropriate supervisory officer(s).

- L.D.7.1.3 A "Surplus Teacher" is a Bargaining Unit member who has been identified first by seniority and secondly by qualifications as being in excess of the staffing requirements of a particular school for the ensuing year.
- L.D.7.1.4 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.
- L.D.7.1.5 The Staffing Advisory Committee, for the purpose of seniority, transfer, surplus, redundancy and recall procedures, shall monitor all school decisions.
- L.D.7.1.6 During the normal staffing cycle where a vacancy occurs for a position in the Board for which a member of District 16 T/OT is qualified, the Board shall post the vacancy as per the regional staffing timelines on the board's internal website, accessible to every member for a reasonable length of time but no less than three (3) work days before the deadline for the applications for the position.
- L.D.7.2 Seniority
- L.D.7.2.1 By March 1st of each year, the Board shall have developed a list(s) of all Bargaining Unit members employed by the Board as of the end of the first week of second semester of the same year in order of their acquired seniority.
- L.D.7.2.2.1 For teachers hired before September 1, 2003 as secondary teachers, seniority shall be the length of total elementary and secondary continuous service with the Board or predecessor Boards from the first day worked after being hired. For teachers hired on or after September 1, 2003 as secondary teachers, seniority shall be the length of continuous teaching service with the Board as a Bargaining Unit member from the first day worked after being hired.
- Teachers in schools with a modified school year shall have the first day worked in all other YRDSB schools using the regular school year calendar deemed to be their first day worked.
- L.D.7.2.2.2 For the purposes of establishing seniority, part-time teachers shall be treated as full-time teachers.
- L.D.7.2.2.3 For the purpose of establishing seniority, any approved absence shall not be considered an interruption of continuous service.
- L.D.7.2.3 Separate seniority lists shall be established for regular day school teachers and occasional teachers.
- L.D.7.2.4 Seniority list(s) 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.
- L.D.7.2.4.1 The Board-wide seniority list(s) shall be posted in all secondary schools and other worksites where Bargaining Unit members are employed. Copies will be forwarded to the President of the Bargaining Unit no later than March 15 of each school year.
- L.D.7.2.4.2 Errors in the calculation of a member's seniority shall be brought to the attention of the Board by the member within thirty (30) work days, commencing upon the posting of the seniority list in the school, or the list shall be deemed correct.

- L.D.7.2.5 For regular day school teachers, in the event that a tie in rank ordering occurs based on the first day of work, the following criteria shall be used to break the tie:
- (a) The tie breaker will be the date on the principal's recommend to hire notice if both teachers have one.
 - (b) If after (a) there is a tie, the tie breaker will be the total years of teaching experience with the Board and its predecessor Boards as per Article L.D.7.2.3 including LTO experience.
 - (c) If after (b) there is a tie, the tie breaker will be the total years of teaching experience in Ontario, including LTO experience.
- L.D.7.2.6.1 If after all of the steps in L.D.7.2.6 there is still a tie, then the tie shall be broken by a lot conducted by the Director or designate and the Bargaining Unit President or their designates. Once this order is established subject to L.D.7.2.5.2, it may not be changed for the staffing cycle for which it was created.
- L.D.7.2.6.2 All tie-breaking procedures must take place and teachers involved in a tie informed of the resulting order in a timely fashion in accordance with the staffing timelines.
- L.D.7.3 Transfers and Exchanges
- L.D.7.3.1 All teachers are eligible to apply for transfer in the annual staffing cycle.
- L.D.7.3.2 Before the first Vacancy List is posted in the annual spring staffing cycle, all teachers shall be informed of the Subject Group(s) to which they have been tentatively assigned for the coming school year, recognizing that this assignment is subject to change.
- L.D.7.3.3 Requests for transfers shall be used in conjunction with surplus procedures to fulfil the requirements of Articles L.D.1.1.7.1.1, and L.D.1.1.7.1.4 of Part B - section L.D of this local agreement.
- L.D.7.3.4 A teacher who requests a transfer to the elementary panel and whose request is approved by the Board shall no longer be considered a member of OSSTF.
- L.D.7.3.4.1 A secondary teacher who is granted an exchange with a teacher in the elementary panel shall be considered on an approved absence from the bargaining unit. The exchange shall be for a period of up to two (2) years. After the exchange, the teacher shall have the right to return to the same school and the same position subject to the conditions of Section L.D.7.0 of this Agreement.
- L.D.7.3.5.1 A secondary teacher may be granted an exchange with a secondary teacher from another secondary school for the purpose of professional growth. The exchange must be made by mutual consent of the teachers, the approval of the principals of both schools, the approval of the District 16 T/OT Chief Negotiator or designate and the approval of the appropriate supervisory officer(s).
- L.D.7.3.5.2 The exchange shall be for a period of up to one (1) year. After the exchange, the teachers shall have the right to return to the same school and the same position subject to the conditions of Section L.D.7.0 of Part B - section L.D of this local agreement.

- L.D.7.3.5.3 Teachers who wish to be considered for exchange must inform their principal and Superintendent of Schools commencing on February 1, and continuing to the date established by the Staffing Advisory Committee, in the school year immediately prior to the school year for which the exchange shall be effective.
- L.D.7.3.5.4 No exchanges shall be approved until surplus declarations have been completed for the staffing cycle. Any teacher declared surplus shall not be eligible to participate in an exchange during the cycle in which they are surplus. No exchange will be approved that will result in a surplus situation, either for the teachers involved in the exchange or other teachers in the schools from which the exchange teachers are being drawn.
- L.D.7.3.5.5 All teachers who are approved for exchanges shall be informed by their Superintendent of Schools no later than June 1 of the current school year. If circumstances warrant, the June 1 date for notification may be altered by mutual consent of the Board and District 16 T/OT BU.
- L.D.7.5.5.6 For the purposes of surplus declaration during the year of the exchange, any teacher on an exchange as defined in L.D.7.3.5.1 will be the responsibility of the originating school.
- L.D.7.3.5.7 The exchange may be renewed for a second year provided there is continued mutual consent of the teachers and the approval of the parties outlined in L.D.7.3.5.1 and the requirements of articles L.D.7.3.5.2 to L.D.7.3.5.6 are satisfied.
- L.D.7.4 Surplus to School Declaration
- L.D.7.4.1 Should transfers as per Section L.D.7.3 not satisfy the requirements of Article L.D.1.1.7.1.1 and L.D.1.1.7.4 based on projected enrolment, the following sequential steps will be used to identify and place the teachers who are to be declared surplus.
- L.D.7.4.1.1 The least senior teacher, as determined by Section L.D.7.2, shall be declared surplus provided that the teacher's assignment, in the opinion of the Principal and the Superintendent of Schools, can be filled satisfactorily by another qualified teacher at the school.
- L.D.7.4.1.2 In secondary schools, the above guidelines may be applied within subject groupings
- L.D.7.4.2 Bargaining Unit members on any approved leave or on lay-off are the responsibility of the originating school.
- L.D.7.4.3 A principal shall notify in writing a Bargaining Unit member who is to be declared surplus for the next school year no later than May 15 of the current school year, such notification to be preceded by an interview with the member. If circumstances warrant, the May 15 date for notification may be altered by mutual consent of the Board and District 16 T/OT BU.
- L.D.7.4.4 Any teacher declared surplus shall be given the option of either a position in another school to teach his/her area(s) of qualification or a position in another school to teach other subjects or in other divisions in accordance with the Regulations.
- L.D.7.4.4.1.1 If one position in L.D.7.4.4. is available, the teacher shall accept that assignment.

- L.D.7.4.4.1.2 If two positions in L.D.7.4.4. are available, the teacher shall accept one of the two positions offered.
- L.D.7.4.4.1.3 If more than two positions are available in L.D.7.4.4, the teacher shall have the right of refusal for the first two offers. The third such offer is deemed to be a directive for employment by the Board.
- L.D.7.4.4.1.4 Should the teacher refuse the placement under L.D.7.4.4.1.1, L.D.7.4.4.1.2 or L.D.7.4.4.1.3., the Board is absolved of any further employment obligations.
- L.D.7.4.4.2 A teacher declared surplus under L.D.7.4.3 may be offered a partial timetable in his/her present school, if such work is available. Acceptance of such partial timetable by the teacher will absolve the Board of the requirement to provide any of the options described above for that school year. If the teacher accepts such a timetable, he/she shall be offered a full timetable in the event that one becomes available, in the school from which the teacher was declared surplus, which is suitable to the teacher's qualifications. This obligation to offer such a position shall be binding for two (2) years from the date the teacher accepts the partial timetable.
- L.D.7.4.4.3 If options in L.D.7.4.4, L.D.7.4.4.1.1, L.D.7.4.4.1.2., L.D.7.4.4.1.3. and L.D.7.4.4.2 are unavailable, the teacher may be offered a position in the elementary panel providing that such position exists, and providing that surplus qualified elementary teachers have been given preference in filling the position.
- L.D.7.4.4.4 A teacher who has been declared surplus and has not been placed in accordance with the above articles shall be given a permanent alternative assignment at full regular salary and benefits for no more than two years if he/she has had 5 or more years' service with the Board and for no more than one year if he/she has had fewer than five years' service with the Board. If a vacant position becomes available for which the teacher is qualified, the teacher shall be placed in that position. Teachers will accrue experience credit during the term of the permanent alternative assignment.
- L.D.7.4.4.5 In exceptional cases, on the recommendation of the Director, the Board may grant a leave for the purpose of retraining to qualify for another teaching position with the Board. Teachers will maintain their seniority during the term of this leave.
- L.D.7.4.4.6 If a suitable position arises within two (2) years in the school from which the teacher has been declared surplus, that teacher shall be offered the position provided that the teacher indicates in writing interest in such a position during the school year in which the teacher was declared surplus. If the teacher declared surplus is offered a position at the original school and declines the offer, the provisions of this article shall no longer apply.
- L.D.7.4.5 Teachers who are in positions of responsibility shall be protected from being declared surplus. This shall not apply to those who are performing the role in an Interim or Acting capacity as per L.D.2.6 or L.D.2.7.
- L.D.7.4.6 In order to facilitate the staffing process, known vacancies for positions of responsibility shall be filled by May 1 of each year.
- L.D.7.5 Redundancy (Lay-Offs)

The Board agrees not to lay off a teacher until all of the above provisions have been met.

- L.D.7.5.1 Should a reduction in staff result in redundancies, Bargaining Unit members who are least senior as defined in Section L.D.7.2 shall be informed in writing by the Board no later than June 15 that they are redundant. Reductions in staff shall start at the bottom of the seniority list with the least senior Bargaining Unit member and proceed up the ranked list.
- L.D.7.5.2 The number of Bargaining Unit members declared redundant by the Board shall not exceed the total reduction of staff based on the provisions of Article L.D.1.1.7.1.1, and L.D.1.1.7.1.4 using projected enrolments within a tolerance of one half of one per cent.
- L.D.7.5.3 The President of the Bargaining Unit or his/her designate shall be provided with all relevant information prior to the declaration of redundancy declarations and with the names of all redundant teachers.
- L.D.7.5.4 The Board in consultation with District 16 T/OT BU shall determine displacements and consequent staffing adjustments. The number of displacements shall be kept to a minimum.
- L.D.7.5.5 A teacher may elect in writing to refuse to displace another teacher and be placed on the recall list.
- L.D.7.5.6 Teachers who are in positions of responsibility shall be protected from being declared redundant.
- L.D.7.6 Recall
- L.D.7.6.1 The Board shall establish and maintain a recall list of all Bargaining Unit members declared redundant.
- L.D.7.6.2 Bargaining Unit members who have been declared redundant shall be recalled to staff complement vacancies based on seniority and be reinstated for up to a maximum of two (2) years after being declared redundant. During the recall process, preference will be given to seniority if qualifications are equal.
- L.D.7.6.3 Redundant members shall be entitled to continue to be enrolled in benefit plans in which the members were enrolled immediately prior to being declared redundant, with the teacher paying the full cost of premiums annually in advance for up to a maximum of two (2) years after being declared redundant.
- If the teacher is recalled, the pre paid premiums will be refunded on a pro-rated basis.
- L.D.7.6.4 Bargaining Unit members who are eligible for recall shall file with the Board their most recent address and telephone number.
- L.D.7.6.5 When a position becomes available, the Board shall contact the teacher being recalled by telephone and shall offer the position by registered mail or courier. The Board must make every reasonable effort to contact the teacher.
- L.D.7.6.6 A teacher has the right to refuse two (2) recalls to a position offered by the Board based on travel considerations without prejudice to the member's recall rights. Upon the third

refusal, the teacher shall be removed from the list.

L.D.7.6.7 No external hiring or transfers from the elementary panel shall take place until positions have been offered to redundant Bargaining Unit members as per Article L.D.7.6.2.

L.D.7.6.8 Subject to the application of L.F.7.9.1.1 and L.F.7.9.1.2, and the seniority provisions of L.F.8.0, a teacher who is declared redundant will be considered for a position on the secondary Occasional Teacher list without prejudice to the member's recall rights.

L.D.8.0 – REORGANIZATION OF SCHOOLS

L.D.8.1.1 In the reorganization of any school, the Board through normal channels shall consult the staff of the school prior to any planning of the form of the reorganization and shall consult the staff again when a proposed structure has been formulated.

L.D.8.1.2 District 16 T/OT BU will be given an opportunity to comment at this stage.

L.D.8.2 Any teacher holding an appointment and who is not accommodated in the reorganization will be given an opportunity to transfer to another school if a vacancy for which he/she is qualified exists.

L.D.9.0 – TERM APPOINTMENTS

L.D.9.1 All teachers who are appointed or who are presently on a term position as Curriculum Consultants, Special Education Consultants and Curriculum Coordinators as defined in Articles L.A.4.7, and L.A.4.8 shall be subject to the following:

L.D.9.1.1 The term may be renewed subject to the discretion of the Director or his/her designate.

L.D.9.2 Notwithstanding the above, the term of original appointment and/or renewal may be less than the agreed upon time if the teacher:

L.D.9.2.1 voluntarily relinquishes the position;

L.D.9.2.2 has an unsatisfactory performance review and has the recommendation of the Director or his/her designate to terminate the appointment;

L.D.9.2.3 has been given one year's notice by the Board that the position currently being held by the teacher shall cease to exist;

L.D.9.2.4 is no longer entitled to release from teaching duties under L.D.3.0.

L.D.9.3 A teacher who holds a term position and whose term is not renewed or whose term is shortened for reasons stated in L.D.9.2 shall return to the position level held prior to the appointment.

L.D.9.4 If no such position is available, the teacher shall receive a salary as if such a position were held and shall be placed in any position by the Board for which the teacher is qualified according to the Act and regulations.

L.D.9.5 The Teacher(s) referred to in L.D.9.3 and L.D.9.4 shall be placed in a vacant position equivalent to the one held prior to the term appointment or in a lesser position if agreeable

to the teacher and the Board.

- L.D.9.6 In implementing L.D.9.5 if there are more teachers available than vacant positions, such placements shall be given to the teachers with the greatest seniority with the Board and its predecessor Boards.
- L.D.9.7 The time limit for any teacher to be “on hold” to be placed in a former position level and to receive any allowance or different grid placement shall be two (2) years maximum.

SECTION L.E. – OTHER WORKING CONDITIONS

L.E.1.0 – PHYSICAL ENVIRONMENT

- L.E.1.1 A teacher may request (in writing) the principal to investigate some aspect of the physical environment of his/ her school that is in his/her opinion a hazard to the physical well-being of students and/or staff. The principal, upon receipt of such request, shall immediately investigate the complaint and notify the teacher of his/her findings in writing within fourteen (14) working days.
- L.E.1.2 No teacher shall be expected to perform duties normally carried out by non-teaching employees of the Board should such employees be involved in strike action against the Board.

L.E.2.0 – WORKLOAD GUIDELINES

- L.E.2.1 The Staffing Advisory Committee referred to in L.D.1.7.1 shall co-ordinate the collection and validation of staffing allocation and teacher workload data. All data collected by the Board or by District 16 T/OT BU with respect to teacher workload shall be shared with this committee. In addition to the duties above and in L.D.1.7.2, the Staffing Advisory Committee shall meet each year to:
- L.E.2.1.1 review changes in existing practices with respect to terms of working conditions and employment;
- L.E.2.1.2 examine the effects in the terms and conditions of employment brought about by changes in legislation and/or regulations, and Ministry Policy and Program Memoranda.
- L.E.2.1.3 The committee shall report and make recommendations to the respective negotiating committees no later than April 1 of each school year.
- L.E.2.2 Assigned Time and Preparation Time
- L.E.2.2.1 Each full-time teacher shall be assigned a maximum of 6.00 periods. Each full-time teacher may also be assigned up to the following maximum Alternative Professional Assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods or equivalent as outlined in Article L.E.2.2.1.1.

Notwithstanding the above, the Memorandum of Agreement regarding the Modified School Year and Day, renewed by the parties on May 16, 2013, shall apply to the assigned time at Bill Crothers Secondary School.

L.E.2.2.1.1

Off-Site Alternative Education Teachers will be assigned up to the following maximum Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent: 46 half periods

Community Based Education Teachers may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent: 24 half periods

Subject Heads for Community Based Education may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

	Level 1 and 2 Heads	Level 3 Heads	Level 4 Heads	Level 5 Heads
# of half periods	20	16	12	8

Subject Head may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

- i) Level 1 and 2 Heads
42 half periods
- ii) Level 3 Heads
38 half periods
- iii) Level 4 Heads
34 half periods
- iv) Level 5 Heads
30 half periods

All other teachers may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

46 half periods

L.E.2.2.1.2

As per Articles L.F.10.1.2.2 and LF.10.1.2.3, an APA served by an Occasional Teacher for an absent teacher will be credited to the absent teacher only after the first day of consecutive absences.

L.E.2.2.2

Unless otherwise agreed to by the Board and the Bargaining Unit, no teacher in a semestered school, repertoire assignments excepted, shall normally be assigned more than 3.0 credit and/or credit equivalent periods in a semester. Exceptions will be

determined as needed by the Staffing Advisory Committee.

- L.E.2.2.3 Unassigned time shall be available to the teacher for preparation and marking.
- L.E.2.2.4 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes. The lunch break shall occur between the end of the first class and the beginning of the last class. Exceptions will be determined as needed by the Staffing Advisory Committee.
- L.E.2.2.5 The workload guidelines outlined above shall be pro-rated for part-time teachers according to the percentages in Article L.B.3.2.
- L.E.2.2.5.1 Where a part-time teacher is assigned two (2) periods in one (1) semester, every reasonable effort shall be made to assign those two (2) periods either in the morning or in the afternoon.
- L.E.2.2.6 No teacher shall be allocated assigned time over a continuous interval exceeding 3 periods, excluding travel time between periods.
- L.E.2.2.7 A teacher shall not be assigned more than one half-period of on calls or supervisions, in a day.
- L.E.2.2.8 Principals shall endeavour to ensure that no teacher be assigned to teach in more than two (2) subject groupings in any one semester.
- L.E.2.2.9 The Board will endeavour to inform all teachers of their tentative timetable for the coming school year, recognizing that this timetable is subject to change.

L.E.2.3 Opening of New Schools

- L.E.2.3.1 Where a teacher is selected for a position of responsibility for a new school prior to the opening of the new school, such teacher, upon the approval of the principal of the new school and the Superintendent of Schools for that Area, may have an allowance approved for such teacher to perform duties necessary and relevant to the position of responsibility prior to the opening of the new school.

Such allowance if approved shall be forty percent (40%) of the allowance of a Level 5 Subject Head effective from the date of appointment to the date of the actual opening of the school. Those appointed after the beginning of the semester preceding the opening of the school shall have their allowance pro-rated.

- L.E.2.3.2 In the first year of operation and thereafter, the positions of responsibility in a new school shall be calculated as per Section L.D.2.0.

L.E.3.0 – CLASS SIZE PROVISIONS

- L.E.3.1 The SAC shall be responsible for defining and implementing the SAC Workload Protocol including class size guidelines and specifying the courses and parameters related to the Program/Facility Based category.
- L.E.3.2 The Board and OSSTF agree to the following the maximum class sizes.

Regular Ministry Course Type Category	Maximum Class Size
Academic	29
Applied	22
College	28
Locally Developed	16
Open	28
University	30
University/College	30
Workplace	20
Program/Facility Based Category	SAC Determined

L.E.3.3 All divisors used for staffing allocations shall be determined by the SAC.

L.E.3.4 Individual classes may not exceed the maxima outlined in L.E.3.2 and the current SAC Workload Protocol.

L.E.3.4.1 Notwithstanding L.E.3.4 the SAC may establish protocols for exceptions to the maxima outlined in L.E.3.2 and the current SAC Workload Protocol.

L.E.3.5 If a class can be classified in more than one category, the category with the lowest class size shall be applicable with the exception of Community Based Education and CBE Personalized Alternative Education classes.

L.E.3.6 The maximum class size of a multi-type or multi-grade class shall be the lowest class size maximum established by the categories in L.E.3.2 and the current SAC Workload Protocol.

L.E.4.0 – CREDIT RECOVERY

L.E.4.1 Where a student is recommended for Credit Recovery, the subject teacher shall only be required to provide the following information on the Student Success Steering Committee’s “Student Record: Failed Course” Form:

- i. The student’s final mark for the course;
- ii. The reasons for the student’s failure.

L.E.4.2 For a student accepted into the Credit Recovery program, the subject teacher shall only be required to identify:

- i. Units, concepts and/or expectations not successfully achieved;
- ii. Relevant learning skills information.

All other consultation between the subject teacher and the credit recovery teacher is voluntary. Once the student is enrolled, the responsibility for instruction and assessment belongs to the teacher of the Credit Recovery Program.

L.E.5.0 – REPORT CARDS

- L.E.5.1 All secondary school teachers will complete the two provincial reports each semester; namely the Mid-Semester Report and the Final Report for students in the classes assigned to those teachers.
- L.E.5.2 In addition to the two provincial reports outlined in L.E.5.1, a school may issue a progress report or a credit endangered report consisting of a marks software printout with an aggregate attendance entry, excluding learning skills and comments. Schools may elect to attach a form letter to the printout.

L.E.6.0 – MARK RECORDING AND/OR REPORTING SOFTWARE

- L.E.6.1 The Board will consult with OSSTF prior to introducing any new requirement for the use of specific mark recording and/or reporting software.

L.E.7.0 – NIGHT SCHOOL – SUMMER SCHOOL

- L.E.7.1 When hiring for credit courses offered in night school and summer school, the Board shall give preferential consideration to District 16 T/OT BU teachers (in those subjects in which the teacher is qualified to teach), including qualified Occasional Teacher applicants and Adult Day School (Dr BSCL) Teacher applicants.

SECTION L.F. – OCCASIONAL TEACHERS

Unless otherwise stated, all rights and privileges of this collective agreement shall apply to the Occasional Teachers in Section L.F of this local agreement. Where there is a conflict between the provisions of Section L.F of this local agreement and other provisions of this local agreement, the provisions of Section L.F of this local agreement shall apply.

L.F.1.0 – RECOGNITION

- L.F.1.1 The Board recognizes the secondary school teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation and District 16 T/OT BU as the Branch Affiliate authorized under the *Education Act* to negotiate on behalf of occasional teachers on contracts executed in accordance with the regulations established under the *Education Act*.
- L.F.1.2 A person who is covered as a regular teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher shall be covered by whichever section of the collective agreement is applicable to the teacher's assignment at that point in time.

- L.F.1.3 Definitions
- L.F.1.3.1 The term “occasional teacher” has the meaning assigned to it by Section 1 (1.1) of the *Education Act*.
- L.F.1.3.2 “Long Term Occasional Teacher” shall mean an occasional teacher who is employed for a period of ten (10) or more consecutive instructional days as a replacement for the same teacher. All other occasional teachers covered under this collective agreement are referred to as “Short Term Occasional Teachers”.
- L.F.1.3.2.1 Notwithstanding L.F.1.3.2, if the teacher being replaced returns for one day and is once again replaced by the same occasional teacher, the number of instructional days will be deemed to be consecutive. This clause would only apply once during the teacher’s absence.
- L.F.1.3.2.2 For the purposes of calculating a long term occasional assignment under L.F.1.3.2, an assignment of consecutive days will not be deemed to have been interrupted where the Board declares a system closure, or where the day is a PA day or singular standardized testing day and the Occasional Teacher does not work in that assignment. The count towards the number of consecutive days required to calculate a long term occasional assignment shall only include those days actually worked in that assignment.
- L.F.1.3.3 “Short Term Occasional Teacher” shall mean any qualified secondary occasional teacher who is not a long term occasional teacher.
- L.F.1.3.4 “Occasional Teacher Roster” means a list of occasional teachers of the bargaining unit who are qualified and who have been accepted by the Board as occasional teachers in the secondary panel as defined in the *Education Act*. Occasional Teachers must have been actively employed by the Board in the secondary panel for a minimum of 20 full-time equivalent days during the previous school year to retain their position on the Secondary Occasional Teacher Roster.
- L.F.1.3.4.1 The Occasional Teacher Roster shall be updated at the completion of each school year in accordance with the provisions of Article L.F.1.3.4 and after following the procedure outlined in L.F.8.3, shall serve as the base list for the commencement of the following school year. The Board shall provide this list as well as a list of those Occasional Teachers removed from the Roster with the reasons for their removal to District 16 T/OT BU by Aug 15 each year.
- L.F.1.3.4.2 Teachers who have not met the requirements of L.F.1.3.4 shall be removed from the Occasional Teacher (O.T.) Roster.
- L.F.1.3.4.3 Any teacher removed from the Roster for not meeting the requirements will have the right to appeal to the Board for reconsideration. An appeal may be expedited at the discretion of the Board where compelling special or extenuating circumstances exist.
- L.F.1.3.5 “Days” means instructional days unless otherwise specifically provided.
- L.F.1.3.6 “Instructional days” shall be those days designated by the Board each year excluding school holidays but for the purpose of remuneration shall include those examination days and professional development days required by the Principal and/or designate.

L.F.2.0 – RIGHTS OF PARTIES

- L.F.2.1 No long term occasional teacher shall be demoted, suspended, disciplined or dismissed without just cause.
- L.F.2.1.1 For the purposes of just cause, a lower standard may be applied to long term and short-term occasional teachers.
- L.F.2.1.2 An Occasional Teacher given a non-disciplinary suspension pending the outcome of an investigation shall be paid during that suspension period. The pay shall be determined based on the average daily pay of that individual Occasional Teacher during the twenty (20) instructional days immediately preceding the commencement of the suspension.
- L.F.2.2 An occasional teacher may be a member of more than one teachers' bargaining unit.
- L.F.2.3 The board shall give the District 16 T/OT President or designate a copy of the lists outlined in L.F.1.3.4., L.F.8.1 and L.F.8.4.1 maintained by the Board on the second Monday in September and the first Monday in February or at other times as mutually agreed upon.
- L.F.2.3.1 The lists outlined in L.F.2.3 shall identify the names of those teachers who are referenced in L.F.1.2 as well as those in more than one York Region teachers' bargaining unit and the name of the bargaining unit.
- L.F.2.4 Except in exceptional circumstances, the Board shall hire occasional teachers to perform the duties of teachers who are absent from their regular duties due to the conditions set out in Articles L.A.7.18, L.C.2.2.4, L.C.2.3.4.(i), L.C.2.3.5, L.D.4.1.2.6, L.D.4.3.9 and conferences, conventions or workshops where the Board requires the teacher's attendance. All such jobs will be filled as per the Occasional Teacher Call Out Protocol.
- L.F.2.5 Upon completion of an externally hired long-term occasional position, the teacher who has completed the assignment will not be added to the Occasional Teacher Roster as defined in L.F.1.3.4 unless the teacher has been added to the Roster according to L.F.8.3.2.2.
- L.F.2.6 In the event that a contract teacher is on leave for the full school year or more, the Board shall replace the absent teacher with a contract teacher.

L.F.3.0 – FEDERATION FEES

- L.F.3.1 On each pay date on which an occasional teacher is paid, the Board shall deduct from each occasional teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board.
- L.F.3.2 The OSSTF dues deducted in Article L.F.3.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, the employee identification number, the number of days worked and the amounts deducted.
- L.F.3.3 The Board also agrees to deduct District 16 T/OT BU dues from its occasional teachers on a bi-weekly basis or as otherwise mutually agreed and to forward these to District 16.

- L.F.3.4 Dues specified by District 16 in Article L.F.3.3 shall be deducted and remitted to the Treasurer, District 16 at 110 Pony Drive, Unit 6, Newmarket, Ontario L3Y 7B6 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the occasional teachers and the amounts deducted.
- L.F.3.5 Pursuant to L.F.3.2 and L.F.3.4 OSSTF and District 16 must inform the Board no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.
- L.F.3.6 OSSTF and/or District 16, 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 District 16.
- L.F.3.7 The Board shall provide to the District 16 T/OT President or designate, by October 15 of each year, a letter stating the total number of days of secondary short and long term occasional teaching days for the previous year.

L.F.4.0 – SALARY AND BENEFITS

L.F.4.1 Short Term Occasional Teachers

L.F.4.1.1 The Board shall pay, in respect of each day of employment with the Board in a short term occasional teaching assignment, the following rates of pay:

Effective September 1, 2019:

Qualified with degree or equivalent \$247.03

Effective September 1, 2020:

Qualified with degree or equivalent \$249.50

Effective September 1, 2021:

Qualified with degree or equivalent \$252.00

- L.F.4.1.1.1 The Board shall pay a short term occasional teacher 50% of the daily rate set out in L.F.4.1.1 if the assignment is fewer than two (2) classes.
- L.F.4.1.1.2 The Board shall pay a short term occasional teacher 66.67 % of the daily rate set out in L.F.4.1.1 if the assignment is for two (2) classes.
- L.F.4.1.1.3 The Board shall pay the northern premium of \$25 for those short term occasional teachers who accept assignments north of the Ravenshoe Sideroad.
- L.F.4.1.2 An occasional teacher who worked at least eighty (80) days as an occasional teacher for the board in the prior school year may, upon application, participate in the Board’s extended health, semi-private hospital care and basic dental plans, provided that:
 - i. The teacher assumes 90% of the premiums; and
 - ii. The teacher pays such premiums and administration fees in advance in accordance

with the Board's procedures.

L.F.4.1.3 Each eligible teacher under L.F.4.1.2 shall, not later than August 15th of each year, complete and return the election form provided by the Board.

L.F.4.1.4 Each eligible teacher under L.F.4.1.2 who elects to participate in the Board's employee benefit program shall be a participant in the plans from September 1 to the following August 31 provided that the eligible teacher:

- i. remains on the Board's Roster of Occasional Teachers;
- ii. remains available for work as an occasional teacher, except as may be otherwise permitted by the Board;
- iii. pays the occasional teacher share under L.F.4.1.2; and,
- iv. is not in arrears of payment of premiums.

L.F.4.1.5 An occasional teacher enrolled in the Board's benefit program may continue participation in that plan from the next September 1 to the following August 31 providing that the occasional teacher:

- i. Works at least eighty (80) days as an occasional teacher with the Board during the current school year; and
- ii. Fulfills the conditions set out in the previous articles.

L.F.4.1.6 If the short term occasional teacher fails to comply with any of the conditions in articles L.F.4.1.3, L.F.4.1.4 and L.F.4.1.5, then the occasional teacher's enrolment shall immediately terminate and the occasional teacher shall not be eligible to re-enrol except as permitted by the benefit program plans and then, not until the occasional teacher again becomes eligible under article L.F.4.1.2.

L.F.4.2 Long Term Occasional Teachers

L.F.4.2.1 A long term occasional teacher who is employed for a period of ten (10) or more consecutive instructional days as per L.F.1.3.2 and L.F.1.3.2.1 and who, during that period, accepts a continuing responsibility as a replacement for any one teacher, shall have his/her salary calculated during the entire period of said employment in accordance with the applicable articles in Part B - section L.B of this local agreement.

L.F.4.2.2 At the time of signing an agreement accepting a long term occasional teaching assignment, the teacher may request in writing, by completion of the Board specified form, to be enrolled in the Board's basic employee benefit program (i.e. semi-private health, basic dental and basic life insurance). Such benefits will be effective from the date of commencement of the assignment and will be pro-rated consistent with Article L.C.1.9. The Board shall inform the short-term occasional teacher of this option the first time that the teacher is placed on the Occasional Teacher Roster.

L.F.4.2.2.1 Notwithstanding L.F.4.2.2, a long term occasional teacher who previously retired from the Board, and who has retiree benefit(s) coverage, shall not be enrolled in the insured employee benefits under this collective agreement but shall be paid by the Board the dollar

value of benefit premiums for the coverage the occasional teacher would have otherwise been entitled to carry.

- L.F.4.2.3 The premiums will be shared in accordance with the applicable articles of this collective agreement provided the long term occasional teacher is employed for a period of ten (10) or more consecutive instructional days as per L.F.1.3.2 and L.F.1.3.2.1. If the period of employment, for whatever reason, is terminated prior to the tenth (10th) day, the entire premiums will be paid by the teacher.
- L.F.4.2.4 If the teacher did not elect to enrol in the benefit program at the time of signing the agreement accepting a long term occasional teaching assignment, the teacher will be given a second opportunity to enrol upon the completion of the tenth (10th) consecutive day as defined above. Such request shall be in writing and benefits shall be effective as of the eleventh (11th) day.
- L.F.4.2.5 In the event that the assignment of the long term occasional teacher is to be terminated for reasons other than just cause prior to the originally scheduled termination date, the long term occasional teacher will be given five (5) teaching days notice, five (5) days of alternative assignment as per L.F.10.1.2.3 or five (5) days' pay in lieu of notice.
- L.F.4.2.6 In order to receive any retroactive salary adjustment for qualifications, it shall be the responsibility of the long term occasional teacher to provide the Board with a Certification Rating Statement, and any supporting documents, within six (6) months of the start of the long term teaching assignment. Any Long Term Occasional teacher who fails to provide the Statement and/or supporting documents within that timeframe, shall not be entitled to any retroactive salary adjustment, but rather shall have their salary adjustment applied effective on the date that the Statement and /or supporting documents are provided to the Board.

L.F.5.0 – EXPERIENCE CREDIT

- L.F.5.1 The long term occasional teacher must inform the Human Resource Services department no later than twenty (20) instructional days from the date the long term occasional agreement was signed that he/she is seeking related experience. Failure to do so will result in the denial of the request. This request must be submitted each time a long term occasional agreement is signed. The Board shall inform the long-term occasional teacher in writing of the requirements of this article at the time of hiring for the assignment.
- L.F.5.2 A long term occasional teacher will be granted placement on the salary grid for recognized teaching experience which for this purpose shall include elementary and secondary experience in Ontario or other jurisdictions adjusted by the following:
- i. teaching experience to be used to establish the step on the grid at the time of hiring at the discretion of the Director;
 - ii. experience for part of a school year will be calculated by dividing teaching days by 194. Part-time teaching experience will be pro-rated.
 - iii. effective September 2016, experience for short-term assignments with the York Region District School Board in the 2015-16 school year and subsequent school year(s) will be credited such that each full twenty (20) days worked shall be considered the equivalent

of one month of full-time experience.

iv. no credit shall be given under this article for experience in the current school year; and, at the beginning of each school year, teaching experience in fractions of years will be added to give complete steps for each ten (10) months if the experience is in York Region or has been previously accepted.

L.F.6.0 – METHOD OF PAYMENT

L.F.6.1 Long-term occasional teachers shall be paid in accordance with the salary grid and all other applicable articles in Articles L.B.3.0 and L.B.4.0 of in Part B - section L.B of this local agreement.

L.F.6.2 Occasional Teachers shall be paid bi-weekly through bank deposit on the pay dates specified in the Board's schedule.

L.F.6.3 The payment shall be deposited at the bank branch of the teacher's choice. If the teacher requests that his/her payment be deposited in a trust company or credit union that is not on the CIBC electronic network (service code 1), he/she may not receive his/her payment on the regular pay dates as specified in L.F.6.2.

The teacher assumes full responsibility with regards to any consequences that arise from choosing an institution that is not on the CIBC electronic network (service code 1). If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred, such additional charges will be deducted from the teacher's salary.

L.F.7.0 – OCCASIONAL TEACHER ROSTER

L.F.7.1 To be eligible for inclusion on the occasional teacher roster, an occasional teacher must be a member of the Ontario College of Teachers and must possess a valid Ontario Teaching Certificate or equivalent unless otherwise permitted by legislation.

L.F.7.2 The occasional teacher roster shall show the names, addresses and telephone numbers of such occasional teachers and the subjects and/or divisions that the occasional teacher is qualified and willing to teach. The roster will show any additional qualifications required by the Ontario College of Teachers.

L.F.7.3 At the time an occasional teacher is accepted for inclusion on the occasional teacher roster, the occasional teacher will select, from among the geographic areas designated by the Board, geographic areas and a minimum of four (4) schools (subject to geographic considerations) for which the occasional teacher wishes to be designated on the sub-list for each area. Notwithstanding the occasional teacher's selection of a particular area or areas or a particular school or schools, the Board may request an occasional teacher to work in another geographical area or school as required.

L.F.7.4 The occasional teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work. The occasional teacher must be available for no fewer than three (3) specific days of the week.

L.F.7.5 An occasional teacher shall notify the Board in writing within fourteen (14) days of any change of address and phone number. If an occasional teacher fails to do so, the Board will

not be responsible for failure of a notice to such teacher. Any notice sent by the Board via registered mail or courier to the teacher's address which appears on the Board records shall be conclusively deemed to have been received by the teacher.

- L.F.7.6 An occasional teacher who, because of illness, pregnancy, adoption of a child, or any other reasons acceptable to the Board, becomes unavailable for an assignment, shall be retained on the Board's occasional teacher roster in an inactive status during the period of such unavailability for the remainder of the school year provided that such occasional teacher makes herself/himself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the occasional teacher roster. An occasional teacher who becomes unavailable for such reasons shall inform the Board of the date of commencement of a return from the period of unavailability.
- L.F.7.7 The Board shall call qualified occasional teachers on the occasional teacher roster first to replace teachers who are absent.
- L.F.7.8 Should the board need to add teachers to the LTO List, all eligible teachers on the OT Roster will be provided the opportunity to apply and interview for the LTO List. Such a review of the LTO List and opportunity for interview will normally occur annually.
- L.F.7.9.1 The Occasional Teacher Roster, as defined in Article L.F.1.3.4, shall be capped at twenty (20) percent of the FTE teachers employed by the Board as per Articles L.D.1.1.7.1.1 to L.D.1.1.7.4 in Part B - section L.D of this local agreement.
- This cap shall include occasional teachers who have accepted long-term occasional assignments.
- This cap shall also include occasional teachers who have applied for a leave under L.F.7.6, dual panel occasional teachers and retired teachers in receipt of an OTPP pension, counted as 0.5 FTE.
- L.F.7.9.2 An additional Long Term Occasional Teacher factor of two (2) percent of the FTE teachers employed by the Board as per Articles L.D.1.1.7.1.1, L.D.1.1.7.1.4 and L.D.1.1.7.4 in Part B - section L.D of this local agreement will be added to the Roster defined in L.F.7.9.1.
- L.F.7.9.3 Upon the written agreement of the Staffing Advisory Committee (SAC), the cap outlined in L.F.7.9.1 and L.F.7.9.2 may be revised for the duration of the school year. Occasional teachers who are hired to satisfy L.F.7.9.3 shall be notified in writing of the temporary nature of their status.
- L.F.7.9.4 Notwithstanding L.F.7.9.1, the Occasional Teacher Roster cap shall not include those teachers declared surplus under the provisions of Article L.D.7.4.4.4.
- L.F.7.9.5 In order to remain on the secondary OT Roster, all components of the renewal package must be received in Human Resource Services no later than August 31 for the upcoming school year. If documents are not received by the deadline the teacher will be removed from the OT Roster, subject to the discretion of the Board.

L.F.8.0 – SENIORITY AND RECALL

- L.F.8.1.1 The Board shall maintain a seniority list showing each occasional teacher's name and seniority ranking. A copy will be forwarded to the District 16 T/OT President by March 31. Seniority shall be defined as continuous service on the Occasional Teacher Roster.
- L.F.8.1.2 In the event that a tie in rank ordering occurs for Occasional Teachers, the tie shall be broken by lot conducted by the Director and the T/OT Bargaining Unit President or their designates.
- L.F.8.1.3 Seniority list(s) 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.
- L.F.8.2 A long-term occasional teacher who is absent from work due to illness, accident, pregnancy, adoption of a child or approved leave of absence shall continue to accumulate seniority during the period of such absence.
- L.F.8.3.1 In order to meet the requirements of L.F.7.9.1 and L.F.7.9.2 names may be added to the Occasional Teacher Roster throughout the school year.
- L.F.8.3.2.1 In the event that names are to be added to the Occasional Teacher Roster to meet the requirements of L.F.7.9.1 and L.F.7.9.2, the Board shall consult with OSSTF District 16 T/OT BU Chief Negotiator/Staffing Officer or designate. Depending on teacher qualifications and availability and system needs, priority when filling vacancies will be given to part-time teachers of District 16 as defined in L.D.5.0 whose applications to do occasional teacher work are on file.
- L.F.8.3.2.2 If after the application of L.F.8.3.2.1 there continue to be vacancies, consideration will be given to redundant District 16 teachers before external hires who have applications on file.
- L.F.8.4.1 In the event that names are to be removed from the Occasional Teacher Roster to meet the requirements of L.F.7.9.1, and after consultation with OSSTF District 16 T/OT BU, individuals will be removed based on seniority as defined in L.F.8.1. These teachers' names will be kept on file.
- L.F.8.4.2 In the event the Board begins to add names to the Occasional Teacher Roster after a year in which there were no vacancies, it shall make every reasonable effort to first contact those persons who were previously removed from the Roster by the application of Article L.F.8.4.1 followed by the application of Article L.F.1.3.4.1 and offer them the opportunity for employment as an occasional teacher. The Board will contact the former members in the order they were dropped from the roster, beginning with the Occasional Teacher with the greatest seniority. The right to be so contacted will apply for one (1) year from the date the teacher is removed from the roster.

L.F.9.0 – SICK LEAVE CREDITS

- The parties agree that these provisions remain valid unless replaced by the terms of the Central Agreement related to Provincial Benefits Trust.
- L.F.9.1 Upon the effective date of a long term occasional teaching agreement, the teacher shall be entitled to sick leave allocation in accordance with C9.00 in Part A (Central Agreement).

The administration of the sick leave plan shall be vested in the Director of Education.

- L.F.9.2 There shall be no payment made by the Board, other than that in accordance with C9.00 in Part A (Central Agreement), to any occasional teacher in respect of unused sick leave while employed as a long term occasional teacher.
- L.F.9.3 Absences as per Articles L.C.2.3.4, and L.C.2.3.5, shall apply equally to long term occasional teachers.
- L.F.9.4 There shall be no deduction from sick leave due to absence, up to a maximum of 5 days per school year for the following reasons:
- i. The severe illness or death of an immediate family member (or equivalent) such as parent/guardian, spouse/partner, child or sibling.
 - ii. Funeral (maximum 1 day per occasion)
 - iii. Moving (maximum 1 day per occasion)
 - iv. Teacher's own convocation or convocation of a teacher's spouse, teacher's son, teacher's daughter, (maximum 1 day per occasion)
 - v. For the purposes of an observance of a religious holiday, for an additional two (2) days beyond those referenced in L.C.2.3.5.
- L.F.9.5 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary as per C7.4 in Part A (Central Agreement). Payments by the Workplace Safety Insurance Board shall be made to the school board.

L.F.10.0 – PREGNANCY LEAVE BENEFITS

- L.F.10.1 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.
- L.F.10.2 Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in L.F.9.5 above, with the length of the SEB benefit limited by the term of the assignment.
- L.F.10.3 Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

L.F.11.0 – WORKING CONDITIONS

- L.F.11.1.1 The Board shall ensure that the timetable of a long-term occasional teacher is consistent with Section L.E.2.2.
- L.F.11.1.2.1 The Board shall ensure that:
- i. The timetable of a short term occasional teacher on a per diem basis is consistent

with Section L.E.2.2;

ii. The timetable of a short term occasional teacher on a per diem basis is consistent with or similar to the timetable of the teacher who is being replaced; and,

iii. The teacher called for a two-thirds assignment shall be given no more than the pro-rated number of instructional periods and/or classes as per Section L.E.2.2.

iv. The teacher called for a two-thirds assignment shall be given the assignment in either the first three (3) consecutive periods of the day or the last three (3) consecutive periods of the day.

v. Each of the above timetables may have an additional half period of APA added to the day.

L.F.11.1.2.2 The following are acceptable applications of “consistent with or similar to” as referenced in Article L.F.11.1.2.1:

i. The timetable matches the absent teacher identically regardless of how many subjects the absent teacher may teach;

ii. The timetable matches a minimum of two sections of the absent teacher’s timetable or occasional teacher’s teachables regardless of whether they are actually the absent teacher’s classes.

L.F.11.1.2.3 Notwithstanding L.F.11.1.2.2, if mutually agreed upon by the occasional teacher and the school, the occasional teacher can agree to do any combination of classes and APAs to a maximum of 3.5 periods.

L.F.11.2 An occasional teacher who accepts a full day-teaching assignment with the Board shall be provided with an uninterrupted period for lunch, free from duty, of at least forty (40) consecutive minutes per day. The lunch break shall occur between the end of the first period and the beginning of the last period.

L.F.11.3 No teacher shall be allocated assigned time over a continuous interval exceeding three (3) periods excluding travel time between periods.

L.F.12.0 – PROFESSIONAL ACTIVITY DAYS

L.F.12.1 A long-term occasional teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity.

L.F.12.2 In the event that a short term occasional teacher is required by the Board to attend a Professional Activity Day, the occasional teacher shall receive the normal rate of pay for the day.

L.F.12.3 A short term occasional teacher not required by the Board to attend a Professional Activity day or any other professional development program is encouraged to attend such programs and may attend on a voluntary basis without pay and with the approval of the school’s Principal or designate. Any fees charged for a professional development program will be paid by the occasional teacher at the same rate as that charged to a permanent

contract teacher.

- L.F.12.4 All occasional teachers on the secondary OT Roster shall have Professional Development opportunities as specified by the Staffing Advisory Committee.

L.F.13.0 – CALL-OUT ERRORS

- L.F.13.1 An occasional teacher who reports for a two-thirds assignment as a result of a call-out error on the part of the Board, shall be given appropriate employment for a two-thirds day and shall be paid a two-thirds pay for reporting for duty.
- L.F.13.2 If an occasional teacher has been called in error for a full-day assignment, the occasional teacher shall be guaranteed appropriate employment for a full day and shall be paid a full day’s pay for reporting for duty.

L.F.14.0 – LATE CALLS

- L.F.14.1 An occasional teacher shall not be considered late for a teaching assignment as a result of a late request to report to such assignment provided that the occasional teacher arrives on or before the time mutually agreed upon by the Board representative and the occasional teacher.
- L.F.14.2 Except where otherwise indicated by the Board representative, an occasional teacher shall report for duty at least fifteen (15) minutes prior to the commencement of classes

L.F.15.0 – AUTOMATED CALLING SYSTEM (S.T.A.R. SYSTEM)

- L.F.15.1.1 The Board and District 16 T/OT BU agree that the STAR System shall provide an equitable opportunity for work for all short term occasional teachers whose names are on the Occasional Teacher Roster taking into account qualifications and availability.
- L.F.15.1.2 The automated calling system shall be employed to engage short term occasional teachers in accordance with the Letter of Understanding “Occasional Teacher Call Out Protocol”.
- L.F.15.2 It is the responsibility of each occasional teacher to update the automated system of any change in their call back phone number, used to offer teaching assignments.
- L.F.15.3 The Board and District 16 T/OT BU agree to meet regularly and, in any event, at least once per year to review the design and operation of the automated calling system.
- L.F.15.4 Modifications to the design and/or operation of the automated calling system that impact on the collective agreement shall be made only with the mutual written consent of the Board and District 16 T/OT BU.
- L.F.15.5 It is the responsibility of the Board to ensure that all of the occasional teachers on the Occasional Teacher Roster are trained in the operating procedures of the dispatch system by means of instructional booklets. Each occasional teacher shall receive a copy of the written instructions.

L.F.16.0 – RECORD OF EMPLOYMENT FOR EI REPORTING

- L.F.16.1 For the sole and exclusive purpose of reporting the insurable hours under the *Employment*

Insurance Act, a teacher shall be deemed to have worked the number of hours agreed to by the parties.

SECTION L.G. – CONTINUING EDUCATION

L.G.1.0 – COMPENSATION

L.G.1.1 The parties agree that this section sets out all the rights and privileges of Continuing Education teachers teaching credit courses.

September 1, 2019:

Summer School teacher \$56.36 per hour

Night School teacher \$56.36 per hour

Virtual School teacher \$56.36 per hour

September 1, 2020:

Summer School teacher \$56.92 per hour

Night School teacher \$56.92 per hour

Virtual School teacher \$56.92 per hour

September 1, 2021:

Summer School teacher \$57.49 per hour

Night School teacher \$57.49 per hour

Virtual School teacher \$57.49 per hour

All rates include 4% vacation pay.

L.G.2.0 – ADULT DAY SCHOOL

L.G.2.1 The parties agree that this Section sets out all the rights and privileges of Continuing Education teachers teaching credit courses at the Adult Day School.

L.G.2.1.2.1 The parties acknowledge that the appointment of a teacher at the Adult Day School may be concluded upon three (3) days without cause.

L.G.2.1.2.2 Every effort will be made to avoid terminating the assignment of a teacher at the Adult Day School for reasons of insufficient enrolment after the mid-way point of the session.

- L.G.2.1.3 No teacher during his/her appointment as a teacher at the Adult Day School shall be disciplined without just cause.
- L.G.2.1.4 The Grievance procedure as outlined in L.A.7.0 of this local agreement applies to any reprimands, which may have been issued to a teacher.
- L.G.2.1.5.1 Teachers at the Adult Day School shall be paid benefits in accordance with the Board's schedule for Continuing Education Benefits at the Adult Day School. These benefits shall include semi-private hospitalization, Extended Health (including prescriptions, paramedical services and vision care), Basic Dental and Life Insurance as per Articles L.C.1.10 –L.C.1.5.1 in Part B – section L.C of this local agreement.
- For the purposes of Life Insurance coverage, the following formula will be used: Scheduled weeks of work will be 41.
- Annual Salary = Hourly Rate x Scheduled hours/week x 41 weeks
- The amount will be calculated based on the information appearing on the Acceptance of Position form each quadmester.
- L.G.2.1.5.2 Benefit premiums will be prorated based on an individual's assignment and will be adjusted on a quad by quad basis. The Board will pay the full premium cost for a full time teacher.
- L.G.2.1.5.3 A full time teacher at the RHCLC teaches two credits per quadmester. The full teaching timetable equates to 25 hours per week. A half-time teacher teaches one credit or 12.5 hours per week.
- L.G.2.2 Experience gained as a Continuing Education Adult School teacher may be recognized for placement on the grid as a regular teacher in a secondary school operated by the Board. One year of service will be granted based on a full continuing education workload of eight (8) credits taught. If a continuing education teacher teaches more than eight (8) credits in one year, the equivalent experience will be capped at one year.
- L.G.2.3 The wage schedule for Adult Day School teacher employed at Dr. Bette Stephenson Centre for Learning shall be as follows:

September 1, 2019

CATEGORY	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	48.16	48.16	48.16	48.16
1	48.16	48.16	49.68	52.22
2	48.16	49.11	53.20	56.09
3	50.00	52.27	56.71	59.95
4	52.86	55.44	60.22	63.83
5	55.73	58.60	63.73	67.69

6	58.59	61.76	67.26	71.56
7	61.46	64.93	70.76	75.43
8	64.32	68.09	74.28	79.31
9	67.19	71.26	77.79	83.16
10	70.05	74.42	81.31	87.04

September 1, 2020

CATEGORY	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	48.16	48.16	48.16	48.16
1	48.16	48.16	50.18	52.74
2	48.16	49.60	53.73	56.65
3	50.50	52.79	57.28	60.55
4	53.39	55.99	60.82	64.47
5	56.29	59.19	64.37	68.37
6	59.18	62.38	67.93	72.28
7	62.07	65.58	71.47	76.18
8	64.96	68.77	75.02	80.10
9	67.86	71.97	78.57	83.99
10	70.75	75.16	82.12	87.91

September 1, 2021

CATEGORY	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	48.16	48.16	48.16	48.16
1	48.16	48.16	50.68	53.27
2	48.16	50.10	54.27	57.22
3	51.01	53.32	57.85	61.16

4	53.92	56.55	61.43	65.11
5	56.85	59.78	65.01	69.05
6	59.77	63.00	68.61	73.00
7	62.69	66.24	72.18	76.94
8	65.61	69.46	75.77	80.90
9	68.54	72.69	79.36	84.83
10	71.46	75.91	82.94	88.79

*These rates are to be used for anyone hired after August 31, 2019

All rates include 4% vacation pay.

L.G.2.4 Where possible, when job vacancies for Adult Day School occur ten (10) school days or more prior to the beginning of any quadmester, the vacancies shall be posted on the Board website for five (5) working days.

L.G.2.5 An Adult Day School teacher eligible for a retirement gratuity as specified in Central Agreement Appendix A – Retirement Gratuities shall be paid the amount of retirement gratuity applicable to the teacher on August 31st, 2012. Retirement gratuity payments are processed as per L.C.3.0.

L.G.3.0 – SICK LEAVE

L.G.3.1 Adult Day School teachers shall be entitled to sick leave allocation in accordance with C9.00 in Part A (Central Agreement). The administration of the sick leave plan shall be vested in the Director of Education.

L.G.3.2 There shall be no payment made by the Board, other than that in accordance with C9.00 in Part A (Central Agreement), to any Adult Day School teacher in respect of unused sick leave while employed as an Adult Day School teacher.

L.G.3.3 Absences as per Articles L.C.2.2 shall apply equally to Adult Day School teachers.

L.G.4.0 – PREGNANCY LEAVE BENEFITS

L.G.4.1 The Employer shall provide for Adult Day School teachers 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.

L.G.4.2 Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in L.G.4.1 above, with the length of the SEB benefit limited by the term

of the assignment.

L.G.5.0 – WORKPLACE SAFETY INSURANCE BOARD (WSIB) TOP UP BENEFITS

L.G.5.1 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary as per C7.4 in Part A (Central Agreement). Payments by the Workplace Safety Insurance Board shall be made to the school board.

SECTION L.H – LETTERS OF INTENT AND LETTERS OF UNDERSTANDING

L.H.1.0 – POSITIONS OF RESPONSIBILITY

Letter of Understanding In order to ensure a headship model that is responsive to school and system, administrative and leadership needs, is supportive of teacher collaboration and subject expertise, and best meets the needs of students, teachers and schools, now and in the future, the parties agree to strike a committee consisting of three (3) representatives of the Board and three (3) representatives of District 16 OSSTF, to review the current headship model and explore alternative models. The parties agree that committee recommendations will include a structure of operationalizing article D.2.5.6. In addition, this review will also address and recommend revisions as necessary to:

- POR structure,
- Requirements and qualifications,
- Term and renewal
- Equity of access;
- Hiring process, and
- Roles and responsibilities

The committee shall meet within thirty days of ratification, schedule a minimum of eight (8) further meetings thereafter and make recommendations to the parties no later than May 31, 2016 for implementation for September 2016. Should the committee not reach agreement on recommendations in the areas outlined above, the provisions of the Collective Agreement in article D.2.0 shall prevail.

L.H.2.0 – E.I. REPORTING

Letter of Understanding The parties agree that effective September 1, 2014, for the sole and exclusive purpose of reporting insurable hours required under the *Employment Insurance Act*, full time teachers and occasional teachers shall be deemed to have worked eight (8) hours each working day they have worked. The hours worked by part-time teacher and occasional teachers working on a partial work day shall be pro-rated accordingly.

L.H.3.0 - OCCASIONAL TEACHER CALL OUT PROTOCOL

Letter of Understanding The parties agree that the following Occasional Teacher Call Out Protocol will be used for filling short-term teacher absences:

Any secondary teacher holding a permanent part-time teaching position or a part-time

Long Term Occasional (LTO) assignment of .17 FTE, who is on the secondary OT roster, may be pre-arranged by the school to cover a part-time short term occasional vacancy in their school prior to the job being released for call out.

When the services of an OT are required by a school, the sequence of the automated system (STAR) call out shall be as follows:

1. An OT from the secondary OT Roster who is qualified in the subject(s) requested.
2. An OT from the secondary OT Roster who is not qualified in the subject(s) requested.

The system will call sequentially as it moves through step 1 and subsequently step 2. The following day the system will comment call out from where it left off.

Notwithstanding the above, in the event that a teacher is absent for more than one day consecutively, the Principal and/or designate may request the services of the same occasional teacher who replaced the absent permanent teacher for the first day of those absences, subject to the posting requirements for LTO positions.

L.H.4.0 – PROFESSIONAL DEVELOPMENT

Letter of Intent The Board agrees to allocate \$20,000 in each of the 2015-16 and 2016-17 school years for the purpose of supporting the professional development of occasional teachers as per F.11.4. The use of these funds shall be determined jointly through SAC.

L.H.5.0 – APPLICATION OF SENIORITY IN ADULT DAY SCHOOL

Letter of Intent The Parties will engage in a review of how seniority may be applied in the Adult Day School context. This review shall be conducted and completed prior to August 30, 2022. Items that were raised locally but not resolved in the 2019-2022 round of collective agreement negotiations in respect of the application of seniority to Adult Day School may be raised for discussion by either party as part of this review.

L.H.6.0 – HIRING PRACTICES

Letter of Intent The parties agree that YRDSB will consult with OSSTF D16 and allow for input and feedback in respect of changes to local hiring processes that must be determined prior to December 31, 2020 as a result of the repeal of Regulation 274.

This LOA expires and will be removed from the collective agreement on August 30, 2022.

L.H.7.0 – OT ROSTER CAP

Letter of Intent Whereas the Parties acknowledge the operational need of limiting any occasional teacher assignments from going unfilled, in order to build flexibility and if required the following process shall be followed:

1. Revise the cap outlined in L.F.7.9.1 and L.F.7.9.2 pursuant to L.F.7.9.3;
2. If agreement on cap revision is not achieved pursuant to L.F.7.9.3, the Board shall be able to:

Temporarily pierce the cap by an amount equal to 50% of the full semester Long Term Occasional teachers who have been hired for the current semester from the YRDSB's roster of occasional teachers. For example, if 100 full semester LTOs are hired for semester one (1) the Board would be able to pierce the cap by 50 additional OTs.

The Board agrees that this increase in the size of the cap will be adjusted and brought back into compliance with L.F.7.9.1 and L.F.7.9.2 at the end of the semester the piercings occurred in as per L.F.8.4.1.

For the purposes of this letter, a full semester assignment is an assignment that starts in the first week of the semester and goes on for the entire semester.

The Parties further agree that during the 2020-2021 school year that a Board/Federation committee consisting of three members of each party will meet to investigate issues related to the availability of work for OTs and the number of unfilled jobs. This committee will make recommendations on ways to alleviate both concerns prior to the next round of negotiations or earlier if mutually agreed.

This Letter of Intent shall expire on August 30th 2022.

L.H.8.0 – OUTSTANDING ITEMS FOR HUMAN RESOURCES

Letter of Intent The parties recognize that the following items were raised locally but not resolved in the 2019-2022 round of collective agreement negotiations but wish to continue addressing them through the discussions between Human Resources and OSSTF D16.

1. Application of the Board's Attendance Management Program

This LOA expires and will be removed from the collective agreement on August 30, 2022.

L.H.9.0 – OUTSTANDING ITEMS FOR SAC

Letter of Intent The parties recognize that the following items were raised locally but not resolved in the 2019-2022 round of collective agreement negotiations but wish to continue addressing them through the Staffing Advisory Committee.

1. Transfer/Exchange Program
2. The Expansion of the APG program design to other community class programs
3. Staff meetings.
4. POR timetables
5. Health and Safety (bullying and harassment)
6. Temporarily Vacating PORs due to life circumstances

This LOA expires and will be removed from the collective agreement on August 30, 2022.

L.H.10.0 – POR SELECTION PROCESS REVIEW

Letter of Intent The Board will engage in a review of the POR selection process in consultation with OSSTF. This review shall be conducted and completed during the 2020-21 school year. Items that were raised locally but not resolved in the 2019-2022 round of collective agreement negotiations in respect of the POR selection process may be raised for discussion by either party as part of this review.

This LOA expires and will be removed from the collective agreement on August 30, 2022.

L.H.11.0 – POSITIONS OF RESPONSIBILITY (“POR”)

Letter of Intent Whereas the parties have engaged in a review of the POR process as it relates to Department Heads and Assistant Department Heads; and

Whereas the selection process remains the exclusive purview of the Board, subject to the Collective Agreement and/or applicable legislation and may be subject to change.

It is agreed that the Parties shall hereby abide to the following process:

1. Threshold

The “Overall Threshold” score for success in the POR recruitment process is a combined score of 75% (i.e. 75/100), inclusive of all components of the process.

The “Minimum Threshold” score in the POR recruitment process is a combined score of 60% (i.e. 36/60) inclusive of the application and interview only.

In any posting round, references must be checked for at least the top 3 candidates who have met the Minimum Threshold and the incumbent (where the incumbent scores at least 30/60) in order to determine whether the Overall Threshold has been met.

2. Preference to Incumbent

a) Preference shall be given to an incumbent, as per L.D.2.5.7, where the incumbent scores 70% or above and within 10% (10% or less) of the highest scoring qualified candidate who meets the Overall Threshold for being deemed successful.

b) If the incumbent is the only applicant, the Overall Threshold for being deemed successful shall be 70% (i.e. reduced by 5%).

c) Where an incumbent is the only applicant but does not meet the Overall Threshold, a principal retains the discretion to appoint the incumbent into the position for the full term.

d) Where an incumbent does not meet the Minimum Threshold but is nevertheless appointed at the conclusion of the process outlined in this LOI, a principal retains the discretion to appoint the incumbent into the position for the full term.

3. Threshold adjustment where only one applicant in a posting round

If there is only one applicant in a posted round, the Overall Threshold for being deemed

successful shall be 70% (i.e. reduced by 5%).

4. Consideration of Unqualified Candidates

At the stage in the process, as per the Staffing Timelines, where an unqualified candidate may be considered, an unqualified candidate may only be successful where they met the Overall Threshold and score at least 11% higher than the highest scoring qualified candidate (who did not meet the Overall Threshold) from the current or previous rounds in the process.

5. Where no candidate meets the Overall Threshold

By no later than April 21st of each year, where there are no candidates who successfully met the Overall Threshold, the following shall apply:

Principals shall reconsider all past qualified candidates from the current staffing cycle who met the Minimum Threshold, but who did not meet the Overall Threshold following the reference check. The Principal will have the discretion to select from any one of those qualified candidates and, as per collective agreement article L.D.7.4.6, fill all positions by May 1.

If no qualified candidates meet the Minimum Threshold, the Principal shall select from any candidate who had applied to the position during the current staffing cycle, to serve in the POR in an interim/acting capacity for one (1) school year only, upon which the position will be re-posted.

6. Posting after May 1

If there is a new posting for a POR on or after May 1, the principles of this LOI shall continue to apply to the recruitment process, and will be filled in accordance with the Staffing Timelines.

7. Sharing of scores

Where a reasonable concern and/or grievance arises related to an applicant being unsuccessful in the process, the Board will share with OSSTF the unsuccessful applicant's overall score and the overall score of the successful applicant, for the purposes of demonstrating compliance with this LOI. Further, the Board will provide a statement of confirmation to the Union that the process applied to both candidates was identical.

8. This letter of intent shall only apply for the POR staffing cycles in the 2020/21 and 2021/22 school years for POR positions in the 2021/22 and 2022/23 school years, unless the parties agree otherwise.

L.H.12.0 – OT MENTORSHIP PROGRAM

Letter of Intent During the 2020/2021 school year, the parties agree to meet for the purposes of developing a voluntary mentorship program for teachers on the OT list. These discussions may include, but are not limited to, promoting employment equity, scope of the program, setting expectations for outcomes, determining program capacity, and logistical considerations.