

COLLECTIVE AGREEMENT

between

The Lambton Kent District School Board



and



**Ontario Secondary School Teachers' Federation
District 10**

September 1, 2019

to

August 31, 2022

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PART A

CENTRAL AGREEMENT

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>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
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2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities *(Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.*

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy	

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

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

**ARTICLE L1
PURPOSE**

- L1.01 It is the intent and purpose of the Parties in this Collective Agreement, hereinafter referred to as the “Agreement”, to set forth certain of the conditions of employment together with the salaries and the allowances which govern the Members who are covered by the Agreement.

**ARTICLE L2
TERM OF AGREEMENT**

- L2.01 This Agreement shall be in effect for the term outlined in C2.00, and shall continue automatically thereafter for annual periods of one year unless a notice to bargain is issued as outlined in C2.00.
- L2.02 No changes can be made to this Agreement without the mutual written consent of the parties, nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures unless mandated by Regulations or Statutes of the Province of Ontario.

**ARTICLE L3
RECOGNITION**

- L3.01 The Board recognizes the Ontario Secondary School Teachers’ Federation (“OSSTF”) as the bargaining agent authorized to negotiate on behalf of its Members employed to teach by the Board

AND

- L3.01.1 assigned as Teachers, including Teachers on Letters of Permission, to one or more secondary schools or to perform duties in respect of such schools all or most of the time

OR

- L3.01.2 of every Teacher who is on the Board’s roster of Occasional Teachers and may be assigned to a secondary school

OR

- L3.01.3 of every Part X.1 teacher who is assigned as Continuing Education, Adult Education, Summer School Night School Teacher, Secondary Home Instructor or Marker to deliver or mark credit courses in one or more secondary schools or other facility used by the Board.

- L3.02 The Board recognizes the negotiating team of the Bargaining Unit as the party authorized to negotiate on behalf of the Union.
- L3.03 At any time during negotiations or procedures under this Agreement, either Party may obtain assistance from one or more advisors, agents, counsellors or solicitors to assist, advise, or represent it in any or all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE L4 MANAGEMENT RIGHTS

- L4.01 Both parties to this Agreement recognize that, subject to the qualifications and limitations contained in this Agreement, it is the sole right of the Board to manage the affairs of the Board in accordance with the Statutes and Regulations of Ontario. These include the right:
- a) to determine educational policies under the *Education Act* and related Statutes;
 - b) to discipline, demote, and dismiss teachers for just cause;
 - c) to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Secondary School system;
 - d) to establish the hours of school and the school year and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations;
 - e) to make, enforce and alter from time to time reasonable rules and regulations governing teachers;
 - f) to plan and control the number of teachers to be employed, the number of students to be allocated to a program, and the class size subject to the provisions outlined in the *Education Act*, Provincial Statutes, Provincial Regulations, and clauses in the Collective Agreement;
 - g) The Board has the right to create or designate a new Bargaining Unit position to be filled by a Member. The salary schedule for such a position shall be arrived at by agreement through negotiation with OSSTF. In the event the parties are unable to reach agreement, the matter shall be referred to binding arbitration and the salary shall be retroactive to the first day of work in the new position.

**ARTICLE L5
UNION RIGHTS**

- L5.01 The Board agrees that no Member shall be disciplined, demoted or discharged without just cause. Where the Board deems that a suspension is to be imposed, such suspension must be for a stated, definite reason(s).
- L5.02 The Board recognizes the right of OSSTF to represent a Member at any meeting when the conduct or competence of the Teacher is being considered.
- L5.02.1 A Member will be informed of the right to request representation prior to any meeting which involves or may lead to disciplinary action.
- L5.03 The Board recognizes that the Teachers in its employ have right of access to their personnel file in the Board's Human Resources Department during regular working hours to examine the contents of their file in the presence of a Human Resources staff person.
- L5.03.1 A Member will be provided a copy of any written appraisal put in the Teacher's file and will be allowed to add comments prior to filing
- L5.03.2 If there is a dispute as to the accuracy of any material on file, said dispute may be the subject of a grievance.
- L5.03.3 Documents contained in a Member's file that are of a disciplinary nature will be destroyed by shredding after twenty-four (24) months provided that there has been no subsequent disciplinary action of the same kind.
- L5.04 The Board shall provide a bulletin board for the use of the Bargaining Unit at an appropriate location in each work site upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Bargaining Unit, Members and/or Occasional Teachers.
- L5.05 The Board shall make every effort to provide a confidential meeting area in each work location for Union business.
- L5.06 The Board agrees to acquaint new Members with the fact that a Collective Agreement is in effect so that these Members can be advised of the terms and conditions set out in the Agreement.
- L5.07 Any information regarding the status of a Member which can be made available, any information which is public information because it has been part of a Board report in public session, and any information regarding teacher salaries and insured benefits will be provided to the Bargaining Unit upon written request.

- L5.08 The Board shall assign or reassign duties to Members elected or appointed as Bargaining Unit delegates or representatives to permit attendance at a Bargaining Unit meeting. The Bargaining Unit shall reimburse the Board for the cost of a supply teacher, if a supply teacher is required and assigned.
- L5.09 Acceptance of Position blank forms, used for all Members who are subject to this Agreement, shall be accessible to the President of District 10, OSSTF.
- L5.10 The Board and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practised upon any Member because of Union membership.
- L5.11 The Union shall be allowed to carry out Union business on the Board's premises including, without restricting the generality of the foregoing, Membership meetings, executive meetings, and conferences between Union representatives and Members at times other than the Members' scheduled instructional time.
- L5.12 The Board shall not discipline in any way a Member for reporting an incidence of misfeasance, malfeasance, fraud or any other action/inaction on the part of the Board which is believed to be detrimental to the students and/or the employees.
- L5.13 The Board shall provide a copy of each Member's updated profile sheet on or about October 31, for the information of the Bargaining Unit. Newly hired Members' profile sheets will be forwarded to the Bargaining Unit within thirty (30) calendar days.
- L5.14 The Board shall forward to the District President no later than ten (10) working days after the start of school each semester the following information by school:
- L5.14.1 a staff list showing names, addresses, and phone numbers of all Members; and
 - L5.14.2 all teachers' timetables; and
 - L5.14.3 all class sizes; and
 - L5.14.4 copies of the approval letters for teachers working on a Letter of Permission or Temporary Letter of Approval; and
 - L5.14.5 a copy of each schools' supervision schedule including minutes scheduled; and
 - L5.14.6 a list of Members currently on leave, their FTE status and projected date of return;

L5.14.7 any other information determined by the Secondary Staffing Committee.

L5.15 The Board will inform the Union of any changes made to its policies, procedures and regulations or the introduction of new policies, procedures and regulations.

**ARTICLE L6
UNION DUES CHECK-OFF**

L6.01 On each pay date on which a Member is paid, the Board shall deduct from each Member the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) calendar days prior to the expected date change.

L6.02 The OSSTF dues deducted in L6.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Members, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

L6.03 Dues specified by the Bargaining Unit in L6.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 10, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Members, the number of days worked, salary for the period, and the amounts deducted.

L6.04 The Board will deduct and remit to the Bargaining Unit each month the Federal EI Rebate that the Members are entitled to under Federal EI Legislation. The Bargaining Unit shall save the Board harmless with respect to any individual grievance filed by any Member of the Bargaining Unit with respect to these funds.

L6.05 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

**ARTICLE L7
NO STRIKE OR LOCK-OUT**

L7.01 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

**ARTICLE L8
GRID PLACEMENT (CATEGORIES)**

- L8.01 Category definitions shall be those outlined by the current OSSTF Certification Plan. Members will be placed in the appropriate category for salary purposes according to their OSSTF Certification Rating Statement or Qualifications Evaluation Council of Ontario (QECCO).
- L8.02 A Member who qualifies for a change in category by reason of improved certification shall be placed in the appropriate position on the Salary Grids as outlined in Article L11.01.1.
- L8.02.1 Where a Member has reason to believe they qualify for a change in category placement, the Member shall notify in writing and submit the appropriate documentation to the Board.
- L8.02.2 If notice and documentation are received by the Board on or before June 15, the payment shall be retroactive to as early as September 1. However, a Member shall not receive retroactive payment for category improvement for any period of time prior to completion of the qualifications. Completion of the qualifications is deemed to be the date when the last course(s) was (were) completed.
- L8.02.3 It is the Member's responsibility to provide evidence of completion of all courses taken, in order to receive retroactive payment.
- L8.03 No Member 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, experience, and responsibility.

**ARTICLE L9
TEACHING EXPERIENCE ALLOWANCE**

- L9.01 The Board agrees to recognize teaching experience for the purpose of placement on the salary grid. This includes all teaching experience occurring in elementary and/or secondary schools and colleges and/or universities in Ontario and elsewhere, as recognized by the Board and includes other teaching experience deemed equivalent by the Board.
- L9.02 Each year of teaching experience recognized under Article L9.01 will count towards the teacher's placement on the salary grid until the maximum salary is reached.
- L9.03 The effective date for annual grid advancement will be September 1.

- L9.04 Full grid advancements shall be granted for each full year of teaching.
- L9.05 Partial grid advancements shall be granted for teaching in consecutive months according to the following schedule:

1 month or more = 1/10 Grid Step
2 months or more = 1/5 Grid Step
3 months or more = 3/10 Grid Step
and so on to
9 months or more = 9/10 Grid Step
One semester = 5/10 Grid Step

L9.05.1 Notwithstanding Article L9.05, casual/daily occasional teaching experience shall be recognized such that twenty (20) days of accumulated experience shall be equal to .1 year of credit.

L9.05.2 The grid placement of a Member employed as of June 30, 1998 shall not be adversely affected by the application of Article L9.

- L9.06 For positions of added responsibility, the Member's salary shall be in accordance with the Member's placement on the Teacher's Salary Grid in Article L11.01.1 plus the responsibility allowances in Article L11.03.

ARTICLE L10 RELATED EXPERIENCE

- L10.01 For each year of recognized related business and/or industrial experience beyond the basic requirement for entrance to a Faculty of Education, the credit shall be one (1) year on the grid with the salary not to exceed grid maximum.

L10.01.1 To be recognized:

- i) related experience must be in a field directly related to the subject taught.
- ii) Related experience means experience in a trade, profession, or business directly related to the teaching position for which the Member is hired.
- iii) Application for recognition of related experience is to be submitted with documentation acceptable to the Board within twelve (12) months of the effective date of hire. Salary adjustment shall be made retroactive to the effective date of hire.

- L10.02 A year of related experience shall be defined as the equivalent of 1750 hours.
- L10.03 No present employee will have the employee's grid placement adversely affected by the implementation of Articles L10.01 and L10.02 above.

**ARTICLE L11
SALARIES AND ALLOWANCES**

L11.01.1 SALARIES

September 1, 2019

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	47,391	50,133	53,403	56,385
1	50,681	53,652	57,149	60,440
2	53,971	57,167	60,891	64,494
3	57,259	60,686	64,641	68,552
4	60,547	64,201	68,386	72,602
5	63,834	67,721	72,130	76,658
6	67,124	71,234	75,879	80,717
7	70,410	74,752	79,624	84,771
8	73,701	78,268	83,372	88,824
9	76,988	81,784	87,119	92,881
10	80,279	85,300	90,866	96,939
11			94,611	100,989

September 1, 2020

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	47,865	50,634	53,937	56,949
1	51,188	54,189	57,720	61,044
2	54,511	57,739	61,500	65,139
3	57,832	61,293	65,287	69,238
4	61,152	64,843	69,070	73,328
5	64,472	68,398	72,851	77,425
6	67,795	71,946	76,638	81,524
7	71,114	75,500	80,420	85,619
8	74,438	79,051	84,206	89,712
9	77,758	82,602	87,990	93,810
10	81,082	86,153	91,775	97,908
11			95,557	101,999

September 1, 2021

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	48,344	51,140	54,476	57,518
1	51,700	54,731	58,297	61,654
2	55,056	58,316	62,115	65,790
3	58,410	61,906	65,940	69,930
4	61,764	65,491	69,761	74,061
5	65,117	69,082	73,580	78,199
6	68,473	72,665	77,404	82,339
7	71,825	76,255	81,224	86,475
8	75,182	79,842	85,048	90,609
9	78,536	83,428	88,870	94,748
10	81,893	87,015	92,693	98,887
11			96,513	103,019

L11.01.2 TEACHER CONSULTANTS

Level	Positions
1	Co-ordinators of Special Education
2	Program Consultants
3	Secondments (short term) Special Project Teachers (short term) Temporary or Acting Appointments

Allowance (\$) above grid salary effective	LEVEL		
	1	2	3
September 1, 2019	\$7305	\$5978	\$4649
September 1, 2020	\$7378	\$6038	\$4695
September 1, 2021	\$7452	\$6098	\$4742

L11.02 EXTRA DEGREE ALLOWANCE

There shall be an allowance for one recognized extra degree (Canadian or equivalent) payable January 1 or September 1 provided said degree has not been used for placement in a category. A recognized extra degree is one denoting post-graduate work and the allowances are as follows:

Allowance (\$) above grid salary effective	Extra Degree Allowance		
	Master’s Degree or equivalent	B.A. held by technical studies Teacher (Refer to L11.02.1)	Doctorate Degree (earned)
September 1, 2019	\$979	\$979	\$1425
September 1, 2020	\$989	\$989	\$1439
September 1, 2021	\$999	\$999	\$1453

- L11.02.1 B.A. held by technical studies Teacher, acceptable for admission to a College of Education and provided that the degree is over and above credits already used to qualify for a particular category.
- L11.02.2 Allowances will be paid for the highest degree only.
- L11.02.3 All teachers who have been receiving this allowance prior to the 2000/2001 school year shall continue to receive it as described.
- L11.02.4 Effective September 1, 2000, teachers who acquire any of the degrees described shall be credited with one (1) year of experience on the salary grid in Article L11.01.1.

L11.03 POSITIONS OF ADDED RESPONSIBILITY ALLOWANCE

An allowance shall be paid for the school year to be determined by:

Year	Major Curriculum Leader	Minor Curriculum Leader	Computer Site Leader
September 1, 2019	\$4203	\$2762	\$4203
September 1, 2020	\$4245	\$2790	\$4245
September 1, 2021	\$4287	\$2818	\$4287

L11.04 TRAVEL ALLOWANCE

Travel allowances shall be paid in accordance with the Board Policy.

L11.05 METHOD OF CALCULATING SALARY

All annual teaching salaries for the period covered by the Agreement will be determined according to the salary matrix schedules contained in Article L11.01.1.

L11.05.1 Recognized Related Experience Allowance will be added to the salary matrix value where applicable and the total is not to exceed the maximum salary.

L11.05.2 Responsibility allowances are in addition to the salary grid.

L11.06 METHOD OF PAYMENT

Annual salaries for Members employed by the Board shall be paid in 21 payments as follows:

- 4% of annual salary on the first banking day of September;
- 4% of annual salary on the 15 of each month from September to June;
- 8% of annual salary on the last working day in December;
- 4% of annual salary on the last working day of the month (September to November, January to May);
- 16% of annual salary on the last working day in June.

L11.06.1 Salary paid to Members leaving the employment of the Board or beginning an unpaid leave of absence during the school year shall be pro-rated on the basis of days worked over the total number of working days in the school year. Any salary owing will be paid no later than the following pay period.

L11.07 PAYROLL DEDUCTIONS

All payroll deductions for Income Tax, Teachers' Pension Plan, Union/Bargaining Unit dues, and all insured benefit payments will be deducted in proportionate amounts from each pay. Deductions for Canada Pension Plan and Employment Insurance will be deducted as required by law until the maximum deductions are reached.

L11.08 REGISTERED RETIREMENT SAVINGS PLAN

The Board agrees to make constant monthly deductions from the salary of those Members who choose to participate in the OSSTF's R.R.S.P. known specifically as Educators Financial Group Registered Retirement Savings Plan and to remit such deductions to the Trustee of the plan provided:

- a) participants shall be permitted to change the amount of their contributions a maximum of two (2) times during each school year, namely, September 30 and February 1, with the exception of initiation or termination of contribution which the participant may effect with thirty (30) days' notice; and
- b) that OSSTF agrees to provide all necessary information required for administration of the plans in a format acceptable to the Board.

**ARTICLE L12
BENEFIT PLANS**

- L12.01 Members shall join the mandatory plans and have the option of joining the optional plans as outlined in the Benefits Table in L12.08.
- L12.02 Premium sharing shall be as outlined in the Benefits Table in L12.08. Premium rates shall be quoted as Single and Family.
- L12.03 Part-time Members teaching half (1/2) time or more will have their premium sharing determined as though they were full-time.
- L12.03.1 Member(s) teaching less than half (1/2) time will participate on a pro-rata basis except for those currently participating on a full-time basis.
- L12.04 Member(s), other than part-time, on an unpaid leave of absence covered by other plans agreed to by the Board and OSSTF, excluding sick leave being used to serve the waiting period for LTDI plan, will pay 100% of the cost to maintain their benefits for any month(s) where there is no remuneration received from the Board. (i.e. If there were no remuneration in May, the Member would pay 100% of the premium cost that would normally be deducted from the May cheque.)
- L12.05 A Member who retires shall have the option of continuing eligible benefits in the Benefits Table (Article L12.08) until age 65 by making full premium payments through the Board.
- L12.06 **LONG TERM DISABILITY INSURANCE**
- L12.06.1 The Union will administer an LTDI plan in accordance with the current signed agreement with the carrier.
- L12.06.2 Members on leave receiving LTDI benefits may participate, subject to the terms and conditions of the applicable policies, in the Board's benefit plans until:
 - a) they no longer qualify for disability benefits; or
 - b) they qualify for the 85 factor for pension; or
 - c) they go on pension benefits; or

d) they retire, resign or die.

L12.07 **SURVIVOR BENEFITS**

If allowed by Carrier, the Board will continue the employee benefits for the survivor for up to six (6) months at the Board's normal premium subsidization and for an additional 6 months at the survivor's expense.

L12.08 BENEFITS TABLE

Plan	Mandatory (M) Optional (O)	Carrier	% premium Board	% premium Member	Description & Comments
Life Insurance	M	Great West Life	100 85	0 15	salary to \$65,501 \$65,502 - \$275,000 For a total of \$275,000
Dependent Group Life Insurance	O	Great West Life	0	100	\$15,000 life insurance on spouse and \$7,500 on each dependent child
Accidental Death & Dismemberment	M	RBC	85	15	\$275,000
Optional Group Life Insurance	O	Great West Life	0	100	Available in \$10,000 units to a maximum of \$250,000 with male/female, smoker/non-smoker, age-banded rates. Subject to approval of evidence of insurability.
Dental Plan	M*	Great West Life	85	15	Including, but not limited to: Prescription Drugs Deluxe Travel Plan Outside Canada Coverage Private Nursing / Physiotherapy Accidental Dental / Prosthetic Appliances Rental or at the plan's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a physician Ambulance / Chiropractor / Osteopath / Podiatrist and Chiropodist Hearing Aids Eye Glasses / Laser Surgery Eye Exam Orthodontics Major Restorative O.D.A. fee schedule one year behind current effective Jan. 1 of each year
Major Restorative and Dentures	M*		85	15	
Orthodontics	M*		85	15	
Extended Health Care	M*		85	15	
Vision Care	M*		85	15	
Semi-Private	O		85	15	
Long Term Disability	M	OTIP	0	100	Ontario Teachers' Insurance Plan
Employee Assistance Program	M	Family Counselling Centre Family Service Kent	85	15	Family Counselling Centre - Sarnia Family Service Kent - Chatham

* unless covered by spouse

L12.09 MARKETING OF BENEFIT PLANS

While the Article L12.08 Benefits Table identifies specific carriers, it is understood that from time to time the Board will market the benefit plans to ensure the service and costing are competitive. Marketing of the benefit plans may result in a change in carrier. However, it is the intent that the marketing of the plan(s) would not result in a change in the benefit plan(s).

L12.10 Semi-annual meetings between the Union and the Board will be held to review, monitor, and make recommendations to the Union Executive and the Board regarding the best use of the benefit compensation with information available from the carrier.

**ARTICLE L13
WORKPLACE SAFETY AND INSURANCE**

L13.01 When a Member is eligible for, and receives approval of, a claim by the Workplace Safety and Insurance Board of Ontario:

- a) the Workplace Safety and Insurance payment shall be remitted to the Board;
- b) the Member shall receive full pay from the Board;
- c) there shall be no deduction of Sick Leave Credits from the Member.

**ARTICLE L14
SICK LEAVE**

L14.01 After five (5) consecutive days absence caused by sickness, a certificate from a duly qualified medical practitioner or dentist may be requested certifying the inability of the teacher to attend to their duty. Nothing in the foregoing shall prohibit the Board from requiring a teacher to submit such a certificate following a period of absence should the Board believe the circumstances warrant it.

L14.02 The parties agree that modified/rehabilitative work makes a valuable contribution to a more rapid recovery after an injury or illness has occurred. The parties shall work in a co-operative approach in consultation with the Ontario Teachers' Insurance Plan vocational rehabilitation consultants and/or a District Bargaining Unit Representative to develop modified work, either on a temporary or permanent basis, in order to accommodate an employee's established medical capabilities.

L14.02.1 The Return To Work Committee shall consist of the Member, an OSSTF Representative (Federation Officer and/or TBU President), the LKDSB Human Resources Officer, and the Principal of the Member's school.

L14.02.2 The return to work committee shall meet when accommodations are required for a Member to return to work.

**ARTICLE L15
RETIREMENT GRATUITY**

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:

L15.01 To be eligible for the Retirement Gratuity, a Member hired after September 1, 1975 must have five (5) or more years service with the Lambton Kent District School Board or its predecessor Boards.

L15.02 The amount of the Retirement gratuity shall be calculated as follows:

$$X \times .5 \times \frac{Y}{200} \times \frac{Z}{20} = \text{gratuity}$$

where "X" is the Member's final year's salary based on their position on the grid; and where "Y" is the number of days of cumulative sick leave credit at date of retirement; and where "Z" is the number of years of service with the Lambton Kent District School Board or its predecessor Boards excluding years of service as an occasional teacher or other non-teaching position (not to exceed its denominator).

L15.03 The payment of the Retirement Gratuity shall be made only when a Member retires from teaching to pension, or retires through permanent total disability, or dies.

L15.04 In the event of the death of an eligible Member either before or after retirement, but before receiving the full benefits of the Retirement Gratuity as provided under Section L15.02, such benefits shall be paid to the Member's estate.

L15.05 The Retirement Gratuity shall be based upon the salary and years of service, which shall include sabbatical leave, of the Member at the date of regular retirement, total disability or death. Members who elect to work part time or take a leave for their last year of teaching will still qualify for a full gratuity.

L15.06 Provided the member advises the Board of their intended retirement, the allowance upon request may be paid as soon as practical after the retirement.

A member shall be allowed to defer the gratuity to the subsequent taxation year at the Member's discretion. The Member shall notify the Board at the time of the

official retirement notice of their choice, otherwise the gratuity will be paid at the first opportunity following retirement.

L15.07 A Member dismissed for cause shall not receive a Retirement Gratuity unless otherwise decided by the Board.

L15.08 A Member shall not be entitled to more than 50% of their annual salary.

ARTICLE L16 LEAVES OF ABSENCE

L16.01 No Member shall be absent from school during school hours, except in the case of illness, without the consent of the Principal, who shall report the absence to the Human Resources Department. A "Request for Leave of Absence" form is required for all absences. In emergency situations, a telephone notification will suffice provided the Request for Leave of Absence form is completed upon return to work.

L16.02 Deductions from sick leave credits will be made for illness only.

L16.03 **LEAVE WITH PAY**

The Board shall grant a leave of absence with no deduction in salary or sick leave credits, subject to the following limitations:

- a) up to three (3) days leave in the event of a serious illness, medical appointment/treatment, or legal obligation involving a spouse, common-law partner, child, sibling, parent, total dependent, or near relative living in the same home;
- b) a leave of up to five (5) days for the death of a spouse, common-law partner, child, sibling, parent, grandparent, near relative or total dependent living in the same home;
- c) a leave of up to three (3) days for the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, or total dependent;
- d) a one (1) day leave for the purpose of attending a funeral for someone not covered in L16.03 (b) or L16.03 (c);
- e) a leave of up to two (2) days for the birth or adoption of a child by the Member;
- f) a leave for approved school business;
- g) a one (1) day leave for writing Post-Secondary or Trades examinations

- h) a leave for attendance in court as a subpoenaed witness (where the Member is not a party to the action) or for jury duty, provided that any fees received be turned over to the Board;
- i) a leave for each day in attendance at court where the Member is a party to the action in which the Member has been charged and has been acquitted, or where a civil action has been initiated against the teacher on an education related matter, and the teacher has been found at no fault. In both cases, the Member shall be allowed leave of absence without deduction of salary for time spent in court. In any instance, salary shall not be deducted until the decision of the court has been handed down;
- j) a leave for each day in which the Member is quarantined;
- k) a leave for observance of a religious Holy Day;
- l) a one (1) day leave to attend the Member's own post-secondary graduation
- m) a leave of up to five (5) days may be granted by the Director of Education or designate for extenuating circumstances in addition to any leave granted under Article L16.03.

L16.04 LEAVE WITH COST OF SUPPLY

The Board shall grant a leave of absence with the Member paying the cost of an occasional teacher in the following instances:

- a) employees elected or appointed to councils, boards, commissions and/or committees or other such organizations;
- b) court appearances other than for those reasons in L16.03.h) and L16.03.i);
- c) for a Member's own wedding or the wedding of a son or daughter
- d) a one (1) day leave to attend the post-secondary graduation of a spouse, common-law partner, daughter, or son
- e) two (2) days leave for exceptional personal circumstances

L16.05 LEAVE WITHOUT PAY

The Board shall grant a leave of without pay in the following instances:

- a) for an Extended Leave of Absence (subject to the limitations set out in Article L16.06);
- b) for a Public Office Leave other than that listed in L16.04 a). An employee who is a candidate in a Federal, Provincial or Municipal election will be granted a leave of absence;
- c) a leave necessitated by exceptional circumstances may be granted by the Director of Education.

NOTE: A full day's pay deduction = Annual Salary X $\frac{1}{\text{\# of work days in the school year}}$

L16.06 EXTENDED LEAVE OF ABSENCE

An extended leave may be granted upon written request of a Member subject to the following provisions:

- a) written acceptance or denial of the request with an explanation will be forwarded to the Member by May 31 in the school year that application is made;
- b) a Member on leave under this clause will not accumulate sick leave;
- c) a Member on leave will be allowed to participate in the Board's benefit plan at the Member's expense.

L16.07 PUBLIC OFFICE LEAVE (MUNICIPAL, PROVINCIAL OR FEDERAL)

L16.07.1 Employees elected to offices requiring extended absences, such as members of the legislature or parliament, and for service with the Canadian Armed Forces shall be granted a leave of absence.

L16.08 TEACHER FUNDED LEAVE PLAN

L16.08.1 Intent

The Plan is intended to provide teachers the opportunity to develop professionally and it is not meant to discourage a teaching employee from applying for other types of leaves. In addition, the Plan may enhance a Member's opportunity to enrich their personal development.

16.08.2 Description

The Plan has been developed to afford Members the opportunity of taking a one (1) year leave of absence with pay by spreading:

- a) two years' salary over three years; or
- b) three years' salary over four years; or
- c) four years' salary over five years; or
- d) five years' salary over six years.

L16.08.3 Qualifications

Any Member having five (5) years seniority with the District School Board and/or its predecessor Boards is eligible to participate in the plan.

L16.08.4 Application

- a) A Member must make written application to the Director of Education or designate, on or before January 31 requesting permission to participate in the Plan.
- b) The application form shall set out the period in which the Plan is to be effected and the school year in which the Member requests the leave.
- c) Applications are to be processed in order of receipt by the Director of Education or designate.
- d) Written acceptance or denial of the Member's request with an explanation will be forwarded to the Teacher by April 1 in the school year the application is made.
- e) Approval of individual requests to participate in the Plan shall be at the sole discretion of the Board.

L16.08.5 Terms of Reference

- a) The Member shall return to the same position if it still exists, or a similar position if it does not, at the same level of responsibility and at the same school as that from which the Member took leave.

- b) On return from leave, the Member shall be placed on the salary grid in the same position as if they had not taken the leave.
- c) No Member's position on the Seniority List relative to other Members shall be changed due to the Member participating in this Plan.
- d) Sick leave credits will not accumulate during the time spent on leave.
- e) Pension Plan deductions are to be continued as provided by the Teachers' Pension Plan Act and according to the Policies of the Teachers' Pension Plan Board during all years that the Member is participating. Members are responsible for any further arrangement with the Teachers' Pension Plan Board.
- f) A Member may withdraw from the Plan any time prior to taking the leave of absence provided that the Member informs the Board on or before April 1 of the school year prior to the leave year. Upon withdrawal, any monies accumulated, plus interest owed will be repaid to the Member within sixty (60) calendar days of notification of the Member's desire to leave the Plan.
- g) In the event that a suitable replacement cannot be hired for a Member who has been granted a leave, the Board may defer the year of the leave provided that the Member is notified on or before April 1 of the school year prior to the leave year. In this instance, a Member may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) calendar days of the date of withdrawal.
- h) Should deferral result in a leave of absence being taken past the last year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.
- i) Should a Member die while participating in the Plan, any monies accumulated plus interest owed at the time of death will be paid to the Member's estate.
- j) All Members wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted. The form of contract shall be agreed to by the Board and the Bargaining Unit.

L16.08.6 Payment Formula

- a) During the term of the Plan, a participating Member will be paid grid salary and allowances as follows:

Salary and Allowances Paid During:

<u>Term</u>	<u>Teaching Period</u>	<u>Leave Period</u>
Three Years	66.667%	33.333% + interest*
Four Years	75.0%	25.0% + interest*
Five Years	80.0%	20.0% + interest*
Six Years	83.333%	16.667% + interest*

* Note: Interest will be earned on the portion withheld and will be paid annually.

- b) During the leave year, the deposits made in L16.08.6 a) above, plus any additional interest earned, shall be paid to the Bargaining Unit Member.
- c) The Leave of Absence shall be taken in the last year of the term selected, subject to L16.08.5 g) and L16.08.5 h).

L16.08.7 Bargaining Unit Members currently on the Teacher Funded Leave Plan shall be given the opportunity to switch to one of the other options, subject to Teachers' Pension Plan and income tax regulations and at the Member's initiation.

L16.09 A Member returning from an Extended Leave of Absence, Public Office Leave, or Teacher Funded Leave shall return to the same position at the same level of responsibility, if it still exists, or to an equivalent position if it does not. The school specific position will be held for a maximum of two (2) years.

L16.10 A Member on leave shall have equal consideration when the Member applies for a job posting.

**ARTICLE L17
UNION LEAVE**

L17.01 OSSTF NEGOTIATORS

The Board shall grant a special leave to no more than five (5) Members, who shall be designated by District 10, OSSTF as the Teachers' Negotiating Team. Such leave shall not exceed 100 days in total per year.

The District shall give notice of the names of the negotiators to the Director only, no later than one month following the serving of notice to negotiate.

L17.02 DISTRICT 10 OFFICERS

The Board shall grant, on a yearly basis, special leave for up to two (2) FTE teachers to conduct Federation business. OSSTF District 10 will notify the Board, no later than June 30, of the name(s) of the person(s) and the duration of the leave. The leave shall be continuous during the specified period. If the leave is for less than a full day, it shall be taken for the continuous part of a day during the specified period.

A Member designated for such leave shall be entitled to all rights, benefits and privileges under this Collective Agreement.

District 10, OSSTF shall pay the cost of the replacement teacher's salary and benefits. Such costs shall be the salary at the lowest cell [year 0, Category 1] in the grid.

L17.03 BARGAINING UNIT LEAVE (PROVINCIAL)

Leave of absence shall be granted to any Member elected to Provincial OSSTF Executive or hired by OSSTF. Duration of the leave is to be for two (2) years on the basis that it may be reviewed annually if the Member seeks re-election or is rehired.

The recipient of this leave shall be allowed full accumulation of seniority and sick leave credits.

Cost of salary and benefits is to be paid by Provincial OSSTF.

L17.04 BARGAINING UNIT LEAVE

A leave of absence shall be given for up to sixty (60) days for Branch/Executive Federation business as approved by the Bargaining Unit Executive. The cost of a supply teacher, if necessary, is to be charged to District 10, OSSTF.

L17.05 RETURN FROM LEAVE

A Member on District 10 or Provincial OSSTF leave upon completion of the leave, and provided the return is at the beginning of the school year, shall return to the same position at the same school at the same level of responsibility if it still exists or to an equivalent position if it does not. If during a Leave, the Member's Curriculum Leader term expires, the Member would be required to re-apply and be the successful applicant in order to maintain rights to that position.

L17.06 A Member on District 10 Officer or Provincial OSSTF leave shall have equal consideration when the Member applies for a job posting with the Lambton Kent District School Board.

ARTICLE L18
PREGNANCY/PARENTAL/ADOPTION LEAVE

L18.01 PREGNANCY/PARENTAL LEAVE

L18.01.1 A Member may request and the Board shall grant pregnancy/Parental Leave as provided for by the current *Employment Standards Act*.

L18.01.2 A Member may request and the Board shall grant an Extended Parental Leave provided:

- a) that such leave is applied for six (6) weeks prior to the projected date of commencement of the leave;
- b) the Board and the Union agree that a return date that coincides with the start of a school semester is beneficial to staff and students alike;
- c) notwithstanding L18.01.2 b) above, that for the purpose of this clause, the maximum leave shall be two (2) years;
- d) that the Member is required to stipulate the date on which the Member will resume duties on the "Request for Leave of Absence". Any change to this date must be mutually agreed to by the parties;
- e) Upon return to duty, the Member shall:
 - i) return to the same position at the same level of responsibility and at the same school as that from which leave was taken, if such position is available;
 - ii) return to a comparable position at the same level of responsibility at the same school if the Member's position no longer exists;
 - iii) retain all rights and benefits accrued to the commencement of the leave; and
 - iv) be placed on the salary schedule according to their years of teaching experience and certification.
 - v) will accrue seniority through the statutory period

L18.02 **ADOPTION LEAVE**

L18.02.1 A Member who wishes to adopt a child shall be granted a leave of absence as provided for by the *Employment Standards Act*.

L18.02.2 Extended Parental Leave as set out in Article L18.01 above shall include Extended Adoption Leave.

L18.03 **BENEFITS DURING PREGNANCY/PARENTAL/ADOPTION LEAVE**

Employees on Extended Parental Leave may continue their benefit plans beyond their Pregnancy/Parental Leave by paying 100% of the benefit costs on a monthly basis.

L18.04 A Member on Pregnancy/Parental/Adoption Leave, as provided for by the current *Employment Standards Act*, or on an Extended Parental Leave granted by the Board shall have equal consideration when the Member applies for a job posting.

**ARTICLE L19
NEW TEACHERS**

L19.01 Provincial legislation will apply to all new Members covered by this agreement.

**ARTICLE L20
SENIORITY**

L20.01 By February 15, 1998, the Board in consultation with the Bargaining Unit, developed a list of all Bargaining Unit Members employed by the Board as of January 1, 1998 in order of their acquired seniority. The seniority system will continue to be in effect on the date of ratification of this Agreement or such earlier date as the parties may agree.

L20.02 Seniority shall be the length of continuous service with the Lambton Kent District School Board or predecessor Board as a Bargaining Unit Member from the first day worked after being hired to the Secondary Panel. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

L20.03 A separate seniority list shall be established for Permanent Secondary Teachers.

L20.04 The list 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.

- L20.05 a) The seniority list shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than October 15 and February 15 of each school year.
- b) Errors in the calculation of a Member's seniority shall be brought to the attention of the Board by the Member within twenty-five (25) working days or the list shall be deemed correct. The final seniority list will be deemed correct as of March 31 of each year.
- L20.06 Bargaining Unit Members hired on or after January 1, 2000 shall be added to the seniority list based on their first day of work.
- L20.07 Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:
- a) total years of secondary teaching experience with the Board and its predecessor Boards, other than LTO experience;
- THEN
- b) total years of secondary teaching experience with the Board and its predecessor Boards, including secondary LTO experience;
- THEN
- c) total years of teaching experience with the Board and its predecessor Boards, including LTO experience;
- THEN
- d) total years of teaching experience in Ontario;
- THEN
- e) total years of teaching experience;
- THEN
- f) by lot conducted by a Superintendent or designate and the Bargaining Unit President or designate.
- g) In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

L20.08 RIGHT OF APPEAL

Should an error be found by a Member, the Member will have twenty-five (25) working days to request corrections from a Human Resources Staff person. Failing resolution of the problem, an Appeal Committee consisting of the OSSTF Secondary Staffing Committee will decide the granting of requested corrections. The decision of the Appeal Committee shall be final and binding on all parties.

**ARTICLE L21
REDUNDANCY, RECALL, SURPLUS, SCHOOL CLOSURE AND SUPERNUMERARY POOL**

L21.01 DEFINITIONS

- a) A Staff Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned.
- b) A Voluntary Transfer, in accordance with L21.08 and L21.09 shall mean any staff change arrangement that fills a Staff Complement Vacancy.
- c) A Surplus Teacher is a Bargaining Unit Member who has been identified as being in excess of the staffing requirements of a particular school for the ensuing school year.
- d) A Redundant Teacher is a Bargaining Unit Member who has been identified by seniority as being in excess of the staffing requirements at the secondary level for the District for the ensuing school year.

L21.02 DECLARATION OF REDUNDANCY

On or before April 15 of each school year, the Board shall issue a confidential notice in writing to the Bargaining Unit as to whether the total number of Teachers employed exceeds the total number of Teachers required for the ensuing school year.

L21.03 Whenever the Board issues such a notice, and the total number of Teachers employed exceeds the total number required, the difference shall be the number of Teachers to be declared redundant.

L21.04 The redundant Members shall be identified in reverse order of seniority.

L21.05 Each Member declared redundant shall be given written notice by April 30 stating the effective date and the reasons. Such notice shall be given to the Member at least one school day in advance of any publication of the information.

L21.06 The positions held by the identified redundant Members shall be listed as vacancies.

L21.07 **RECALL PROCEDURES**

All redundant Members shall be placed on a Recall List and shall retain the following rights for a period of three (3) years with:

- a) the right to be recalled to a position on the basis of seniority provided the Member is qualified or becomes qualified before the date the Member is required to take the assignment, in order to meet program needs (program needs are identified by the Board and consist of specific teacher qualifications needed for the position); and
 - b) the right to continue to participate in one or more of the benefit plans, provided the Member who is on the Recall List pays the total cost of such plans.
- L21.07.1 A Member previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into full-time assignment.
- L21.07.2 A Member who is reinstated from the Recall List shall retain the seniority as if there had been no interruption in service.
- L21.07.3 Bargaining Unit Members who are eligible for recall shall file with the Board their most recent address and telephone number.
- L21.07.4 When a position becomes available, the Board shall contact the Member being recalled and confirm in writing the position offered. If telephone and Board email contact fails, then the position will be offered by Registered Mail.
- L21.07.5 If the Member offered a position fails to contact the Board with their acceptance of the rehiring within ten (10) calendar days from the date of contact, all rights will be forfeited and the Member will be removed from the Recall List.
- L21.07.6 If a Member declines an offer of recall for which the Member is qualified, all recall rights are forfeited unless the Board approves of the reasons for non-acceptance.
- L21.07.7 A Member accepting employment with another Board shall terminate employment with this Board and shall forfeit all recall rights.
- L21.07.8 A Member who was on full-time assignment shall have the right to refuse a part-time position without losing the right of recall.

L21.07.9 Members who were on part-time assignment at the time they were identified as redundant shall be recalled to part-time assignments only, as long as there are Members who had full-time assignments with recall rights and greater seniority.

L21.07.10 Surplus Members are encouraged to apply to posted positions of interest; they shall be placed in seniority order to positions for which they qualify or for which they could become qualified.

L21.08.1 **DECLARATION OF SURPLUS**

Using the projected number of staff assigned to the school, the Principal will, on or before April 30:

- a) determine the staffing requirements for the school based on the program needs of the school for the next school year;
- b) identify by subject those positions which are vacant, including those created by redundancies;
- c) identify by subject those Members who are surplus to the staff requirements of the school, after redundancies and voluntary transfers have been considered.

L21.08.2 Prior to any Members being identified as surplus to a school, however, every effort shall be made to accommodate the Member in another subject in the same school if the Member:

- a) has the necessary qualifications according to Regulation 298; or
- b) has evidence of recent successful teaching in the subject (within the last 5 years);
or
- c) will have the necessary qualifications by the time the assignment takes effect.

L21.08.3 The Principal shall keep the Branch President informed throughout the surplus procedures and shall provide the Branch President with copies of:

- a) the complete school staff list;
- b) the program needs of the school for the next year;
- c) the staff list indicating subject allocation for each Member, or teacher opening, for the next school year;
- d) the list of teacher vacancies; and

- e) the names of Members who are surplus to the staffing requirements of the school.
- L21.09 Upon request, the Principal shall prepare a letter of recommendation for a redundant Member which may be used by the Member in securing another position.
- L21.10 Each Principal shall by April 30 submit to the Board a list, by subject, of Members who have been identified as redundant or considered surplus to the school, a list of vacant positions in the school, and a staff list indicating the Members' subject allocations for the next school year. The Bargaining Unit President shall be provided with a copy of these lists.
- L21.11.1 Members who have been identified as surplus shall have the opportunity of requesting a transfer to a suitable vacancy which has been created either by the redundancy identification or by normal attrition. This shall be done by the use of Preference forms used by Members to indicate their preferences.
- L21.11.2 Should this process of voluntary transfer not result in all surplus Members being placed, the Superintendent with the responsibility for staffing secondary schools shall, in consultation with Principals, place the remaining surplus Members in the most suitable teaching positions based upon qualifications, experience, and seniority.
- L21.12 If a position for which the surplus Member is qualified is not available, the surplus Member will be placed in the supernumerary pool and the most senior Member on the redundancy list with the qualifications will be offered the position.
- L21.13 **REDEPLOYMENT OF STAFF DUE TO SCHOOL CLOSURE**
- L21.13.1 The Board will advise OSSTF not later than March 1 that a secondary school(s) will be closed effective June 30 of that calendar year.
- L21.13.2 All vacant positions will be posted as per Article L23.
- L21.13.3 For this initial posting only, applications from teachers from the school(s) to be closed will be given preference over other applicants.
- L21.13.4 If two or more teachers from the school(s) to be closed apply for the same position(s) and are equally qualified, seniority criteria shall be applied as per Article L20.
- L21.13.5 Any position of Responsibility that is redundant as the result of a school closure or a school's population decline shall be red circled for the duration of that Member's contract as a Curriculum Leader.

L21.14 SUPERNUMERARY POOL

- a) If there are surplus Members for whom no position is available and/or Members on the Recall List, a permanent Supernumerary Pool of up to six (6) full-time Teachers (FTE) will be created for the next school year with placement in the pool determined in order of seniority. While occupying a position in the Supernumerary Pool, the Member(s) is (are) considered on notice of transfer and may be placed where needed in schools within the system.
- b) A surplus Member refusing a position in the permanent Supernumerary Pool shall be declared redundant and placed on the Recall List.
- c) When vacancies are filled from the pool, redundant Members shall be recalled to the pool in order of seniority, with the final date for recall and/or assignment as one of the six (6) Supernumerary Pool Members being October 31.
- d) Members in the Supernumerary Pool may be assigned duties that include the following or a combination of the following:
 - i) occasional teaching;
 - ii) other educational assignments appropriate to a qualified Teacher.
- e) Members in the Supernumerary Pool will receive full salary and insured benefits.
- f) A Member in the Supernumerary Pool who is assigned on a regular basis to teach in more than one school on the same day shall receive a mileage allowance reflecting the mileage traveled between each school for each day the Member is assigned to teach in both schools.
- g) If other options above are unavailable, the teacher shall be offered an interview for a position in the elementary panel for which the Member is qualified, providing that such a position exists, and providing that surplus qualified elementary teachers have been given preference in filling positions.

For the surplus procedures described above, a teacher who accepts a position in the elementary panel shall continue to accrue seniority in the secondary bargaining unit and shall return to the secondary panel for the subsequent school year.

If a position becomes available in the secondary panel during the secondment to the elementary panel, the teacher may accept the position, but will move only at the start of the school year or at the second semester.

**ARTICLE L22
TRANSFERS**

L22.01 Any Bargaining Unit Member requesting or proposing a transfer shall do so in writing through the principal's office, or the office of the designated Superintendent of Schools.

The above does not give preference over other applicants to a posting nor does it preclude the Bargaining Unit Member from applying for a transfer to be considered for a posting to which they subsequently apply.

When vacant positions occur, they will be posted in accordance with Article L23.

L22.02 Applications for transfer may be made at any time during the year. To be considered during the Spring staffing process, members must submit the transfer request by March 31. By May 7, the Board will post a list of all vacant positions in schools. The Superintendent responsible for staffing will match the vacancies and transfer requests. Explanation for placement will be provided upon request. The past practice of not interviewing will continue. A list of all applicants will be forwarded to the Bargaining Unit President.

L22.03 The Board will not transfer from one municipality to another unless for reasons of surplus, redundancy, personal request, or mutual agreement.

L22.04 All vacancies for September 1 will be filled in accordance with Articles L21 and L23 (Posting).

**ARTICLE L23
POSTINGS**

L23.01 All vacant positions within the District shall be posted on the Lambton Kent District School Board website for five (5) working days for the exclusive access of Permanent Secondary Teachers. Postings shall be school specific and shall include all known details of the vacant timetable.

L23.01.1 Every Member shall be notified of each posting through the Board email.

L23.01.2 If there are no qualified applicants from current Permanent Secondary Teachers to a posted vacancy, then such vacancy will be advertised for access by:

Occasional, Summer School, Night School and Continuing Education Teachers, and external applicants.

**ARTICLE L24
TERMINATION OF EMPLOYMENT AND SEVERANCE PAY**

L24.01 TERMINATION OF EMPLOYMENT

L24.01.1 Employment of a Member could be terminated in the following instances:

- a) by mutual agreement of the parties;
- b) by the Member with two (2) weeks written notice;
- c) by the Board for just cause;
- d) by the Board, for reasons of redundancy in accordance with the Collective Agreement.

L24.02 SEVERANCE PAY

- a) A Member who is declared redundant and is still redundant after June 15 shall be entitled to severance pay:
 - i) as an option in lieu of assignment to the Supernumerary Pool;
 - ii) as an option, if the positions available in the Supernumerary Pool have been filled.
- b) The amount of severance pay shall be calculated on the basis of annual salary at the time of redundancy as follows:

Continuous Experience with the Board	Severance Pay
1 year	0%
2 years	10%
3 years	15%

and 5% for each additional year to maximum of 50%.

- c) The actual payment of severance pay will take place as soon as possible after the Member has made an option according to L24.02 a) i) above.
- d) A Member who opts for severance pay loses all other rights under this Agreement. The employment relationship with the Board will be considered

terminated at the end of the school year or the date the request for severance pay is approved by the Board, whichever is later.

**ARTICLE L25
STAFFING**

L25.01 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.

L25.02 E-LEARNING

L25.02.1 No E-Learning credit course shall exceed 35 students

L25.02.2 Any teacher whose assignment includes E-Learning will have their number of pupil-teacher contacts (as per 25.03) adjusted to the portion of the teacher’s assignment that is not E-Learning.

L25.02.3 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.

L25.03 As the basis for timetabling, the following class size maximums shall be applied. (Please see Central Letter of Agreement #3 (iii) and Memorandum of Understanding #7).

Class	Class Size Maximum
University	30
University / College	26
College	24
Open	24
Co-op / Limited Facility / Hard Shop	18
Academic	25
Applied	22
Essential / Learning Strategies	14
Workplace	17
ABLE	13
ALLP	10
ALLP/MF	8
MF	6
All others	According to Regulations or Negotiation

- L25.04 The class size maximums for multi-level or multi-grade classes shall be the lower or lowest of the numbers listed in L25.03 for the classes which are involved in the combination.
- L25.05 Class size maximums may be exceeded by two (2) for each class.
- L25.06 Each Teacher's pupil-teacher contacts shall not exceed the total of the maximums of the courses taught by that Teacher as identified in L25.03.
- L25.07 Class sizes shall be determined for the purpose of this Article on the 10th working day of each semester.

ARTICLE L26 WORKING CONDITIONS

- L26.01 All full-time classroom teachers, including Special Education (including ALLP, MF, and ABLE) who deliver credits, will be assigned timetabled duties consisting of six (6) credit/credit equivalent courses. Teachers will also be assigned supervision/on-call duties as outlined in L26.06.
- L26.02 Notwithstanding Article L26.01, full-time Library, Guidance, Co-op, and Special Education Teachers may be fully assigned to their areas. Teachers assigned in this manner shall be given a workload equal to that of a classroom teacher.
- L26.03 A 1.0 FTE teacher with a mixed timetable of classroom and non-classroom teaching workload may be assigned to a maximum teacher workload proportional to the fraction of their classroom and non-classroom assignments.
- L26.04 Part-time teacher workload shall be pro-rated to that of the teachers defined in Article L26.01, L26.02, and L26.03.
- L26.05 In a semestered school, no full-time classroom teachers will be assigned more than the equivalent of three (3) classes per semester (or equivalent for a non-semestered school) except by the mutual agreement of the teacher affected, the Principal, and the Union.
- L26.06 In a semestered school, no full-time classroom teachers will be assigned supervision/on-call duties beyond a maximum of 25 x 1/2 periods (937.5 minutes), per semester (or equivalent for a non-semestered school), except by the mutual agreement of the teacher affected, the Principal, and the Union.
- L26.07 No teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel times between periods and/or breaks except by the mutual agreement of the teacher affected, the Principal, and the Union.

- L26.08 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties. This lunch break shall begin no sooner than 45 minutes prior to the regularly scheduled lunch period and shall end no later than 45 minutes after the end of the regularly scheduled lunch period.
- L26.09 All supervision/on-call duties shall be equitably timetabled and performed inside the instructional day. Any scheduling of these duties outside of the instructional day must be with the mutual consent of the teacher affected, the Principal and the Union.
- L26.10 Within the supervision/on-call duties minutes available, on-calls shall not exceed five (5) x 1/2 periods (187 minutes) per semester.
- L26.11 Except in the case of a teacher emergency, teachers shall be notified of any on-call duty before the end of the final period of the previous day.
- L26.12 Teachers shall not be assigned supervision duties in smoking areas.
- L26.13 Teachers shall not be assigned duties normally performed by management, or by other bargaining units.
- L26.14 Teachers shall not be assigned more than one supervision/on-call in a day.
- L26.15 Unassigned time shall be available daily to each teacher for preparation and marking.
- L26.16 Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.
- L26.17 The length of the school year shall be the minimum required under the *Education Act*.
- L26.18 Any workload assignments that are not specified in this Article shall be developed in accordance with the mutual consent of the teacher affected, the Principal, the Board, and the Union, to assure compliance with the Collective Agreement, the Education Act and Regulations.
- L26.19 Teacher workload issues shall be referred to the Secondary Staffing Committee.

ARTICLE L27
SECONDARY STAFFING COMMITTEE

- L27.01 The Secondary Staffing Committee shall consist of two (2) superintendents, or designates, representing the Board and the President and Chief Negotiator, or designates, representing the Union.
- L27.02 The Secondary Staffing Committee shall provide input to Senior Administration on the following matters;
- a) procedures for secondary staffing;
 - b) the development of the strategy to expand secondary programming;
 - c) the allocation of any additional staffing during the term of this agreement provided by the Ministry of Education.
- L27.03.1 The Board shall forward to the Secondary Staffing Committee no later than ten (10) working days after the start of each semester the following information by school: all teachers' timetables; all class sizes; each school's pupil/teacher ratio; each school's average class size; a copy of the school's duty schedule including minutes scheduled; all Positions of Added Responsibility assignments; and any other information determined by the Secondary Staffing Committee.
- L27.03.2 Senior Administration will provide the Secondary Staffing Committee with input on the following matters no later than April 20 each year.
- a) projected F.T.E. Enrolment for the following school year in accordance with relevant Ministry of Education and Training grant calculation guidelines and Average Daily Enrolment calculation dates and Board projected enrolment data;
 - b) total Complement of Teachers to be assigned to the secondary panel for the following school year according to the staffing formula in Article L25.01 and Statutes and/or Regulations;
 - c) allocation of OSSTF Teachers to each Secondary School and other work sites, subject to the Agreement and recognizing the unique needs of individual schools, such that the total staff allocated, equals the total number generated;
 - d) surplus and redundancy procedures and school closures;
- L27.04 The Secondary Staffing Committee shall meet as soon as is mutually convenient but no later than fifteen (15) working days after the start of each semester to review the work assignments of all Members.

L27.05 Teacher workload issues shall be addressed by the Secondary Staffing Committee.

**ARTICLE L28
HEALTH AND SAFETY**

L28.01 The Parties agree to implement the Guidelines for the Structure and Function of the Joint Workplace Health and Safety Committee as agreed between the Lambton Kent District School Board and the Members of OSSTF, as revised June 1, 1998 or as amended by the Parties. Dispute resolution will be in accordance with Article L10.6 of the Guidelines.

L28.02 The Board shall ensure that all Workers' Representatives and Health and Safety Committee Members are provided with information pertaining to their health and safety of which the Employer has knowledge.

L28.03 The Board acknowledges the right of the employee representatives to participate in the Joint Health and Safety Committee. Worker Representatives will have input into the development of Board Policies and Procedures related to health and safety concerns.

L28.04 The employees have the right to refuse unsafe work according to the current Occupational Health and Safety legislation.

**ARTICLE L29
GRIEVANCE PROCEDURE**

L29.01 **DEFINITIONS**

a) A “grievance” shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement and any other legislation pertaining to the workplace, including any question as to whether a matter is arbitrable.

b) A “party” shall be defined as:

i) the Bargaining Unit;

ii) the Board.

c) “Day” shall mean regular work days unless otherwise indicated.

L29.02 A Member shall have the right to have present a representative from OSSTF to assist the Member at any stage in this grievance and arbitration procedure.

L29.03 COMPLAINT STAGE

A Member, with the concurrence of the Bargaining Unit, may initiate a complaint within fifteen (15) days of the Member becoming aware of the circumstances giving rise to the complaint. The complaint would be made initially to the immediate supervisor (the Principal in the case of all Teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

L29.04 GRIEVANCE PROCEDURE - INDIVIDUAL

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

STEP 1

If the reply of the immediate supervisor of the grievor at the Complaint Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Director or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

STEP 2

If the reply of the Director or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the Members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Bargaining Unit may be accompanied at the meeting and have the grievance presented by an OSSTF Member of the Bargaining Unit's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP 3

If the reply of the Board is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

L29.05 **GRIEVANCE PROCEDURE - PARTY**

In the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter.

STEP 1

The party making the grievance may make a written grievance to the Director of Education or designate, or President of the Bargaining Unit or designate, as the case may be, who shall answer the grievance in writing within ten (10) days.

The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) the signature of the duly authorized official of the party making the grievance.

STEP 2

If the reply of the Director or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the Members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Bargaining Unit may be accompanied at the meeting and have the grievance presented by an OSSTF Member of the Bargaining Unit's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP 3

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

L29.06 **GRIEVANCE MEDIATION**

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

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

Upon settlement of the grievance prior to arbitration, a Memorandum of Settlement must be drafted and signed.

L29.07 **ARBITRATION**

a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The Bargaining Unit and the Board agree that a Single Arbitrator be appointed. The recipient of the notice shall, within five (5) days, meet with the other party to determine a single arbitrator. Failure of the parties to agree on a single arbitrator will result in a default to an arbitration panel which will be composed as follows:

b) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice 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 its appointee to the Arbitration Board. Where two appointees are so selected an arbitration panel is selected, and they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

L29.08 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action or make whatever decision it considers just and equitable in the circumstances. The decision of the Arbitrator or Board of Arbitration shall be binding on both Parties.

L29.09 COST OF ARBITRATION

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

L29.10 Time restrictions may be extended if mutually agreed in writing.

L29.11 There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedure under this Agreement.

**ARTICLE L30
PART-TIME TEACHERS**

L30.01 A part-time teacher is a teacher who chooses to have a reduced workload or who is hired into a partial workload assignment.

L30.02 The Board may hire teachers on a part-time basis.

L30.03 The part-time assignment will be specified at the time of hiring or placement and will include the percentage of a full-time assignment.

L30.04 The seniority for part-time Teachers shall be calculated as though they were full-time.

L30.05 For a part-time teacher, salary, eligible program duties, sick leave credits and any other entitlements and/or requirements including supervision duties that are not specified in other provisions of this agreement, shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment of six (6) classes. Such prorating shall be administered in accordance with the following chart:

Assignment	FTE Status
1 section	0.167
2 sections	0.333
3 sections	0.5
4 sections	0.666
5 sections	0.833
6 sections	1

L30.06 All classroom teachers, including those who have assignments in non-credit areas instead of classroom assignments, or in combination with classroom assignments, shall be subject to these provisions. An assignment for one (1) seventy-five (75) minute period shall count as equivalent to one section.

L30.07 The provisions in this Article do not apply to full-time Members who:

- a) retire during the school year;
- b) take leave under Article L14 Sick Leave;
- c) take leave under Article L18 Pregnancy/Parental/Adoption Leave.

**ARTICLE L31
CERTIFIED TEACHERS**

L31.01 Where the *Education Act* permits Boards to employ persons without teaching certificates to provide services previously required to be provided by certified Teachers, the Board agrees to continue to employ certified Teachers to provide such services, subject to any other applicable provision of this Collective Agreement.

**ARTICLE L32
ACTING ADMINISTRATIVE POSITIONS**

L32.01 Effective September 1, 2014, in the case of an emergency only, a Member may substitute for an absent Vice Principal or Principal for a period of one (1) day or less. The Teacher In Charge shall be paid an allowance of:

\$53.13 per day, effective September 1, 2019;
\$53.66 per day, effective September 1, 2020;
\$54.20 per day, effective September 1, 2021

in addition to the Member's regular salary and allowances.

L32.02 The Member shall continue to be subject to all terms and conditions of this Collective Agreement.

L32.03 The replacement of an absent Vice-Principal or Principal by a Member of the Bargaining Unit shall not result in any on-calls or other additional duties for any OSSTF Member.

L32.04 No Member shall be asked to perform duties which involve the evaluation or discipline of another Member while acting as Teacher In Charge.

**ARTICLE L33
CONTINUING AND ADULT EDUCATION AND SUMMER/NIGHT SCHOOL**

L33.01 Continuing and Adult Education Teachers and Summer/Night School Teachers are hired term specific and must be certified teachers. The Board and the Member

mutually agree to the termination of the employment at the end of the specific term.

- L33.02 The Board will make every reasonable effort to use Members on the Recall List for Night School, Summer School, Continuing and/or Adult Education teaching provided they possess the qualifications.
- L33.03 The Board agrees to deduct through payroll deductions such dues, fees, and levies as stipulated under the Constitution and By-laws of the Bargaining Unit. The Bargaining Unit agrees to indemnify and save harmless the Board for any and all of the consequences of making and paying deductions to the Bargaining Unit in accordance with Article L6.
- L33.04 The Rates of pay are effective as follows, including vacation pay and statutory holiday pay to which Continuing Education teachers are entitled under appropriate legislation.

	Sep 1/19	Sep 1/20	Sep 1/21
Credit Granting	50.53/hour	51.04/hour	51.55/hour
Support for Credit Granting	38.63/hour	39.02 /hour	39.41/hour
Funding Based Special Projects	Funding Based		
Home Instruction (maximum of 6 hours per week)	32.98/hour	33.31/hour	33.64/hour
Markers - Category 1 (Grade 11 - Workplace) (Grades 9/10 - Academic, Applied, Essential, Open)	8.68/Per lesson/per student	8.77/Per lesson/per student	8.86/Per lesson/per student
Markers - Category 2 (Grade 12 - Workplace) (Grade 11/12 - College, College/University, Open)	10.09/Per lesson/per student	10.19/Per lesson/per student	10.29/Per lesson/per student
Markers - Category 3 (Grades 11/12 - University)	10.83/Per lesson/per student	10.94/Per lesson/per student	11.05/Per lesson/per student

Adult Day School - Credit Support

September 1, 2019

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	36.64	38.76	41.29	43.59
1	39.19	41.48	44.19	46.73
2	41.73	44.20	47.08	49.86
3	44.27	46.92	49.98	53.00
4	46.81	49.64	52.87	56.14
5	49.36	52.36	55.77	59.27
6	51.90	55.08	58.67	62.41
7	54.44	57.80	61.57	65.55
8	56.98	60.52	64.47	68.68
9	59.53	63.24	67.36	71.81
10	62.07	65.95	70.26	74.95
11	62.07	65.95	73.15	78.08

September 1, 2020

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	37.01	39.15	41.70	44.03
1	39.58	41.89	44.63	47.20
2	42.15	44.64	47.55	50.36
3	44.71	47.39	50.48	53.53
4	47.28	50.14	53.40	56.70
5	49.85	52.88	56.33	59.86
6	52.42	55.63	59.26	63.03
7	54.98	58.38	62.19	66.21
8	57.55	61.13	65.11	69.37
9	60.13	63.87	68.03	72.53
10	62.69	66.61	70.96	75.70
11	62.69	66.61	73.88	78.86

September 1, 2021

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	37.38	39.54	42.12	44.47
1	39.98	42.31	45.08	47.67
2	42.57	45.09	48.03	50.86
3	45.16	47.86	50.98	54.07
4	47.75	50.64	53.93	57.27
5	50.35	53.41	56.89	60.46
6	52.94	56.19	59.85	63.66
7	55.53	58.96	62.81	66.87
8	58.13	61.74	65.76	70.06
9	60.73	64.51	68.71	73.26
10	63.32	67.28	71.67	76.46
11	63.32	67.28	74.62	79.65

Adult Day School - Credit Granting

September 1, 2019

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	40.71	43.07	45.87	48.44
1	43.54	46.10	49.10	51.92
2	46.37	49.12	52.31	55.41
3	49.19	52.14	55.53	58.89
4	52.02	55.16	58.75	62.38
5	54.84	58.18	61.96	65.86
6	57.67	61.20	65.19	69.35
7	60.49	64.22	68.41	72.83
8	63.32	67.24	71.63	76.31
9	66.14	70.26	74.84	79.79
10	68.97	73.29	78.06	83.28
11	68.97	73.29	81.28	86.76

September 1, 2020

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	41.12	43.50	46.33	48.92
1	43.98	46.56	49.59	52.44
2	46.83	49.61	52.83	55.96
3	49.68	52.66	56.09	59.48
4	52.54	55.71	59.34	63.00
5	55.39	58.76	62.58	66.52
6	58.25	61.81	65.84	70.04
7	61.09	64.86	69.09	73.56
8	63.95	67.91	72.35	77.07
9	66.80	70.96	75.59	80.59
10	69.66	74.02	78.84	84.11
11	69.66	74.02	82.09	87.63

September 1, 2021

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	41.53	43.94	46.79	49.41
1	44.42	47.03	50.09	52.96
2	47.30	50.11	53.36	56.52
3	50.18	53.19	56.65	60.07
4	53.07	56.27	59.93	63.63
5	55.94	59.35	63.21	67.19
6	58.83	62.43	66.50	70.74
7	61.70	65.51	69.78	74.30
8	64.59	68.59	73.07	77.84
9	67.47	71.67	76.35	81.40
10	70.36	74.76	79.63	84.95
11	70.36	74.76	82.91	88.51

- L33.04.1 Markers must be Certified Teachers.
- L33.04.2 Markers shall receive Teacher Pension Plan Service Credit if applicable.
- L33.04.3 Members who are hired in a consulting/coordinating capacity shall receive an allowance as specified in Article L11.01.2.
- L33.05 Bargaining Unit Members teaching in the Continuing Education program who, prior to September 1, 1998, received salary, benefits, seniority, sick leave credit and gratuity, and all other applicable provisions of the predecessor collective agreements, shall retain these as conditions of employment.
- L33.06 If allowed by the Carrier, Continuing Education Members shall be able to participate in the benefits package at their own expense.

ARTICLE L34
PROFESSIONAL DEVELOPMENT/ACTIVITY DAYS

- L34.01 The Board and the Federation agree to work jointly on Professional Development projects, apart from regularly scheduled Professional Activity Days as defined in the Regulations which are the responsibility of the Board.

ARTICLE L35
EVALUATION

- L35.01 Performance appraisal is an evaluation process for the purpose of administrative decision-making. Evaluations shall be performed by a supervisory officer of the Board/Ministry and/or Principal and Vice-Principal only.
- L35.02 A copy of the performance and evaluation criteria will be available in every school and will be supplied to any teacher on request. A copy of the performance and evaluation criteria will be forwarded to the District Office by the end of September of each year.
- L35.03 No Member of the Bargaining Unit will be involved in the performance appraisal of other Bargaining Unit Members.
- L35.04 The Board will include OSSTF representation on any committee developing or modifying Teacher Performance Appraisal policies and procedures.
- L35.05 The Union shall be informed in writing within five (5) working days of a Member receiving an "Unsatisfactory" evaluation.

**ARTICLE L36
PROFESSIONAL FEES**

L36.01 The Board agrees to comply with Regulations concerning the Ontario College of Teachers by deducting the annual fee of the Ontario College of Teachers from each Member's salary in the prescribed manner.

**ARTICLE L37
POSITIONS OF ADDED RESPONSIBILITY**

L37.01 **CURRICULUM LEADER STRUCTURE**

L37.01.1 Each secondary school where Members of the Teacher Bargaining Unit are employed shall be organized into Curriculum Departments subject to the criteria set out in Article L37.01.2 and L37.01.3.

L37.01.2 Every section offered in each secondary school shall be incorporated into a Department.

L37.01.3

- a) In each school that has an FTE of 650 or more, the following eleven (11) Departments shall be maintained:
- **Canadian and World Studies** (Geography, History, Civics, Economics, Law, Politics, Native Studies)
 - **English / Arts** (Dramatic Arts, Media Studies)
 - **Guidance** (Student Services, Career Studies, Designing Your Future, Leadership and Peer Support) / **Co-op / Library**
 - **Health and Physical Education / Arts** (Dance)
 - **Languages** (Classical and International, French, Native)
 - **Math / Business**
 - **Resource / Special Education / Guidance** (Learning Strategies)
 - **Science**
 - **Social Sciences and Humanities** (Family Studies, General Social Science, Philosophy, World Religions) / **Arts** (Music, Visual Arts, Media Arts)

- **Technology**
 - **Computers**
- b) In each school that has an FTE of fewer than 650, except for AMSS, the following eight (8) Departments shall be maintained:
- **Canadian and World Studies** (Geography, History, Civics, Economics, Law, Politics, Native Studies) / **Social Sciences and Humanities** (Family Studies, General Social Science, Philosophy, World Religions) / **Arts** (Music, Visual Arts, Media Arts)
 - **English / Arts** (Dramatic Arts, Media Studies) / **Languages** (Classical and International, French, Native)
 - **Guidance** (Student Services, Career Studies, Designing Your Future, Leadership and Peer Support, Learning Strategies) / **Co-op / Library / Resource / Special Education**
 - **Health and Physical Education / Arts** (Dance)
 - **Math / Business**
 - **Science**
 - **Technology**
 - **Computers**
- c) At AMSS, the following eight (8) Departments shall be maintained:
- **Academic - Mathematics/Science/Business**
 - **Academic - English/Languages/Library**
 - **Academic - Arts/Canadian and World Studies/Native Languages/Social Science and Humanities**
 - **Technology - Construction, Manufacturing, Transportation, Construction-Horticulture, Hospitality and Tourism, Communications, Health and Personal Services, Hairstyling and Aesthetics**
 - **Health and Physical Education**

- **Resource / Special Education**
- **Guidance** (Student Services, Career Studies, Designing Your Future, Leadership and Peer Support) / **Co-op**
- **Computers**

L37.01.4 The Department placement of any section not listed in L37.01.3 shall be determined by the Superintendent of Education - Human Resources.

L37.01.5 There shall be a Curriculum Leader for each Department as established in accordance with Article L37.01.3.

L37.01.6.1 At all schools, except for AMSS, a Curriculum Leader shall hold Specialist or Honour Specialist qualifications in one or more of the subjects taught in the Department for which the teacher is appointed except for those Curriculum Leaders responsible for computers.

L37.01.6.2 At AMSS, a Curriculum Leader shall hold Specialist or Honour Specialist qualifications in one or more of the subjects taught in the Department for which the teacher is appointed or shall hold Special Education Specialist qualifications.

L37.01.7 No Curriculum Leader shall be responsible for more than one Department.

L37.02 **CURRICULUM LEADER DUTIES**

L37.02.1 Curriculum Leaders (except those responsible for Computers) shall:

- a) be responsible for curriculum implementation, including literacy, numeracy, and other Ministry curriculum initiatives;
- b) make recommendations to the Principal regarding assignments and timetable allotments of the teaching staff and, where appropriate, support staff;
- c) assist Members of the Department as needed;
- d) report to the Principal deficiencies in the equipment or facilities used by the Department;
- e) make recommendations to the Principal regarding budget requirements.

L37.02.2 Computer Curriculum Leaders shall:

- a) offer advice to the Principal and Curriculum Leaders on the integration of computer technology in the school;

- b) consult with the Board Information Technology Department regarding the Board's information technology policy;
- c) consult with the Principal regarding the school's information technology policy;
- d) assist the Principal and Board Information Technology Department in the completion of surveys and reports;
- e) assist the Principal and Board Information Technology Department in the maintenance of inventory, including on-site licences.

L37.02.3 Curriculum Leaders shall NOT:

- a) perform any aspect of a performance evaluation on another Member, including being part of a job interview team;
- b) require that a Member perform any activity that is the duty/responsibility of the Curriculum Leader. Any dispute that arises in this regard shall be resolved by the President of OSSTF District 10, or designate, and the Superintendent of Education - Human Resources. Their decision, if unanimous, shall be final. If they disagree, the matter shall be resolved through the Grievance Procedure. Members are required to fulfill their responsibilities as defined by the Education Act and may volunteer for organizational contributions;
- c) be required to be responsible for any fund-raising activities;
- d) be required to be responsible for co-instructional activities.

L37.03 **CURRICULUM LEADER REMUNERATION**

L37.03.1 A Curriculum Leader allowance shall be paid for the school year as follows:

- Major Leader (more than 24 sections)
- Minor Leader (maximum 24 sections)

Curriculum Leader remuneration shall be in accordance with Article L11.03.

L37.03.2 Remuneration, as outlined in Article L11.03, for each year shall be based on the number of sections in the Department as of the previous year's June 15th timetable projections.

L37.03.3 Should there be any changes to legislation and/or Regulation that would increase the number of Curriculum Leader positions and/or remuneration of these positions,

the Parties agree to meet forthwith to negotiate the changes to this Article and any other related Articles of this Collective Agreement.

L37.04 LENGTH OF TERM

L37.04.1 Curriculum Leader Positions shall be for a term of three (3) years with incumbents having the right to reapply.

L37.05 ACTING CURRICULUM LEADER POSITIONS

L37.05.1 Acting Curriculum Leader positions shall be posted internally to the schools for positions which become vacant for a period of greater than twenty (20) days but less than one (1) year or for positions for which no candidates qualified under Article L37.01.6.1 and L37.01.6.2 have applied. All Acting Curriculum Leader positions shall be for no more than one (1) year, and the positions must be re-posted for the following September as per Article L23 of the Collective Agreement.

L37.05.2 The allowance of a teacher in an Acting Curriculum Leader position shall be in accordance with Article L11.03.

L37.06 POSTINGS

L37.06.1 All vacant Curriculum Leader positions within the District, including Acting positions, shall be posted as per Article L23 of the Collective Agreement.

L37.07 PROFESSIONAL DEVELOPMENT

L37.07.1 The Board agrees to offer ongoing in-service training for Curriculum Leaders during school time.

L37.07.2 An Occasional Teacher will be hired, if needed, to cover the absence of any Curriculum Leader attending subject-based meetings or receiving training from the Board.

**ARTICLE L38
CRIMINAL BACKGROUND CHECK**

L38.01 The Board shall not release or report to the Ontario College of Teachers information obtained pursuant to Regulation 521/2001 of the *Education Act*, or any other regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligation.

**ARTICLE L39
OCCASIONAL TEACHERS**

L39.01 DEFINITIONS

- L39.01.1 For the purpose of placement on the salary grid, Long-Term Occasional Teacher is an Occasional Teacher hired to replace an absent Teacher for a period of ten (10) days or more.
- L39.01.2 Short-Term Occasional Teacher is an Occasional Teacher who is hired to replace an absent Teacher for a period of fewer than ten (10) working days.
- L39.01.3 Teacher means a Secondary Teacher as defined in Article L3.01.1.
- L39.01.4 Qualified Occasional Teacher means an Occasional Teacher who holds an Ontario Teacher's Certificate (O.T.C.) or who is deemed to be qualified by either the Ministry of Education or the Ontario College of Teachers.
- L39.01.5 Subject to Human Resources and Skills Development Canada rules, the daily hours of work for a full day assignment for EI reporting purposes only, shall be recognized as eight (8).

L39.02 UNION RIGHTS

- L39.02.1 Article L5.01 - L5.13 and L5.15 apply.
- L39.02.2 Occasional Teachers may be asked to perform medical and/or physical procedure(s), for which they have been properly trained, for students according to current Board Policy. The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Occasional Teacher to the risk of injury or liability for negligence.
- L39.02.3 The Board shall provide the Bargaining Unit with a monthly update indicating the number of days worked by, and the amount of OSSTF dues deducted from, each Member during the school year.

L39.03 UNION DUES CHECK-OFF

- L39.03.1 Article L6.01-L6.03 and L6.05 apply.

L39.04 OCCASIONAL TEACHERS

L39.04.1 An Occasional Teacher may be a Member of more than one Teachers' Bargaining Unit.

L39.04.2 Part-time Teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Article in respect of such occasional teaching employment.

L39.05 OCCASIONAL TEACHERS' ROSTER

L39.05.1 The Board agrees to provide the Bargaining Unit, within fifteen (15) working days after the start of each semester, a listing showing the name, address, and telephone number of each Occasional Teacher on the Occasional Teacher Roster.

L39.05.1.1 The Occasional Teacher Roster is one (1) list which includes all Occasional Teachers regardless of place of residence or work location(s). The onus is on the Occasional Teacher to provide the Board, in writing, any changes of name, address, or telephone number.

L39.05.2 Notwithstanding L39.05.1, in order to meet program needs and/or recruit teachers who have qualifications in an area where a teacher shortage exists or is anticipated to exist in the near future, additions to the Occasional Teachers' Roster may occur, subject to consultation between the Board and the Union.

L39.05.3 The Board shall notify the Bargaining Unit, within ten (10) working days, of each addition to and elimination from the Occasional Teachers' Roster that occurs subsequent to distributing the Roster each semester.

L39.05.4 Occasional Teachers will indicate the school(s) in which they are available to work.

L39.05.5 An electronic copy of the Occasional Teacher Roster shall be available on the Board portal.

L39.05.6 Occasional Teachers on the Roster at the end of each school year must complete an electronic form provided by the Board and return said form to the Board prior to May 31 of each year, confirming their availability and willingness to teach on an occasional basis for the next school year. Failure to confirm shall constitute grounds for automatic removal from the Occasional Teacher Roster.

L39.05.7 An Occasional Teacher will be removed from the Occasional Teachers' Roster if they have not taught at least one (1) day in the secondary panel during the school year, unless the Member has been granted a leave of absence or has not been given reasonable opportunity to work.

L39.06 RATES OF PAY

- L39.06.1 All rates of pay set out in Article L39.07 include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.
- L39.06.2 A Short-Term Occasional Teacher shall be paid to replace an absent Teacher at the daily rate of 1/194 of category 1 year 0 of Article L11.01.1 of the Agreement.

September 1, 2019	\$244.28
September 1, 2020	\$246.73
September 1, 2021	\$249.20

- L39.06.3 If the complete assignment is for two (2) classes, the Occasional Teacher shall be paid two-thirds (2/3) of the daily rate. If the assignment is for one (1) class, the Occasional Teacher shall be paid one-half (1/2) of the daily rate.
- L39.06.4 Uncertified Occasional Teachers shall be paid eighty percent (80%) of the rate of an Occasional Teacher.
- L39.06.5 A Long-Term Occasional Teacher shall be paid a prorated salary according to Articles L8, L9, L10, and L11.01.1 of this Agreement. Said salary shall apply from the first day of the assignment.
- L39.06.6 If the assignment is for two (2) classes, the Long-Term Occasional Teacher shall be paid two-thirds (2/3) of their grid position for the part of the school year employed. If the assignment is for one (1) class, the Long-Term Occasional Teacher shall be paid one-third (1/3) of their grid position for the part of the school year employed. The Long-Term Occasional Teacher shall be assigned a prorated share of supervision.
- L39.06.7 An Occasional Teacher who reports for an authorized assignment and, through no fault of the Occasional Teacher, is not required, shall be assigned Occasional Teacher duties under the Education Act by the Principal, and shall be paid one-half (1/2) day's pay, provided the Occasional Teacher does the assigned duties.
- L39.06.8 Occasional Teachers shall be paid on the fifteenth (15th) and last working day of each month for work done.

L39.07 PROFESSIONAL ACTIVITY DAYS

- L39.07.1 Article L34 applies.
- L39.07.2 A Long-Term Occasional Teacher, whose assignment includes a Professional Activity Day, shall be paid for the day provided the Teacher takes part in the activities. A break in service caused by PA days and/or semester break shall not constitute a break in continuity of service.

L39.07.3 Notwithstanding Article L39.07.2, any Occasional Teacher may participate in a Professional Activity Day.

L39.08 BENEFITS

L39.08.1 Subject to the approval of the Carrier(s), the benefits outlined in Article L12 of the Agreement are available to a Long-Term Occasional Teacher having an assignment which has a definite term at the start of the assignment which is equivalent in time to one (1) semester or longer. The Board shall pay its share of premiums for these insured benefits at the rate set out in Article L12 of this Agreement.

L39.08.1.1 The Long-Term Occasional Teacher must be enrolled for the year.

L39.08.1.2 The Long-Term Occasional Teacher's share of the premium shall be deducted on a prorated basis based on each assignment for the full year.

L39.08.2 The Board agrees to make consistent monthly deductions from the salary of those Members who choose to participate in the OSSTF's RRSP known specifically as Educators Financial Group Registered Retirement Savings Plan and to remit such deductions to the Trustee of the plan provided:

- a) participants shall be permitted to change the amount of their contributions a maximum of two (2) times during each school year, namely, September 30 and February 1, with the exception of initiation or termination of contribution which the participant may effect with thirty (30) working days' notice; and
- b) OSSTF agrees to provide all necessary information required for administration of the plan in a format acceptable to the Board.

L39.09 WORKING CONDITIONS

L39.09.1 The Board agrees to continue the present practice of hiring an Occasional Teacher when a Teacher is absent.

L39.09.1.1 Notwithstanding L39.09.1 above, the Principal has the discretion of using internal coverage to replace an absent teacher in accordance with Article L26.

L39.09.2 The timetable for Long-Term Occasional Teachers and Short-Term Occasional Teachers shall be constructed according to the same constraints that apply for the Teacher in the same school as per Article L25, Article L26, Article L32.04 and Letter of Agreement Re: E-Learning. Nothing precludes a reassignment of teaching duties with another Teacher so as to arrange an assignment that is more appropriate for the Long-Term Occasional Teacher, provided the other Teacher is not adversely affected.

- L39.09.3 If the regular Teacher, for whom a Long-Term Occasional Teacher has been hired, returns at a time earlier than scheduled and subsequently must be absent again for the same reason(s), then the same Long-Term Occasional Teacher will be re hired, if available, and treated as if there had been no break in service.
- L39.09.4 An Occasional Teacher, hired to replace an absent Teacher for more than one (1) day, properly qualified for such position, may not be replaced by another Occasional Teacher, prior to the return of the regular Teacher, unless it is by mutual consent or the replacement Teacher is unable to teach, except in cases of removal for disciplinary reasons.
- L39.09.5 A Short-Term Occasional Teacher who is absent due to illness for two (2) days or fewer shall be eligible to return to the position with no break in service provided the teacher has completed at least five (5) days of the assignment.
- L39.09.6 Notwithstanding Article L39.09.4 if it becomes known that the regular Teacher will be absent for a period of thirty (30) working days or more, the position will be advertised as Long-Term Occasional as per Article L39.14.
- L39.09.7 The Board shall endeavour to distribute all available occasional teaching work among all Occasional Teachers on a fair and equitable basis. An unqualified Occasional Teacher shall only be hired when a qualified Occasional Teacher is not available.
- L39.09.8 All long-term occasional assignments shall terminate at the end of the school year in June. Each Long-Term Occasional Teacher's assignment that continues into the next school year shall be posted as a vacancy. The incumbent has the right to re-apply.

L39.10 **LEAVES OF ABSENCE**

- L39.10.1 **Short Term:** Short Term Occasional Teachers may be granted leaves of absence without pay by applying to the Director of Education or designate. The leaves shall not be considered as interrupting the continuity of the assignment.
- L39.10.2 **Long Term:** Long-Term Occasional Teachers shall be granted leaves of absence as per Article L16.01-L16.04, Article L17.01, and Article L17.04. The leaves shall not be considered as interrupting the continuity of the assignment.
- L39.10.3 **Extended Leaves Without Pay:** Up to one (1) school year may be granted if approved by the Director of Education or designate. If granted, the employee will be placed on the Occasional Teachers' Roster upon their return to work. Such leaves shall not be unreasonably withheld.

- L39.10.4 Where a Long-Term Occasional Teacher is employed on a day where the school is closed due to special circumstances, the Member shall be paid for the scheduled assignment.
- L39.10.5 A leave necessitated by extenuating circumstances may be granted, with or without pay, by the Director of Education or designate.
- L39.11 **PREGNANCY/PARENTAL/ADOPTION LEAVE**
- L39.11.1 A Member may request and the Board shall grant Pregnancy/Parental/Adoption Leave as provided for by the current Employment Standards Act.
- L39.12 **TERMINATION OF EMPLOYMENT AND SEVERANCE PAY**
- L39.12.1 Termination of employment and severance pay shall be as per the current Employment Standards Act.
- L39.13 **JOB POSTING (LTO)**
- L39.13.1 When it is determined that a Long Term Secondary Occasional Teacher will be required for a continuous period of thirty (30) working days or more, such vacancy shall be posted on the Lambton Kent District School Board website for five (5) working days for the exclusive access of Teachers on the Occasional Teachers Roster. Postings shall be school specific and shall include all known details of the absent Teacher's timetable.
- L39.13.2 Every Member shall be notified of each posting through the Board email.
- L39.13.3 If there are no qualified applicants from current Occasional Teachers to a posted vacancy, then such vacancy will be advertised for access by: Contract Teachers; Summer School, Night School, and Continuing Education Teachers; and external applicants.
- L39.14 **PROFESSIONAL FEES**
- L39.14.1 Professional fees shall be collected according to Statute and Regulation by the College of Teachers.

L39.15 OTHER APPLICABLE ARTICLES

L39.15.1 The following Articles apply to Occasional Teachers:

Article L1	Purpose
Article L2	Term of Agreement
Article L3	Recognition
Article L4	Management Rights
Article L7	No Strike or Lock Out
Article L13	Workplace Safety and Insurance
Article L28	Health and Safety
Article L29	Grievance Procedure
Article L31	Certified Teachers
Article L38	Criminal Background Check
L of A	Re: Hiring of Long-Term Occasional Teachers

L39.15.2 The following Articles, as referenced in Article 39, apply to Occasional Teachers:

Article L5	Union Rights
Article L6	Union Dues Check Off
Article L8	Grid Placement (Categories)
Article L9	Teaching Experience Allowance
Article L10	Related Experience
Article L11	Salaries and Allowances
Article L12	Benefits Plans
Article L16	Leaves of Absence
Article L17	Union Leave
Article L25	Staffing
Article L26	Working Conditions
Article L32	Acting Administrative Positions
Article L34	Professional Development/Activity Days
L of A	Re: E Learning

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")


and

The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

RE: Dual Credits

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.

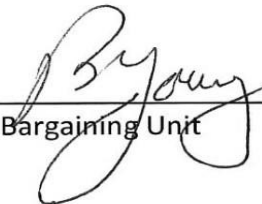
Any questions regarding the implementation or administration of these programmes will be dealt with by the Secondary Staffing Committee.



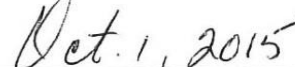
For the Board



Date



For the Bargaining Unit



Date

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and

The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

RE: E-LEARNING

- 1.0 Secondary school credits shall not be delivered by means of an "electronic classroom" without the knowledge of the Union.
- 2.0 Secondary school students under twenty-one (21) years of age taking credit courses through an electronically delivered curriculum shall be recorded on the day school register and shall be assigned to a class which is one of the six (6) classes assigned to a Member of the Union.
- 3.0 Students from within the Board shall be recorded on the day school register of the secondary school the student regularly attends or last attended.
- 4.0 A student may enrol in an electronically delivered credit course offered by another school board only if the credit is not offered in the student's school and not offered by electronically delivered curriculum by this Board [Alliance].
- 5.0 Credit courses offered by electronically delivered curriculum shall be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.
- 6.0 A class which is taking a course for secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the same class sizes as in Article L25 of the Agreement. Credits granted for such classes shall be used to generate FTE teachers within the Union.
- 7.0 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the Member assigned to the electronic classroom.

- 8.0 All electronically delivered courses shall be scheduled during the regular school day and the Member's work location shall be in a secondary school within the Board's jurisdiction.
- 9.0 A Member teaching electronically delivered course(s) shall be assigned a work station/work area in the Member's secondary school with all the necessary resources for teaching an on-line course. A Member assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Articles 25 and 26 of this Collective Agreement.
- 10.0 A Member teaching electronically delivered courses shall report to school board personnel only and shall be evaluated only by the Principal or Vice-Principal of the Member's school, and/or Principal of Secondary Program, and/or supervisory officers employed by the Board.
- 11.0 Electronically delivered curriculum classes are outside the complement generated by the staffing formula in Article L25 of the Agreement.
- 12.0 For purposes of staffing and surplus declaration, a Member assigned to teach electronically delivered credit courses shall be included in the staff complement of the secondary school which is the work location of the Member. Each time the school is staffed the Member has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.
- 13.0 All job postings for electronically delivered credit courses shall be posted in accordance with Article L23 of this Collective Agreement.
- 14.0 The Board shall not make recordings of Members teaching courses by electronically delivered curriculum.
- 15.0 In the event there are changes to the *Education Act*, related Statutes, and/or Regulations with respect to electronically delivered credit courses, the Board and the Union agree to meet to revisit this agreement.



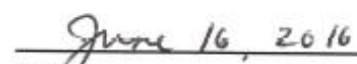
For the Board



 Date



For the Bargaining Unit



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Letter of Agreement

between

The Lambton Kent District School Board
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RE: HIRING OF LONG-TERM OCCASIONAL TEACHERS

It is understood that the current practice of conducting interviews to be placed on the Occasional Teacher list continue. A Member on the occasional teacher list may apply for a Long-Term Occasional posting with no further interview.

It is further understood and agreed to by both Parties that the current practice of posting Long-Term Occasional assignments will continue. The process includes the following:

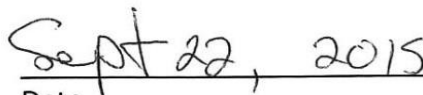
- The 'Secondary Occasional Teacher Appointment' form (created by the Board representative and the Occasional Teacher Executive) shall continue to be used. No changes will occur without agreement by both parties.
- After the successful applicant has been chosen, the Superintendent of Human Resources, or designate will forward the completed form to OSSTF.



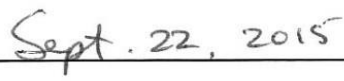
For the Board



For the Bargaining Unit



Date



Date

Letter of Agreement

between

The Lambton Kent District School Board
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and

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RE: MID-SEMESTER HIRE

When a contract position becomes available at a school during a semester, the following procedures shall be followed:

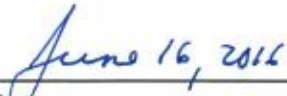
1. The position will be posted according to Article L23 of the Collective Agreement.
2. If the successful candidate is already a contract teacher at another school, he/she will start the job at the beginning of the ensuing semester and the position will be filled in the interim by a Long Term Occasional.
3. If there are no successful contract teachers then the position will be posted for occasional teachers. If the successful candidate is a Long Term Occasional:
 - 3.1 he/she immediately occupies that position;
 - 3.2 if the Long Term Occasional had already been doing the job, accumulated sick leave and seniority are retroactive to the date and the position became available.



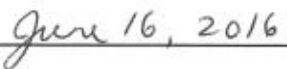
For the Board



For the Bargaining Unit



Date



Date

Memorandum of Agreement

between

**Ontario Secondary School Teachers' Federation
District 10**

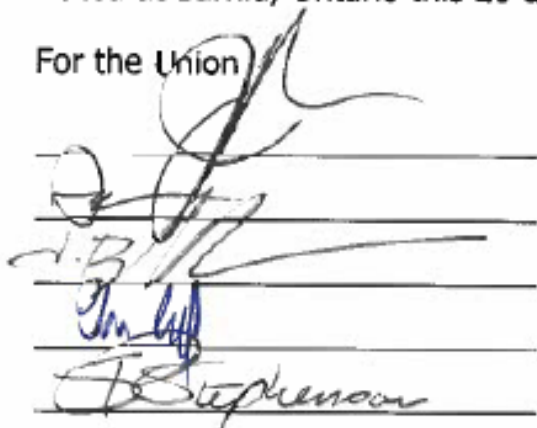
and

The Lambton Kent District School Board

1. The Parties hereby agree to the terms of this Memorandum and that the items herein, shall form part of the new Collective Agreement;
2. The Parties agree, that the term of the Collective Agreement shall be September 1, 2019 to August 31, 2022;
3. The Parties agree that all terms of this Memorandum are effective upon ratification by the Parties;
4. The Union and the Employer agree to recommend the induction of the Collective Agreement amendments, as established in bargaining, to their respective Membership/Board and to promote its Ratification.

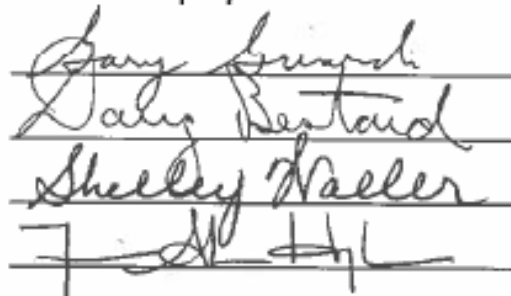
Dated at Sarnia, Ontario this 20 day of October, 2020

For the Union



Handwritten signatures for the Union, including a large signature at the top and several smaller ones below, all written over horizontal lines.

For the Employer



Handwritten signatures for the Employer, including Gary Brinck, Gary Bestard, Shelley Waller, and another signature, all written over horizontal lines.