

A COLLECTIVE AGREEMENT

BETWEEN

THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION, District 21 Teachers' and Occasional Teachers'
Bargaining Unit**

EMPLOYED BY THE BOARD

Effective

September 1, 2019 up to and including August 31, 2022

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OSSTF TEACHERS

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OSSTF TEACHERS – PART A: CENTRAL TERMS

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

Effective February 1, 2020, 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

- b) 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.
- c) 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.

C8.1 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.

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.

- b) 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.
- c) 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 (*please do not include diagnosis*): _____

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to

accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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]

OSSTF Teachers

Part B: Local Terms

PART B – LOCAL TABLE

L 1.00 – RECOGNITION

- L1.01 The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent authorized to negotiate on behalf of its members, employed by The Hamilton-Wentworth District School Board and assigned as Teachers, to one or more worksites, or to perform duties in respect of such sites, including Occasional Teachers and Continuing Education Teachers.
- L1.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L1.03 The Board also recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L1.04 The Board further recognizes the right of the Bargaining Unit to represent a Teacher at any meeting where the Teacher is placed under review.
- L1.05 The sole terms and conditions of employment under this Agreement applicable to certified Teachers delivering credit courses in summer school, and evening school, Section 23 Summer Programs and Adult Day School, shall be as set out in Article L34.00 of this Agreement and Occasional Teachers as set out in Article L35.00 of this Agreement.
- L1.06 During the lifetime of this Agreement, the terms and conditions of this Agreement shall be applicable to all OSSTF District 21 full-time and part-time Teachers who are employed by the Board as probationary, permanent, occasional and Continuing Education Teachers. It does not apply to Continuing Education Instructors.
- L1.07 The Bargaining Unit shall notify the Employer in writing of the names of its representatives as follows: released officers, Labour Relations Members, and Bargaining Table members. Upon request, the Bargaining Unit shall provide a list of Branch Presidents and Collective Bargaining Committee members.
- L1.08 Each Teacher, either active or on leave, shall keep the Human Resource Services Division informed, in writing, of any changes to their address and telephone number.
- L1.09 The Board shall provide a list of all teaching staff, including FTE, in all work sites by October 15 for semester 1 and March 15 for semester 2 to the Bargaining Unit President.
- L1.10 The Board shall provide an updated list of contact names, positions, and phone extensions of Human Resource Services including the managers of each section to all members of the Bargaining Unit on the Tuesday after Labour Day. This list shall be updated on myHWDSB.

L2.00 – PURPOSE

- L2.01 The parties to this Agreement shall make every effort to maintain a harmonious relationship between the Board and each Teacher and shall co-operate to the fullest extent in an endeavour to provide the highest quality of educational services.
- L2.02 It is the purpose of this Agreement in conjunction with the items negotiated and agreed to at the central table to make herein provisions for salaries, allowances, benefits, and those conditions of employment as specified in this Agreement, and to provide for an orderly method of settling grievances, which may arise from time to time.
- L2.03 There shall be no discrimination by the parties against a Teacher because of race, ancestry, place of origin, colour, ethnic origin, creed, sex, age, sexual orientation, gender identity, record of offences, marital status, family status or disability in accordance with the Ontario Human Rights

Code or participation in union activities in accordance with the Ontario Labour Relations Act, and any other relevant legislation.

- L2.04 The Board and the Union agree that harassment and bullying in the workplace are unacceptable.
- L2.05 Both parties are committed to providing a working and learning environment free from discrimination and harassment where all individuals are treated with respect and dignity, as referenced in the Occupational Health & Safety Act, the Ontario Human Rights Code, and any other relevant legislation.

L3.00 - DURATION, RENEWAL AND CONTINUATION

- L3.01 The Collective Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022 and shall be in force from year to year thereafter. Notice to commence bargaining shall be given by a central party. Notice to bargain centrally constitutes notice to bargain locally.
- L3.02 If either party gives notice of its desire to negotiate amendments in accordance with Section L3.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- L3.03 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.
- L3.04 In the event that the Federal and/or Ontario Government should pass legislation during the life of this Agreement which would have the effect of altering or modifying any part of this Agreement, the parties shall meet and, in good faith, make every reasonable effort to sign a Memorandum of Agreement covering all amendments the parties deem appropriate. The remaining provisions of the contract shall continue in effect for the duration of the agreement.

L4.00 – MANAGEMENT RIGHTS

- L4.01 Save and except to the extent specifically modified or curtailed by any provision of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.
- L4.02 The Board agrees that it will not exercise any of its rights in a manner inconsistent with the express provisions of this Agreement and the Statutes and Regulations governing employment and education in the province of Ontario.
- L4.03
- a) The Board agrees that any proposed changes in the policies and procedures, and Human Resource Service programs of the Board, which might adversely affect a Teacher or Teachers, shall be communicated in writing to the Bargaining Unit President. After such communication, if the Federation wishes to enter into discussion on the subject, the Board shall receive Federation input, either written or oral, within ten (10) school days, and the Board shall provide a written response recognizing the Federation input, before reaching a final decision resulting in any change.
 - b) The Board shall communicate system wide initiatives relating to the strategic direction with the Bargaining Unit prior to implementation.

L5.00 - UNION DUES CHECK-OFF

- L5.01 On each pay date on which an employee is paid the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit. 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) days prior to the expected date of change.

- L5.02 The OSSTF dues deducted as per L5.01 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 employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L5.03 Dues specified by the Bargaining Unit in L5.01, if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit at the OSSTF District 21 office 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 employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L5.04 In consideration of the Board's deducting the monthly contributions, the Bargaining Unit undertakes and agrees to indemnify and save harmless the Board from any and all claims, demands, actions, liability, loss, damages, costs, and expenses, which the Board may hereafter incur, suffer or be required to pay by means of having made, said deduction or deductions.

L6.00 - NO STRIKE OR LOCK-OUT

- L6.01 There shall be no strike or lock-out during the term of this Agreement. The terms strike and lock-out shall be defined in the *Ontario Labour Relations Act, Education Act and School Boards Collective Bargaining Act*.
- L6.02 When other Board employees are on strike, Teachers shall carry on their regular professional duties to the best of the Teacher's ability without assuming functions that are normally discharged by the Board employees on strike.

L7.00 – LEAVES

L7.01 Bereavement Leave

For absence occasioned by the death of a partner, child, parent, or sibling of the Teacher or the Teacher's partner, leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding four (4) consecutive working days. If the day of service (funeral, burial, celebration of life) is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of service. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services or designate where extended travel is required.

- L7.02 For absence occasioned by the death of other relatives of the Teacher's or the Teacher's partner's immediate family, leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding three (3) consecutive working days. If the day of service (funeral, burial, celebration of life) is not within the allotted consecutive days, then one of the allotted days may be applied at a future time, on the day of service. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services or designate where extended travel is required.

- L7.03 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding one (1) day for the purpose of attending a funeral or service.

NOTE: It is understood that the bereavement leave shall begin within seven (7) calendar days following the date of death or later if under extenuating circumstances.

Religious Holy Days

- L7.04 Leave shall be granted with pay and without deduction of sick leave for recognized religious holy days that occur on a regular workday as identified in the HWDSB Holy Day calendar. Requests for days not identified in the Board's Holy Day calendar will be considered. Such requests must be submitted in writing to the Human Resources Staffing Officer.

Compassionate Leave

- L7.05 A Teacher shall be allowed a special leave(s) of absence for compassionate reasons, once they have informed Human Resource Staffing Officer, for a period not exceeding three (3) days in any one academic year. Such leave will be without loss of salary and will not be deducted from the Teacher's sick leave. They can be used for any of the following:
- a) Attending to a loved one who is dying or at risk of death.
 - b) Caring for an ill dependent/ill immediate family member while alternate care arrangements can be made.
 - c) Attending to matters that cannot be scheduled outside of working hours that:
 - would have grave financial or health related consequences on the Teacher or family members and/or,
 - the Teacher has no opportunity to influence the scheduling of an event.
 - d) A sudden or serious illness in the Teacher's household.
 - e) Any other circumstances deemed appropriate under compassionate grounds with prior approval required by the Superintendent of Human Resource Services or designate.

Personal Leave Days

- L7.06 A Teacher shall be granted a leave of absence for personal reasons up to a maximum of two (2) days in any academic year. Except in an emergency, the Teacher will provide the Principal with written notice, seventy-two (72) hours in advance of the leave. With the exception of leaves for emergencies, in a school with less than fifty (50) Teachers, a maximum of one (1) Teacher per day per school will be given the leave and in a school with fifty (50) or more Teachers, a maximum of two (2) Teachers per day per school will be given the leave. These days shall be without loss of salary and will not be deducted from the Teacher's sick leave. They cannot be accumulated from one school year to the next.

General Leave of Absence

- L7.07 a) The Board may grant a Teacher a short-term general leave of absence without pay or allowances. Such leaves will not be unreasonably withheld.
- b) The Board shall grant a long-term general leave of absence, for periods of one semester or longer without pay or allowances, up to a maximum length of two (2) consecutive school years provided the employee has been teaching for this Board for a minimum of two (2) consecutive school years. Requests for a leave of absence, including the reason for requesting the leave, should be submitted, in writing, to the Human Resource Staffing Officer prior to March 31 in the year prior to the school year in which the leave will begin. Requests received after this date due to extenuating circumstances will be considered on an individual basis. Upon application the leave may be extended but in no case will the period of the leave exceed three (3) years.
- c) Leave of Absence will not be granted to accept permanent employment.
- L7.08 A Teacher returning from a leave of absence as of September 1st or at the beginning of Semester II shall be treated as a member of the staff of the school(s) to which the Teacher was assigned for staffing purposes. If the return date is other than on September 1st or at the beginning of Semester II, the Board shall endeavour to assign the returning Teacher to a suitable position as soon as practicable. A Teacher returning from a leave of absence shall not necessarily be reassigned to the Teacher's former position or to a comparable position immediately upon the Teacher's return, but the Board shall endeavour to do so as soon as practicable thereafter.
- L7.09 A Teacher requesting an extension or a change to the original leave request will provide the Board with ten (10) weeks written notice prior to the expiry of the leave. The notice will be exclusive of the summer period, Winter or Spring Break.

Employment Standards Act Leave of Absence

- L7.10 Additional leaves of absences are available to Teachers through Employment Standards Act. Such leaves include, but are not limited to: Domestic Violence Leave, Organ Donor Leave, and Reservist Leave. Please access Employment Standards Act for additional leave information. <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

Federation Leave of Absence

- L7.11 Upon written request, the Board shall grant a leave of absence for a period up to two (2) years to Bargaining Unit Officers who have been elected to perform Federation Duties. Additional future leaves of absence shall be granted to the Bargaining Unit Officers who continue to be elected after their initial term of office.
- L7.12 The leave shall be without loss of salary or benefits and the Bargaining Unit shall pay replacement cost to the Board for each full-time position granted to the equivalent of the salary at Category 3, Year 2 and if applicable any responsibility allowances. The Officers identified in L7.11 shall have access to any unused Sick Leave Days from their last year worked as a Teacher for HWDSB for the purpose of topping up salary as per Central Agreement – Short Term Leave and Disability Plan Top Up.
- L7.13 Notwithstanding L7.11 and L7.12, should an Occasional Teacher or a Continuing Education Teacher be released for full-time Federation leave duties, there shall be no access to unused sick leave days from the last year worked for the purpose of topping up sick leave use, unless such changes are made to Part A (Central) of the agreement.
- L7.14 Upon written request, the Board shall grant a leave of absence for a period of two (2) years to a member of the Bargaining Unit who is elected to the Provincial Executive of OSSTF. The leave shall be without loss of salary or employee benefits, provided that the Board is reimbursed for the full cost of the leave by the Provincial Affiliate. Additional future leaves of absence shall be granted to the District 21 Bargaining Unit members who continue to be elected to Provincial Executive of OSSTF.
- L7.15 Any Bargaining Unit member who is appointed to any position within the Provincial OSSTF/FEESO shall be granted a leave of absence while performing their duties at Provincial Office. While on said leave, the member shall be listed as a system responsibility. At any time where the member wishes to return to the Board, it shall occur at the beginning of a semester and the member shall give a minimum of two (2) months' notice exclusive of the holidays.
- L7.16 The Teacher on leave under L7.11 and L7.12 shall notify the Board by May 1st, in writing, of the Teacher's intention to return to teaching duties effective September 1st. The Teacher shall return to the Teacher's former position; however, should the position formerly held by the Teacher not be available the Teacher shall receive full grid salary and allowances, and shall be appointed to the first comparable position which becomes available.
- L7.17 In addition to L7.11 and L7.13, upon two (2) weeks written request, the Board shall grant a leave of absence for a total of one hundred twenty (120) days per school year to a member(s) of the Bargaining Unit who is/are required for Federation duties by the Provincial OSSTF or the District 21 Office. Under unusual circumstances, where two (2) weeks written notice cannot be provided, the release of the Teacher shall be by mutual agreement between the Superintendent of Human Resource Services and the Bargaining Unit President. The one hundred twenty (120) days per school year shall be exclusive of an annual release day of Federation Branch representatives for training and for the release of new permanent hires for the purpose of orientation. The Federation shall reimburse the Board at the occasional teaching daily rate of pay.
- L7.18 Members on Federation Leave who access any paid and/or statutory leave as provided for in the Collective Agreement and/or in legislation shall be replaced by a member identified by the Bargaining Unit. Such replacement costs shall be in accordance with Article L7.12.

L7.19 The Bargaining Unit shall notify the Employer of the names of members to receive such Federation Leave.

Teacher Funded Leave Plan

L7.20 An employee must have two (2) or more consecutive years of active employment with HWDSB to participate in the plan. Written applications must be received by the Manager, Staffing and Operations or designate, on or before January 31st for the next school year.

L7.21 The application shall indicate the school year in which the leave shall be taken and:
(a) that no regular teaching salary be held back, or
(b) the percentage of regular teaching salary to be held back for each year of teaching in the years prior to taking the leave.

L7.22 Leave may be granted for a period of one year, one semester, or such other period as the Human Resource Services Officer or Designate may approve to a maximum of the equivalent of one year in a five-year period or such other period as approved by the Board.

L7.23 Late applications may be considered at the discretion of the Human Resource Services Officer or designate.

L7.24 A written decision on the Teacher's request, with explanation, will be forwarded to the Teacher by April 1st in the school year the request is made. The permission of the Board shall not be unreasonably withheld.

L7.25 Any salary held back by the Board shall be placed in irrevocable trust in a chartered banking institution in the Teacher's name. The interest earned on said funds will be paid in accordance with legislation.

L7.26 The method of repayment of salary hold back during the period of the leave shall be mutually agreed on by the Board and the Teacher, in accordance with the Income Tax Act.

L7.27 Teacher Pension Plan deductions are to be continued as provided by the Teachers' Pension Act. The amount to be deducted is based on the percentage rate as stipulated in the Act, of the salary paid to the Teacher during the leave of absence. Upon returning to full duties, the Teacher is to have the option of contributing the difference between the amount of T.P.P. deducted and the amount that would have been deducted had the Teacher remained on staff and drawn full salary.

L7.28 While the Teacher is on leave, sick leave provisions will be governed by Part A of the Collective Agreement.

L7.29 A Teacher returning from leave will be assigned to the same position (including Position of Added Responsibility) in the same work site, provided the work site still exists, and subject to Article 19. The Teacher shall then be subject to the conditions within the school, in accordance with staffing articles.

L7.30 The approved period of the leave shall count for seniority purposes with the Board.

L7.31 Upon return to duty the Teacher will be placed on the salary grid and be entitled to any benefit enhancement as if the Teacher had not had a leave of absence. It is understood that there will be no retroactive adjustment for the period of the leave.

L7.32 A Teacher may alter, in accordance with the Income Tax Act, the salary hold-back, which was approved in the original application for Teacher funded leave.

L7.33 If the Teacher ceases to be employed by the Board, withdraws from the agreement or dies prior to taking the leave of absence, the Board shall pay to the Teacher or the Teacher's estate, the full amount of salary together with interest, as soon as possible.

- L7.34 A Teacher must confirm the leave request prior to April 1 of the year in which the leave is to occur. Failure to notify the Board will commit the Teacher to the provisions of this Leave Plan.

Voluntary Timetable Reduction

- L7.35 The Superintendent of Human Resource Services or designate will consider a request from a Teacher to teach a reduced timetable, including specific periods, for the next school year/semester. Teachers who request a voluntary timetable reduction must teach a minimum of one (1) line per semester. In extraordinary circumstances, late requests will be considered. Such requests shall not be unreasonably withheld. The Superintendent of Human Resource Services or designate may deny a request if it is due to program needs. A Teacher may rescind their voluntary timetable request, in writing to the Superintendent of Human Resource Services Division, if the specific periods the Teacher has requested cannot be accommodated within the school's timetable.
- L7.36 The salary for a Teacher voluntarily teaching part-time shall be pro-rated in the same proportion that the Teacher's partial timetable bears to a full timetable.
- L7.37 Sick Leave provisions for a Teacher voluntarily teaching part-time, shall be governed by Part A of the Collective Agreement.
- L7.38 All written requests, on a Board form, from Teachers requesting reduced timetables must be submitted to the Board no later than April 1 for the following school year and November 1st for second semester.
- L7.39 A Teacher participating in a voluntary timetable reduction shall receive full seniority.
- L7.40 On return to the Teacher's contractual entitlement, a Teacher will be assigned to the same school at which the Teacher taught prior to entering a reduced timetable. The Teacher shall then be subject to the conditions within the school, in accordance with Teacher surplus and redundancy Articles.

Leave for Elected/Appointed Offices

- L7.41 The Board agrees to grant a leave of absence to any Teacher elected or appointed to Municipal, Provincial or Federal Office for a period of up to nine (9) years. The leave shall be granted on the following conditions:
- (i) The leave of absence is without pay.
 - (ii) The Retirement Gratuity, if applicable, will still be provided to the Teacher upon providing notice of retirement.
 - (iv) The leave will count toward seniority with the Board and shall be subject only to the right of reinstatement at the termination of the leave.
 - (v) The period of the leave shall not count towards an increment in salary where the person on leave is at a salary position less than maximum.
 - (vi) The Teacher shall be listed as a system responsibility at the time of the leave.

Leave for Court and Quarantine

- L7.42 The following items are not chargeable to the sick leave and shall be without loss of salary:
- (a) Quarantine – Any Teacher who because of exposure of communicable disease is quarantined or otherwise prevented by the Medical Health Authorities from being present for duty.
 - (b) Witness – Any Teacher who is a witness in any court proceedings to which the Teacher is not a party or one of the persons being charged, provided the Board is furnished with the witness fee.
 - (c) Jury Duty – Any Teacher who is required to serve on a jury.

Leave for College of Teachers

L7.43 Any Teacher who is required to attend any Ontario College of Teachers proceeding as a witness for the Board shall be granted leave without loss of salary.

Leave for Acting Vice Principal Role

L7.44 The following items shall apply when a Teacher accepts an Acting Vice Principal position in the HWDSB:

- (i) The Teacher shall be listed as a system responsibility and the Bargaining Unit shall receive a 1.0 full-time equivalency for the current school year only.
- (ii) The Teacher shall relinquish their rights to a Position of Added Responsibility and to return to their school.
- (iii) Should the Acting Vice Principal return to the Bargaining Unit during the school year, the Bargaining Unit shall continue to hold the 1.0 FTE for the entire year.
- (iv) The Acting Vice Principal shall not perform Teacher Performance Appraisals, including TPA or NTIP, or any investigatory meetings that may lead to discipline for any Bargaining Unit teachers.
- (v) While the Acting Vice Principal is on leave from the Bargaining Unit, it is understood that the Bargaining Unit shall not be responsible for representing the member while on this leave, unless the matter occurred during the Teachers employment as an active OSSTF member.
- (vi) No Teacher shall remain as an Acting Vice Principal beyond two (2) years.
- (vii) A member of the Bargaining Unit who accepts an Acting Vice-Principal position will be considered on a general leave of absence under Article 7.07 of the Collective Agreement.

Leave Report

L7.45 The Board shall meet with the local and provide a list of Teachers who were on Long Term Disability, sick leave, secondments, statutory leaves, Federation leave, Teacher-funded leaves, and long term general leaves to the Bargaining Unit President by February 15th for semester 1 and July 15th for semester 2.

L8.00 - PREGNANCY LEAVE, PARENTAL LEAVE AND PATERNITY LEAVE

Pregnancy Leave

L8.01 Upon application in writing, a Teacher who is pregnant and who is employed by the Board immediately preceding the estimated day of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17) weeks.

L8.02 The Board shall not terminate the employment of or lay-off a Teacher who has been granted a statutory pregnancy leave under this article in accordance with the Employment Standards Act. However, where a Teacher may be impacted by staffing decisions, article L19.00 SURPLUS AND REDUNDANT TEACHERS will apply.

L8.03 A Teacher may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

L8.04 The Teacher shall give the Board not less than two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

- L8.05 (a) A Teacher who suffers a pregnancy-related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally-qualified medical practitioner shall qualify for sick leave during the illness. The Teacher will not be required to use pregnancy leave unless the Teacher so elects.
- (b) In the case of a Teacher who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the employee expected to give birth, subsections L8.03 and L8.04 will not apply. The procedure will be as indicated in L8.06, which follows.

- L8.06 Within two (2) weeks of stopping work an employee described in L8.05 (b) above must give the Board:
- (a) written notice of the date the pregnancy leave began or is to begin, and
 - (b) a certificate from a legally-qualified medical practitioner stating that:
 - (i) in the case of an employee who elects to stop working because of complications caused by the pregnancy, states the employee is unable to perform the employee's duties because of complications caused by the pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
- L8.07 The Pregnancy Leave ends:
- (a) The later of twelve (12) weeks after birth, stillbirth or miscarriage; seventeen (17) weeks after the leave began, or
 - (b) at an earlier date if the employee gives the Board at least four (4) weeks written notice of the date.
- L8.08 A Teacher who intends to resume employment on the expiration of the statutory leave of absence under these regulations shall so advise the Board and, on return to work, the Board shall reinstate the Teacher to the position the Teacher most recently held with the Board if it still exists, or to a comparable position, if it does not. Seniority shall continue to accrue during a pregnancy leave. Reinstatement from pregnancy leave under this sub-section shall be without loss of seniority, grid step, sick leave or benefits.

Pregnancy Leave Benefits

- L8.09 (a)
- (i) The Employer shall provide for permanent and long-term occasional Teachers and Teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The Teacher who is eligible for such leave shall receive salary for a period immediately following the birth of their child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Teacher receives from E.I. and her regular gross pay.
 - (ii) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
 - (iii) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in (i) above, with the length of the SEB benefit limited by the term of the assignment.
 - (iv) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
 - (v) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
 - (vi) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
 - (vii) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
 - (viii) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
 - (ix) If an employee begins pregnancy leaves while on an approved leave from the employer, the above maternity benefits provisions apply.
 - (x) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

- (xi) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases, the pregnancy benefits shall commence on the first day after the unpaid period.
- (b) A SEB plan to top 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 their 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.

Statutory Parental Leave

- L8.10 For the purpose of Parental Leave, parents shall be defined as one of the following:
- (a) natural parent, or
 - (b) adoptive parent, or
 - (c) any person in a relationship of some permanence with the parent of the child.
- L8.11 Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:
- (a) the birth of the child, or
 - (b) the coming of the child into custody, care and control of a parent for the first time.
- L8.12 The Board shall not terminate the employment or lay-off a Teacher who has been granted a statutory parental leave under this article in accordance with the statutory obligations. However, where staff may be impacted by staffing decisions, article 19.00 SURPLUS AND REDUNDANT TEACHERS will be applicable.
- L8.13 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- L8.14 For persons not covered in L8.14, Parental Leave shall be as per the Employment Standards Act (ESA).
- L8.15 The Teacher shall endeavour to give the Board at least two (2) weeks written notice of the date the leave is to begin.
- L8.16 If a Teacher wishes to change the date when a Parental Leave is scheduled to begin, the Teacher shall endeavour to give written notice:
- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated, or
 - (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.
- L8.17 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.
- L8.18 The parental leave ends sixty-one (61) weeks if the employee has also taken a pregnancy leave, or after sixty-three (63) weeks if they did not take a pregnancy leave; or such shorter period as the Teacher may request.
- L8.19 A Teacher who intends to resume employment on the expiration of a statutory parental leave of absence under these regulations shall so advise the Board and on return to work the Board shall reinstate the Teacher to the position the Teacher most recently held with the Board, if it still exists, or to a comparable position, if it does not. Reinstatement from parental leave under this sub-section shall be without loss of seniority, sick leave or benefits. Seniority continues to accrue during the parental leave.

L8.20 On making application to the Board, Pregnancy and Parental Leaves shall be entitled to an extension of up to two years under the General Leave Plan. The date of return of the Teacher shall be agreed upon between the Teacher and the Board.

Paternal Leave

L8.21 For absence occasioned by the birth or adoption of a child, the Board shall grant, upon written request, a leave of absence for a period not exceeding two (2) days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the Teacher's sick leave.

L9.00 – TEACHERS RETURNING FROM LEAVES

L9.01 (a) A Teacher returning from a leave of absence or term appointment within three (3) years of the original leave, shall be treated as a member of the staff of the school to which the Teacher was last assigned. A Position of Added Responsibility shall be relinquished for a Teacher who is on general leave from their duties for longer than three (3) years, unless the leave is for documented medical reasons.

(b) A Teacher who has been on a leave of absence for greater than three (3) years and who returns from a leave of absence shall become a system responsibility and available for placement.

L10.00 – SICK LEAVE AND RETIREMENT GRATUITIES

Sick Leave

L10.01 The Board shall maintain a sick leave plan as per Part A of this Collective Agreement.

L10.02 (a) To qualify for sick leave, a Teacher who is absent from the Teacher's duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery.

(b) Notwithstanding L10.02 (a), the language from the Central Table Agreement Article C9.1 shall apply.

L10.03 Any Teacher required to attend a meeting with Human Resource Services to discuss attendance, shall be accompanied by a representative of the Bargaining Unit at any meeting, which may lead to discipline, that may be called by Management to which the Teacher is invited. The representative of the Bargaining Unit may represent the Teacher subject to the Teacher's approval.

L10.04 No salary payments will be made to a Teacher for absence due to a personal illness or injury beyond the number of days standing in the Teacher's sick leave.

Accommodating Employees

L10.05 The Board and the Union are committed to a consistent and equitable approach to meeting the needs of employees who require accommodation, by treating such employees with dignity and respect and restoring them to meaningful available or suitable work. As per the Ontario Human Rights Code, the Board, the Union and the employee recognize their obligation to cooperate and participate in the process. As such, the Board and the Federation shall establish a standard process to develop individual accommodation plans. The parties agree to abide by their obligation under any applicable legislation including, but not limited to the OHRC, MFIPPA, AODA, and the Board's Accommodation of staff policy/procedure.

L10.06 The Employer and the Union, in recognition of their roles and legal obligations, agree to cooperatively develop work plans for each member requiring an accommodation. Such cooperative efforts shall involve an Employer representative, a Union representative and the member requiring work accommodation. Where a member refuses representation from their Union, the Board will advise the Union that the member has declined Union representation.

Independent Medical Examination

L10.07 Prior to an Independent Medical Examination (IME) being performed, consultation with the Bargaining Unit shall occur. Upon confirmation that the Teacher has reviewed the IME with their medical practitioner, the Board will provide a copy of the IME to the Teacher, upon request.

Storage of Medical Files

L10.08 The Board shall ensure that all medical information regarding a Teacher is stored in a secure location and is managed in a completely confidential manner.

a) Access to such records and content of medical information collected by the Board shall be strictly limited to the Superintendent of Human Resource Services, Employee Support and Wellness Department or designate as required who have signed confidentiality agreements and are required to access medical information to perform the duties of their job. Such personnel shall not be OSSTF T/OT Bargaining Unit members.

b) A Teacher shall have access to examine the Teacher's medical file upon prior arrangement with the Human Resource Services Division. No information from a Teacher's medical record shall be given to any person or party unless the Board is required to do so by law, at which time the Teacher would be informed in writing of the sharing of this information, unless restricted by law. In all other circumstances, the Teacher's medical record shall not be shared unless the Teacher has provided written consent.

- i) A Teacher may request copies of any and all information contained in their medical record.
- ii) An employee may request access to view medical information contained on file by contacting the Manager, Employee Support and Wellness. Photocopies of specific information shall be provided to the employee upon written request as per section 54 (2) of the Personal Health Information Protection Act.

Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

L10.09 Any Teacher who is on sick leave and is entitled to receive payments under the Workers' Safety Insurance Board shall receive the difference between such payment and regular salary from the Board.

L10.10 The top-up amount shall be paid as per the Central Agreement to a maximum of 4 years and 6 months. All required deductions and remittances will continue to be deducted on the Teacher's behalf.

Retirement Gratuity

L10.11 Preamble - 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:

L10.12 During the lifetime of the Collective Agreement retirement gratuities will be as per Part A Central Table – Retirement Gratuities Appendix A.

L10.13 A Teacher retiring from the teaching profession must be eligible for a pension under the terms of the Teachers' Pension Plan Act in order to receive a gratuity.

Payment of the Retirement Gratuity

L10.14 On the termination of employment for the purpose of retirement, a Teacher who meets the above referenced eligibility for retirement gratuity under the Retirement Gratuities Appendix A in part A of the Central Agreement is entitled to the frozen amount identified as of August 31, 2012.

- L10.15 a) The Retirement Gratuity shall be paid out in one lump sum once the Board has received satisfactory proof that the Teacher has retired on pension. The payment of the Retirement Gratuity will be paid as soon as possible, but in no event, later than sixty (60) days of the Board receiving such satisfactory proof.
- b) Notwithstanding the one lump sum payment as set out above, the Board shall divide the payment over two (2) calendar years in two (2) equal amounts, when a Teacher makes a request in writing. The first payment will be within sixty (60) calendar days of the Board receiving such satisfactory proof and the second payment will be within sixty (60) days of the new calendar year.
- L10.16 If a Teacher dies while in the service of the Board, payment of a gratuity computed on the same basis as the Retirement Gratuity on Retirement shall be paid to the estate of the Teacher. Such payment will be conditional upon the qualifying rules for the frozen gratuity.

L11.00 – CATEGORY DEFINITIONS

- L11.01 A Teacher shall have the Teacher's qualifications for category placement determined under the current QECO chart and shall be paid accordingly.
- L11.02 A Teacher teaching with a Letter of Standing or a Letter of Permission will be placed in a category on the salary grid according to the Teacher's QECO Letter of Evaluation.
- L11.03 No qualifications shall receive duplicate recognition in the determination of a Teacher's salary.
- L11.04 (a) A Teacher who submits a QECO Rating Statement shall have the Teacher's category placement recognized for salary purposes as of September 1, provided that:
- (i) the qualifications were completed before August 31 of that year, and
 - (ii) the new Rating Statement and proof of the completion of the additional qualifications are registered with the Board within four (4) weeks of the date on the new QECO Rating Statement, and
 - (iii) the Rating Statement is registered with the Board before December 31 of that year.
- b) A Teacher who submits a QECO Rating Statement shall have the Teacher's category placement recognized for salary purposes on the first pay following the completion of the qualifications provided:
- (i) The QECO Rating Statement and proof of the completion of the additional qualifications are registered with the Board within four (4) weeks of the date of the QECO Rating Statement, and
 - (ii) the Rating Statement is submitted within four (4) months of the completion of the qualifications.
- c) In the event QECO rules change, a Teacher who has applied for a new rating statement must notify the Board, in writing, within four (4) weeks of their application to QECO in order to be considered for retroactive salary payment. The Teacher's category placement will be recognized for salary purposes as of the date of the QECO rating change provided the rating statement is registered with the Board within the current school year.

Otherwise the effective date for payment will be the first day of the month following registration of the Rating Statement with the Board.

- L11.05 Newly-hired Teachers who expect to be compensated at a level higher than Category 1 must submit proof of this level to the Human Resource Staffing Officer or designate by December 31, in order to be retroactive to September 1 of Semester 1 and by May 31, in order to be retroactive to February 1 of Semester 2. If delays, which are beyond the control of the Teacher, are experienced in receiving this proof, a copy of the letter explaining the delay must be submitted by December 31 or May 31, respectively.

Grid Placement

L11.06 A newly hired Teacher shall be placed on the salary grid in accordance with the Teacher's qualifications and approved elementary and/or secondary teaching experience up to September 1st of the school in which they were hired. Teaching experience for initial placement on the salary grid for those Teachers newly hired by the Board on and after date of ratification includes:

- (a) Each full year of elementary and/or secondary experience obtained in Ontario.
- (b) For purposes of approved elementary and/or secondary teaching experience exclusive of summer school or night school a year shall be:
 - (i) Full time calculated by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.
 - (ii) Accumulated part-time teaching experience pro-rated to establish a full-time equivalency by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.
- (c) Other teaching experience if recognized by the Ministry of Education and Training or deemed equivalent by the Director or designate.
- (d) Statutory pregnancy and parental leave as defined under the Ontario Employment Standards Act shall not be deducted from teaching experience.
- (e) Accumulated long-term occasional teaching assignments shall be pro-rated to establish a full-time equivalency by totaling the number of months and dividing by ten (10) to determine the number of years. Any remainder of five (5) or more months shall be counted as one (1) year.
- (f) Each Teacher shall be required to submit satisfactory proof of teaching experience.

L11.07 To allow for an additional year of teaching experience, a Teacher shall advance on the salary grid in September if the Teacher has taught or performed professional duties fifty per cent (50%) or more in the previous school year.

Secondary School Salary Grid

L11.08 (a) Effective September 1, 2019 to August 31, 2020, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	\$47,258	\$49,840	\$53,707	\$56,711
1	\$49,840	\$52,628	\$56,929	\$60,146
2	\$52,412	\$55,423	\$60,146	\$63,587
3	\$54,987	\$58,212	\$63,368	\$67,020
4	\$57,564	\$61,005	\$66,592	\$70,463
5	\$60,146	\$63,800	\$69,819	\$73,900
6	\$62,728	\$66,592	\$73,044	\$77,333
7	\$65,305	\$69,388	\$76,262	\$80,766
8	\$67,888	\$72,177	\$79,480	\$84,203
9	\$70,463	\$74,969	\$82,701	\$87,647
10	\$73,044	\$77,764	\$85,927	\$91,085
11	\$79,052	\$83,781	\$94,528	\$100,969

- (b) Effective September 1, 2020 to August 31, 2021, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	\$47,731	\$50,338	\$54,244	\$57,278
1	\$50,338	\$53,154	\$57,498	\$60,748
2	\$52,936	\$55,977	\$60,748	\$64,223
3	\$55,537	\$58,794	\$64,002	\$67,690
4	\$58,140	\$61,615	\$67,258	\$71,168
5	\$60,748	\$64,438	\$70,517	\$74,639
6	\$63,355	\$67,258	\$73,774	\$78,106
7	\$65,958	\$70,082	\$77,024	\$81,574
8	\$68,567	\$72,899	\$80,275	\$85,045
9	\$71,168	\$75,719	\$83,528	\$88,524
10	\$73,774	\$78,542	\$86,786	\$91,996
11	\$79,843	\$84,619	\$95,473	\$101,979

- (c) Effective September 1, 2021 to August 31, 2022, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	\$48,208	\$50,841	\$54,786	\$57,851
1	\$50,841	\$53,686	\$58,073	\$61,356
2	\$53,465	\$56,537	\$61,356	\$64,865
3	\$56,092	\$59,382	\$64,642	\$68,367
4	\$58,721	\$62,231	\$67,931	\$71,880
5	\$61,356	\$65,082	\$71,222	\$75,385
6	\$63,989	\$67,931	\$74,512	\$78,887
7	\$66,618	\$70,783	\$77,794	\$82,390
8	\$69,253	\$73,628	\$81,078	\$85,896
9	\$71,880	\$76,476	\$84,363	\$89,409
10	\$74,512	\$79,327	\$87,654	\$92,916
11	\$80,641	\$85,465	\$96,428	\$102,999

L11.09 Related Trade, Business and Work/Educational Experience

Effective September 1, 2008, subject to Ministry Guidelines on the recognition of Teacher experience for Teacher compensation grant purposes,

Related experience will be recognized on the following basis:

- (a) Trade Experience (Journeyman, Tradesperson, or related experience with a technical certificate).

1. the experience is in excess of that required for admission to the Ontario Faculties of Education, and
 2. the person is qualified and the experience is directly related to the Teacher's qualifications.
- (b) Business Experience (Accounting, Marketing, Data Processing/Computer Studies).
1. the experience is acquired after graduation from a Canadian university or its foreign equivalent and the experience is directly related to the Teacher's qualifications, or
 2. the experience is in excess of five (5) years, subsequent to the obtaining of a Secondary School Honour Graduation Diploma or equivalent, or, alternatively, it is the experience above the basic years of experience required for admission into a recognized Teacher training course and the experience is directly related to the Teacher's qualifications.
- (c) Related Work/Educational Experience
1. full-time teaching in an accredited College or University providing the experience is in excess of that required for admission to the Ontario Faculties of Education and the experience is directly related to the Teacher's qualifications, or
 2. equivalent full-time work experience directly related to the subject area the person is hired for and the experience is directly related to the Teacher's qualifications.

Note: Each full year of recognized experience rounded to the nearest year shall count as one (1) year of teaching experience on the grid. This recognized experience shall not pierce the maximum of the salary grid. Newly hired teachers must submit all documentation on related experience during the first 12 months with the Board. For all other Teachers, retroactive payments shall be limited to the date of application provided all documentation required is submitted to the Board within twelve (12) months of the application.

L12.00 – METHOD OF PAYMENT

- L12.01 (a)
- | | |
|--|--|
| Effective September 1, 2000 annual salaries shall be paid according to the following plan: | |
| September | 8% (1 st Friday following Labour Day) |
| September 25 th | 8% |
| October 25 th | 8% |
| November 25 th | 8% |
| December | 8% (last day of school) |
| January 25 th | 8% |
| February 25 th | 8% |
| March 25 th | 8% |
| April 25 th | 8% |
| May 25 th | 8% |
| June 25 th | 20% |
- (b) Pay day shall be the 25th of the month. Should the 25th of the month fall on Saturday or Sunday then salaries shall be paid on the preceding Friday. Should the 25th of the month fall during a holiday period, salaries shall be paid on the last teaching day preceding the holiday period.
- (c) Effective September 2021, payment of salary shall be made on a bi-weekly twelve (12) month pay schedule. The Board shall make available a pay date schedule on an annual basis with the work dates covered for each pay out clearly denoted. The Board shall pay out the Teacher's full annual salary between September 1 and August 31 of each year.
- (d) A Teacher who retires as of June 30th, shall be paid in full no later than the last day in June provided two (2) weeks' notice has been provided to the Board. Where a Teacher does not provide two (2) weeks' notice, payment shall be made on the next available pay date. Teachers who retire as of August 31st, will continue to be paid as per the pay schedule.
- (e) The Board shall transmit the Teacher's pay to the Bank or Financial Institution of the Teacher's choice so that as far as feasible the funds should be available on the days as

outlined in L12.01 and shall provide to the Teacher at the Teacher's school a statement of payment.

- (f) A Teacher shall be paid a salary in proportion that the total number of school days for which duties are performed in the school year bears to the total number of school days in the school year.

L12.02 Notwithstanding the above, a Teacher who is retiring and teaches full-time exactly for one (1) semester or until January 31st, whichever is less, shall be paid exactly fifty per cent (50%) of the Teacher's annual rate of salary and shall be credited with exactly .5 of a year for salary and pension purposes. A part-time Teacher's salary shall be prorated accordingly.

L12.03 Salary for teachers teaching less than full-time shall be based on their teaching assignment prorated to a full-time teaching assignment. A full-time teaching assignment is defined as 6 classes or the equivalent time. A Teacher who is fully assigned under L17.01 shall be paid one hundred percent (100%) of pay and part time assignments will be pro-rated. The parties agree to meet and resolve any anomalies respecting salaries for part time assignments.

L13.00 – REIMBURSEMENT

L13.01 The Board recognizes the hardship that a transfer over long distances may cause for some Teachers and will endeavour to limit such transfers or placements, if possible.

L13.02 The Board shall pay to each Teacher who is authorized to use a vehicle on approved Board business mileage reimbursement in accordance with Board policy.

L13.03 The Board shall reimburse Teachers for approved expenses incurred while on Board business in accordance with Board Policy.

L14.00 – EMPLOYEE BENEFITS

L14.01 Benefits are to be administered in accordance with the Employee Life and Health Trust of the Central Collective Agreement.

L15.00 – EMPLOYMENT INSURANCE

L15.01 The parties agree that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that Teachers under this Collective Agreement shall be deemed to have worked eight (8) hours each school day they are employed as the full time equivalent. Teachers working less than full time shall be deemed to have worked the hours per day that are prorated accordingly.

L16.00– STAFFING

L16.01 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 of 23 in the absence of such regulations. 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.

L16.02 (a) The number of FTE Teachers assigned to other Board programs and to non-credit courses shall be in accordance with the Funding Model, the Education Act and Regulations.

- (b) The minimum number of FTE teachers assigned in the following areas shall be:
 Library Learning Commons Lead Teacher - one per school
 Guidance Counsellors - one per 385 FTE students, minimum of 1 per school
 Learning Resource Teachers - one per 600 FTE students
- (c) The FTE as outlined above in L16.02 shall be determined as of the eighth (8th) day of each semester.
- (d) Guidance Counsellor assignments may not include credit bearing lines.

L16.03 Except as specifically provided for elsewhere in this Article, each Secondary School shall be staffed annually as follows:

Administration

- (i) In each secondary school where the program is offered there will be one Department Head in each of the following departments:
 - a. Arts (Visual, Media, Drama)
 - b. Canadian and World Studies (Geography, History, Civics, First Nations, Metis and Inuit Studies)
 - c. English
 - d. Humanities (Family Studies, Business, World Religion, Philosophy)
 - e. Modern Languages (French, Spanish and other Modern Languages) – no assistant head
 - f. Mathematics
 - g. Music – no assistant head
 - h. Physical Education – (2 Heads) – no assistant head
 - i. Science
 - j. Student Services (Guidance, Co-op, Careers, Student Success, Alternative Education)
 - k. Learning Resources (Special Education, Self-contained Classes, Library Learning Commons)
 - l. Technological Studies (Tech courses, Computer Studies)
 - m. French Immersion
 - n. English as a Second Language
- (ii) Each Department as outlined above in section (i) will have one (1) Assistant Department Head, except where specified.
- (iii) If the term ending is later than the date of the school closure, the Board shall continue to pay for the allowance until the end of the term.
- (iv) Should the Board need to allocate additional headships in a Tier 3 program, prior to any allocation, the Board shall consult with the Union for the purpose of developing and signing a Letter of Agreement to develop the working conditions for the position.
- (v) Notwithstanding any mutual consent requirements as stipulated under the Ontario Education Act, a Department Head shall not be fully assigned to classes outside of their department without prior written consent.

- L16.04 a) There shall be one full-time equivalent Teacher assigned to Co-op for every 105 students enrolled per year.
- b) For the purposes of Co-op staffing, a student that is enrolled in Co-op for one (1) or two (2) credits will count as one (1) student. A student enrolled in Co-op for three (3) or four (4) credits will count as two (2) students.
- (c) Where a Teacher is assigned Co-op periods the following maximum number of students per semester for the Teacher shall be: 1 period – 16; 2 periods – 35; 3 periods – 55.
- (d) All secondary schools shall schedule with a minimum of one (1) line of Co-operative Education each semester, provided Co-operative Education is offered.

Classroom Teacher Components

L16.05 As of the eighth (8) day of each semester, the following class size maxima shall be in effect:

Course Levels	Maximum Class Size
Academic	29
College University / University	30
Applied	22
Tech (Auto, Wood, Machine, Construction, Hospitality Services, Hairstyling & Aesthetics, Integrated Technology)	22
Workplace	19
Alternative Education	19
College/Open	28
ESL/ELL	21
Locally Developed/ Essential	14

L16.06 The above noted are subject to a flexible factor of ten percent (10%) – rounded to the nearest whole number. Each Teacher is limited to a maximum class size overage of five percent (5%) rounded to the nearest whole number in any one semester.

L16.07 Any exceptions to the above maximums must have prior agreement of the Superintendent responsible for Secondary staffing and the Bargaining Unit President.

L16.08 No Teacher shall be responsible for more than four (4) half courses per year unless agreed to by the Teacher.

Multi/Bi-Level/Stacked Classes

- L16.09 a) The Board shall endeavor to keep the number of tri/bi-leveled/stacked classes to a minimum [Alternate Education excluded].
- b) No tri (or greater) - stacked/level classes will be assigned to a Teacher without the Teacher's prior consent.

L16.10 When calculating the maximum allowed PTCs for a Teacher teaching a class which contains more than one level, the allowed PTC for that class shall be the average of applicable maximums for the levels being taught.

L16.11 Special education congregated classes will be staffed in the proportions determined by Regulations.

E-Learning

L16.12 Notwithstanding L16.08, 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. No E-Learning credit course shall exceed 35 students.

L16.13 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.

Other Programs

L16.14 The Employer shall maintain the staffing ratio for the Alternative Education Program as has been done in the past.

L16.15 There shall be a program leader for the system Secondary Alternative Education site. In the event new system sites are opened, both parties agree to meet to determine if the new system sites require a program leader.

L16.16 There shall be a Lead Teacher for the Section 23 Program.

L16.17 Maximum class size in Section 23 programs shall be according to the regulations.

L16.18 Should an Administrator wish to assign a Teacher outside of their Area of Qualification under the College of Teachers, consent will be required by the Teacher in writing prior to the course commencing.

L16.19 Notwithstanding a Teacher's Qualifications under the College of Teachers, when placing Teachers into courses within their school/worksite, Teachers shall have the right of refusal, if they have not taught that subject in fifteen (15) or more years.

L16.20 Notwithstanding L16.19, Teachers shall not have the right of refusal for courses not taught in fifteen (15) or more years when being placed at the Teacher placement meeting during the Fall and Spring Staffing Process.

L16.21 A Teacher shall not be required to teach any course for which there is no designated qualification under the Education Act, unless the Board provides adequate professional learning and support necessary to teach that course.

L17.00 – WORKING CONDITIONS

L17.01 Each Full-time Teacher shall be assigned 6 periods out of 8 for the school year. This shall include a maximum of 225 minutes of assigned time per day each semester and shall include homeroom if so assigned [Pro-rated for part-time teachers]. Notwithstanding different class size maxima, it is understood that e-Learning course Teachers are subject to the same working conditions.

L17.02 All classes will be assigned during the instructional day, unless prior agreement in writing has been made between the Teacher, the Bargaining Unit President, the Principal and the Superintendent responsible for secondary staffing.

Additional Professional Assignments (APAs)

L17.03 In addition to the classes assigned above, each Full-time Teacher may be assigned Additional Professional Assignments (APA) as outlined below:

	Maximum # of ½ period on-calls	Maximum # of ½ period on-calls /supervisions/ mentoring
Effective September 2011	25	48

- i. All of the above will be pro-rated for Part-time Teachers.
- ii. Maximum of one (1) APA on any given day.

- iii. All APAs will be equitably timetabled and performed inside the instructional day with the exception of an APA for Bus supervision. An APA for bus supervision will be a maximum of twenty (20) minutes immediately following the end of the instructional day.
- iv. The maximum length of time of an APA shall be ½ period, not exceeding 37.5 minutes with the exception of assemblies – up to sixty (60) minutes in length or exam periods, which can be up to seventy-five (75) minutes in length.

L17.04 During exam time, a Teacher may be assigned an APA that is no longer than seventy-five (75) minutes in length. This duty will occur on the exam day that corresponds to the Teacher's preparation period. This APA shall count toward a Teacher's total set out in L17.03. These duties may include, supervision, scribing and proctoring.

L17.05 For ½ courses that end mid-semester, the Teacher shall not be assigned APAs during the forty-eight (48) hours after the completion of the exam/culminating activity. It is understood that the forty-eight (48) hours does not include weekends and holidays.

L17.06 No Teacher shall be assigned duties other than those outlined above.

School Day & School Year

L17.07 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:45 a.m. and 1:45 p.m., unless otherwise agreed by the Principal and the Teacher. For schools with start times at or earlier than 8:15 a.m., lunch will be between the hours of 10:30 a.m. and 1:30 a.m., unless otherwise agreed by the Principal and the Teacher.

L17.08 Teachers are required to remain at their worksite during their unassigned period. Teachers can be assigned on-calls and/or supervision duties in accordance with Article L17.03. During a Teacher's unassigned period, a Teacher shall follow school protocol prior to leaving the building.

L17.09 The Principal shall ensure that no Teacher is assigned more than 225 minutes (exclusive of travel time between periods and/or breaks) over a continuous interval.

L17.10 The length of the school year shall be the minimum under the Education Act.

L17.11 Any change to the start or end time of the instructional day at a school/site, the Board shall endeavour to provide to the Bargaining Unit and Teachers of the school/site by May 15th for the following school year. For Teachers that are impacted by any changes to the instructional day for family status reasons, said Teachers shall be entitled to submit a late Voluntary Transfer Declaration submitted to the Board no later than May 30th.

L17.12 The Superintendent responsible for secondary staffing will forward to the Bargaining Unit President or Designate as soon as possible, or by September 30th, a copy of each Teacher's workload assignment for the year, upon request.

Supporting Students

L17.13 Each school/worksite shall maintain-current information on students with Safe Intervention Plans and Behaviour Support Plans. The information will be provided to all Teachers prior to the beginning of their teaching assignment.

L17.14 IEPs are developed collaboratively and the subject Teacher will provide input.

Extra – Curricular Activities

L17.15 The Board recognizes the significant contributions Teachers make in their voluntary support for extra-curricular activities. It is understood that extra-curricular activities are voluntary.

Evaluating Other Staff

L17.16 No Teacher shall have an evaluative role on a selection interview for another employee group.

L17.17 No Teacher shall be assigned administrative duties normally performed by management.

Professional Development, Staff Meetings & Parent-Teacher Nights

L17.18 Regularly scheduled staff meetings shall be held no more than once per month on average. Regular staff meetings will begin no later than fifteen (15) minutes after the students' instructional day ends. Each meeting shall be no more than seventy-five (75) minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers. Regularly scheduled staff meetings may include, but not be limited to, administrative/organizational issues, professional development, training and other matters aligned with the school and Board goals. Teachers are expected to attend regularly scheduled staff meetings, however, when a Teacher is unable to attend a staff meeting, they will make every reasonable effort to inform their administration. Teachers may submit agenda items to the Principal for consideration.

L17.19 A Teacher shall not be required to complete assigned work related to the content of staff meetings. If an Administrator provides materials ahead of a meeting, it would be considered voluntary for Teachers to read such materials. Notwithstanding, if required, Teachers are to bring their most recent marks or student work to such meetings.

L17.20 Any discussion led, or presentations made, by Teachers at a staff meeting or on professional development days will be voluntary.

L17.21 If a staff meeting is scheduled on the same night as a Parent Teacher Night, all Teachers shall be entitled to a forty (40) minute uninterrupted dinner break.

L17.22 Parent-Teacher Nights shall be scheduled for a maximum of two (2) hours and shall not be scheduled to end later than 7:30 pm.

Exams, Report Cards and Credit Recovery

L17.23 For semester 1 exams, there will be a minimum turnaround period of forty-eight (48) hours between the end of an exam and the provision of completed marks. For semester 2 exams, there will be a minimum turnaround period of thirty-six (36) hours between the end of an exam and the provision of completed marks. For exams that are held prior to the formal start of the exam period, the provision of marks will not be required until thirty-six (36) hours after the formal exam period begins as set out in the HWDSB calendar.

L17.24 For a student in a Special Education program that is integrated into credit granting course(s), the credit granting Teacher shall only be required to use the standard report card for credit granting course(s).

L17.25 In addition to the two provincial reports, midterm and final, the Board may issue a progress report (generally in the 5th or 6th week of the semester) consisting only of learning skills and a non-grade progress indicator (i.e. progressing with difficulty, progressing well, or progressing very well), with the option to include school-generated attendance.

L17.26 Subject Teachers shall provide a credit recovery form for students who failed to earn a credit. The subject Teacher shall be required to provide the following information:

- i) The student's final mark for the course.
- ii) A level for each overall expectation in the course using the Recommended Course Placement Form and Credit Recovery Profile.
- iii) Reasons for Credit Recovery recommendations.

L17.27 Subject Teachers shall not be required to instruct or evaluate any student who is the responsibility of a Credit Recovery program. The Subject Teacher may use their professional judgment in terms of offering assistance to the Credit Recovery Teacher.

L17.28 All other consultation between the subject Teacher and the Credit Recovery Teacher is voluntary.

L18.00 – SYSTEM AND IN-SCHOOL STAFFING COMMITTEES

System Staffing Committee

L18.01 A Secondary Staffing Committee shall be established by March 1st and maintained from year to year to provide input to the Superintendent in charge of Secondary Staffing regarding the staffing requirements of the secondary system and to assist with determining the number of Teachers required for credit and/or credit equivalent and non-credit in accordance with the Education Act, applicable regulations and the Collective Agreement.

L18.02 The Committee shall be comprised of the following:

- (a) The President or designate of the Bargaining Unit.
- (b) The Chief Negotiator or designate of the Bargaining Unit.
- (c) Two Principals selected by the Superintendent in charge of Secondary Staffing.
- (d) The Superintendent responsible for Secondary Staffing.

L18.03 Prior to April 30th, the Superintendent responsible for Secondary Staffing, in consultation with the System Staffing Committee, shall:

- (i) review the enrollment projection data to estimate the total complement of secondary system teaching staff for the following school year. This estimated complement of secondary system teaching staff will ensure that there will be an aggregate average class size across the system of 23:1 in accordance with the Education Act.
- (ii) have calculated the number of Teachers required for credit and/or credit equivalent and non-credit courses/lines in accordance with the Education Act, applicable Regulations, and the Collective Agreement and allocate to each school its share.

L18.04 The Superintendent responsible for Secondary Staffing, in consultation with the System Staffing Committee, will make the necessary adjustments to the total complement of secondary system teaching staff in response to shifts in the projected enrollment.

L18.05 By April 15th, the Superintendent responsible for secondary staffing, in consultation with the System Staffing Committee, shall allocate the number of Teachers to the schools.

L18.06 The Superintendent responsible for Secondary Staffing, in consultation with the System Staffing Committee, shall review the application of surplus and redundancy and ensure that procedures are properly followed.

L18.07 By June 15 (Spring Staffing Process) and January 15 (Fall Staffing Process), the Superintendent responsible for Secondary Staffing of the Board, in consultation with the Bargaining Unit President or designate, shall endeavour to complete:

Fall and Spring Staffing Process:

- a minimum of two (2) rounds of postings as set out in article L23.00 Postings
- placement of all remaining Teachers, in accordance with their FTE, without confirmed assignments for the next school year based on qualifications and seniority while taking into consideration the Teacher's pre-stated preferences
- placement of Teachers on Recall List as per Article L19.00
- timetable expansions

The Bargaining Unit President or designate shall act in a consultative role only; the final decision shall rest with Board Officials.

In-School Staffing Committee

L18.08 The In-School Staffing Committee shall consist of the following:

- (a) the Principal and the Vice-Principal(s) of the school.
- (b) three (3) OSSTF representatives, to be selected by the Union.

NOTE: In addition to the meetings outlined in this article, either party may request a meeting. The Superintendent responsible for Secondary Staffing and the President of the Teachers/Occasional Teachers' Unit of District 21, or designate(s), shall attend the meetings as necessary.

L18.09 Following the Principals' meeting where a school's staff allocation is provided, the In-school Staffing Committee shall meet within five (5) working days to review staffing meeting outcomes that affect their school.

L18.10 This Committee shall meet for the purpose of identifying the positions required to satisfy the program needs of the school prior to the completion of L18.07. The Committee, in its deliberations, shall consider such factors as: the courses and number of sections to be offered, the number of Teachers required by course and Department, and the proposed assignment of Teachers to Departments on the basis of qualifications and seniority. Department Heads are exempt from being declared surplus to the needs of the school. The purpose of this Committee is to help provide information necessary for the placement of Teachers in L18.07. The Committee shall act in a consultative role only; the final decision shall rest with the Principal.

L18.11 In the event Teachers are declared surplus out of order of seniority, the In-School Staffing Committee shall be provided an opportunity to view the information as set out in Article L18.09 prior to Teachers being informed or affected. This information remains confidential to the members of the In-School Staffing Committee. If a hard copy is provided it shall be given back to the Board at the end of the meeting.

L18.12 Should any discrepancy or issue arise over the application of the Collective Agreement and surplus and redundancy during consultation with the In-School Staffing Committee, the issue shall be referred to the System Staffing Committee for resolution.

Staffing Placement Meeting

L18.13 Placement of Teachers without a permanent assignment shall only occur after the Positions of Added Responsibility as set out in Article L23.00 have been confirmed for the following semester.

L18.14 Teachers without a permanent assignment for the following semester will be placed at a staffing placement meeting that will include Board and Bargaining Unit representatives.

L18.15 At the placement meeting, the Board will provide the Bargaining Unit Representatives:

- i) a list of all Teachers to be placed in order of seniority and with their qualifications and courses for which they are willing to provide consent to teach.
- ii) a list of all available permanent assignments at each school/worksites with the specific course codes for each assignment known at the time of the placement meeting.
- iii) a list of all available Long Term Occasional (LTO) assignments available at each school/worksites with the specific course codes for each assignment known at the time of the placement meeting.

- L18.16 When considering Teacher placement, the order shall be as follows:
- i) availability of permanent lines at the Teacher's preferred worksite.
 - ii) availability of permanent lines at all worksites.
 - iii) availability of full-semester LTO lines at the Teacher's preferred worksite.
 - iv) availability of full-semester LTO lines at all worksites.
 - v) availability of other teaching assignments.

L18.17 Teachers will be placed into assignments based on qualifications and seniority.

L18.18 At the placement meeting each semester, when there are no assignments matching the qualifications for the Teacher, if possible, the Board shall rearrange assignments within a school to place Teachers into areas for which they are not qualified, and that are not restricted, to fill a full timetable for the semester.

L18.19 As per Regulation 298.19 (1) "Assignments or Appointment of Teachers" when assigning a Teacher outside of their area of qualification, mutual consent must be provided by both the Board and the Teacher.

L19.00 – SURPLUS AND REDUNDANT TEACHERS

Surplus Teachers

L19.01 a) A surplus Teacher is defined as a Teacher who is determined to be surplus to the staffing requirements of a particular school based on seniority, and, as a result, is available for placement to another school staff in the system. The System Staffing Committee shall be advised of any Teachers that have been determined surplus in a school as soon as possible. A Teacher may also be declared surplus in the event there are no subjects available in the school for which the Teacher is qualified to teach. Department Heads are exempt from being declared surplus to the needs of the school.

b) Notwithstanding L19.01 (a), a Teacher that would normally be declared surplus based on seniority may be retained by the school if declaring the Teacher surplus would result in the closure of a curricular program.

L19.02 Teachers who are declared surplus to their school will be notified of that fact no later than December 1st in semester one (1) and May 1st in semester two (2). They shall be placed, in order of seniority, in available positions for which they are qualified prior to placement of Teachers new to the Board.

L19.03 a) A surplus Teacher who cannot be transferred to a full timetable in one work site shall be assigned, wherever possible, to a full timetable, which is split between two work sites.

b) A Teacher who is surplus to a school and is assigned to teach in more than one school in the same semester shall have the right to replace the Teacher with the least seniority in the Teacher's area of qualification in any secondary school operated by the Board.

L19.04 A Teacher who is assigned a split timetable as a result of being declared surplus/redundant and who is assigned duties by the Board as a result at two (2) or more sites in the course of a single working day will be reimbursed mileage in accordance with Board policy and shall be allowed adequate time, exclusive of lunch, to travel between work sites. Such teachers shall not be assigned any supervision but may be assigned on-calls in accordance with their FTE status.

L19.05 Prior to January 15th in the first semester and June 15th in the second semester, a surplus Teacher shall be given the first opportunity to return to the school in which they were declared surplus should permanent teaching lines become available that the surplus Teacher is qualified to teach.

Redundant Teachers

- L19.06 A redundant Teacher is defined as a Teacher who is determined to be redundant to the staffing requirements of the system.
- L19.07 The Superintendent responsible for Secondary Staffing shall establish a list of Teachers “redundant to system requirements”. A redundancy list shall be created by removing the number of Teachers necessary to equal the total system reduction, from the bottom of the Seniority List. The Superintendent responsible for Secondary Staffing shall advise the Principal that these Teachers are not available for assignment in the next year.
- L19.08 The Teacher declared redundant shall be recognized as a competent Teacher and shall be given a letter of recommendation to this effect by the Board no later than April 30. Such Letter will indicate the reason why the Teacher is redundant and that the Teacher will be given the rights outlined below re: Recall List, Severance, Continuing Education and Occasional Teaching Opportunities.
- L19.09 On September 1 all redundant Teachers shall be identified as being on the Recall List. The Board will notify the Bargaining Unit of the names of those Teachers identified as being on the Recall List.
- L19.10 Any Teacher who has been terminated in accordance with the provisions of seniority, surplus and redundancy procedures of this agreement shall be eligible for recall for a period of five (5) years from the effective date of termination, and shall accrue seniority for that period of time the Teacher remains on the Recall List.
- L19.11 It is the responsibility of all Teachers on the Recall List to maintain current addresses and telephone numbers with the Human Resource Services Division of the Board and the Bargaining Unit.

Redundant Teachers/Teachers on Recall List Placement

- L19.12 Prior to any staffing placement meeting, Teachers on the recall list shall complete a Teacher placement form which includes their qualifications, as well as areas that they are willing to teach by consent, for the following semester.
- L19.13 Any Teacher on the Recall List that is placed into any vacant permanent or long-term occasional teaching position shall be considered a permanent teacher for the purposes of grid pay.
- L19.14 Before hiring from outside the Hamilton-Wentworth system, affecting transfers from another panel, or posting occasional teaching positions to the system, the Board shall offer vacant occasional teaching positions in its schools to qualified Teachers on the Recall List on the basis of qualifications and seniority and then top up redundant Teachers that hold less than less than full-time entitlements.
- L19.15 During the placement meeting, when a redundant Teacher is partially qualified for more than one (1) assignment at a school/worksite, the Board may break up assignments to create a timetable for the Teacher, provided the classes are not in the same period, before moving on to the next redundant Teacher in seniority.
- L19.16 The Board will endeavour to top up Part-Time Teachers and Teachers on the recall list with daily occasional work. Vacancies that are declared after the end of the instructional day prior to the date of absence, may be filled through the automated absence and replacement reporting system.

Severance Pay

- L19.17 (a) Severance Pay entitlement shall apply to Teachers who have successfully completed the probationary period. The amount of severance allowance shall be 10% of annual salary

based on the annual salary the Teacher was earning on the date the Teacher's contract was terminated.

- (b) A Teacher on an unpaid leave of absence who is declared redundant and who elects to receive the severance allowance shall receive a severance allowance based on the annual salary the Teacher was earning immediately prior to the commencement of the leave.
- (c) A Teacher must notify the Board in writing within eight (8) weeks following the date of termination of contract of the Teacher's desire to receive a severance allowance in lieu of recall. If such notice is not received within eight (8) weeks, the Board shall have no obligation to pay the severance allowance.
- (d) The Board shall have no further obligation under this Agreement to a Teacher who receives a severance allowance. It is understood that the term "termination of contract" begins on September 1st in the year of being declared redundant.

L19.18 If a Teacher declines an offer of employment under the provisions of this Agreement, the Board shall have no further obligation to that Teacher under this Agreement. A Teacher who declines supply or occasional teaching assignments or credit courses outside the regular day school program shall not prejudice the Teacher's recall rights under this Agreement.

Recall From Redundancy

L19.19 Before any permanent hiring from outside the Hamilton-Wentworth system or effecting transfers from another panel, the Board shall offer vacant permanent teaching positions in its schools to Teachers on the Recall List on the basis of seniority and then to Bargaining Unit Members with less than full-time assignments.

L19.20 The Teacher shall not have access to any unused sick days for top up purposes until they are recalled from redundancy. Once recalled to a permanent position, a Teacher shall have access to any unused sick days from their last year worked as a Teacher for HWDSB for the purpose of topping up salary as per Central Agreement – Short Term Leave and Disability Plan Top Up.

L19.21 When a position becomes available, the Board shall contact the most senior redundant Teacher being recalled by email to offer the position. In the event that the Teacher does not confirm receipt of email and acceptance of the position, the Board will telephone and offer the position by registered mail.

L19.22 A Teacher who accepts a position in accordance with this Article shall be reinstated with full rights (advancement on the grid, subject to L11.06), unless specifically modified by this Agreement.

L20.00 – SENIORITY LIST

L20.01 For all teachers who were employed by the former Hamilton or Wentworth Boards of Education additional seniority from January 1, 1998 on, and for all teachers hired on or after January 1, 1998, seniority shall be determined by:

- (a) continuous secondary day school service with The Hamilton-Wentworth District School Board, including long term occasional experience with The Hamilton-Wentworth District School Board accrued on and after January 1, 1998.
 - (i) Effective September 1, 2003 all approved leaves of absence, including layoff with recall rights, shall not be considered an interruption of continuous service for seniority purposes only;
 - (ii) Seniority shall accrue on a full-time basis regardless of the length of the teaching assignment;

- (iii) Notwithstanding article L20.01 (a) (i) (ii), upon ratification of this Collective Agreement the parties agree that seniority shall include all service in Long Term Occasional assignments and not just continuous Long-Term Occasional service. These Long-Term Occasional assignments will be added and accrue for the purposes of an earlier start date for seniority purposes. Any Long-Term Occasional service performed prior to September 1, 2019 will not be considered;

and

where seniority as calculated by service with the employer within the secondary panel is equal, the criteria as listed below shall be used to determine which Teacher has the greatest seniority;

- (b) with the greatest amount of other teaching experience in either panel in the former Wentworth County Board of Education or the former Hamilton Board of Education or The Hamilton-Wentworth District School Board shall be considered to have the greatest seniority;

and where seniority as calculated in (a) and (b) is equal the Teacher

- (c) with the greatest other secondary teaching experience with school boards in Ontario shall be considered to have the greatest seniority;

and where seniority as calculated in (a), (b), (c) is equal, the Teacher

- (d) with the greatest elementary teaching experience with school boards in Ontario shall be considered to have the greatest seniority;

and where seniority as calculated in (a), (b), (c), and (d) is equal, the Teacher

- (e) with the greatest out of province teaching experience shall be considered to have the greatest seniority;

and where seniority as calculated in (a), (b), (c), (d) and (e) is equal, the Teacher

- (f) with the earliest documented acceptance of a teaching position with the former Wentworth or Hamilton Boards of Education or The Hamilton-Wentworth District School Board, shall be considered to have the greatest seniority;

Should there be Teachers with equal seniority after the criteria above is applied, final position on the seniority list shall be determined by lottery.

L20.02 By March 1st of each school year, the Board shall provide one up-to-date electronic copy of the seniority list to the Bargaining Unit President and one copy to each school and worksite for distribution in which there are Bargaining Unit members on staff. The Board will assign a seniority number to any Teachers hired between March 1st and October 1st, and will provide these new seniority numbers to the Bargaining Unit President no later than November 1st.

L21.00 – TRANSFERS

L21.01 Voluntary Transfer Declarations

Teachers are required to submit, in writing, to the Superintendent responsible for secondary staffing, a voluntary transfer declaration no later than April 15th for the following school year and November 15th for semester two (2) of the current school year. Declaration forms shall be made available to all Teachers by March 1st and October 1st.

L21.02 A Teacher who has submitted a voluntary transfer declaration shall be considered to have relinquished their entitlement to a teaching assignment at their current work location.

L21.03 Teachers holding a Position of Added Responsibility who submit a voluntary transfer declaration shall be considered to have relinquished an entitlement to a Position of Added Responsibility, as well as an entitlement of their current teaching assignment at their current work location.

L21.04 A Teacher whose request for transfer cannot be effected shall be informed as soon as possible. A Teacher may request and receive an explanation as to why this transfer request was not acted upon.

L21.05 Reciprocal Transfers

A reciprocal transfer involving a member(s) of the Bargaining Unit and a member(s) of another Bargaining Unit may occur under the following conditions:

- (a) The member of the Bargaining Unit agrees in writing to participate in a reciprocal transfer;
- (b) The transfer shall be for a period not to exceed two (2) years;
- (c) A member of the Bargaining Unit on reciprocal transfer shall be subject to all the provisions of the Collective Agreement governing the Bargaining Unit of which the Teacher is a member, except the Teacher shall be subject to the working conditions of the panel to which assigned.

L21.06 Job Exchange

- (a) The Board shall provide the opportunity to permanent Teachers to participate in a “job exchange” program in accordance with the terms and conditions of this Article.
- (b) Two permanent Teachers within the panel may be temporarily exchanged, for a period up to one school year, subject to the agreement of the Superintendent responsible for Secondary Staffing. Teachers interested in participating in Job Exchange shall submit an application by April 1st for the following school year to the Human Resource Services Division. At the end of the exchange the Teachers will return to their previous positions, subject to L19.00 (Surplus and Redundancy). Late applications may be considered at the discretion of the Superintendent responsible for Secondary Staffing.
- (c) Teachers participating in Job Exchange shall be paid the salary for the exchange assignment. If the exchange assignment is less than full-time, the salary and benefits shall be prorated in the same proportion that the part-time assignment is to a full-time assignment.

L22.00 – SCHOOL CLOSURE

L22.01 No Teacher shall, by reason of school or program closure, be deprived of the Teacher’s rights to placement in a position elsewhere in the system according to Seniority (L20.00) and Surplus and Redundancy (L19.00).

L22.02 Teachers shall be placed according to seniority and qualifications before any other staffing determinations are made. It is understood that Teachers in positions of added responsibility are included in this article.

L22.03 A Teacher holding a Position of Added Responsibility in a school or program which has been closed shall be transferred to a comparable vacant position elsewhere, if available, in the system.

L22.04 Where there is no comparable vacant position as indicated in the above clause, a Teacher holding a Position of Added Responsibility in a school which has been closed shall be transferred to replace the Teacher with the least amount of time in the Position of Added Responsibility in the same subject discipline with the appropriate qualifications elsewhere in the system. In the event of a tie in terms of length of service in a Position of Added Responsibility, the tie will be broken in accordance with L20.01.

L22.05 A Teacher in a Position of Added Responsibility who is displaced by the procedure in L22.04 shall be given the first opportunity of returning to a Position of Added Responsibility equal to that which the Teacher formerly held for up to two (2) years, according to seniority in the position. Upon return, prior service in an acting capacity shall be counted in determining the date the appointment becomes confirmed under the Collective Agreement.

L22.06 The Board shall provide a list to the Bargaining Unit of all Teachers, in order of seniority from schools due to close, by March 1st for a school closing by the end of the school year and by October 1st for a school closing at the end of Semester 1.

Note: For the purpose of this article and Surplus and Redundancy (L19.00) the Alternative Education Program(s) including Supervised Alternative Learning (SAL) shall be considered a school and Section 23 including Gateway (or other suspension/expulsion programs) shall be considered a school.

L23.00- POSTINGS

PART A – TEACHING POSITIONS

L23.01 a) The time frame for the spring posting process shall be April 1st to June 15th. The time frame for the Fall posting process is November 1st to January 15th.

b) A Teacher's annual entitlement cannot be increased through the posting process.

L23.02 a) In the Fall and Spring posting process:

i) There shall be a minimum of two rounds of postings. The actual dates will be confirmed on the staffing timelines developed by the Superintendent responsible for Secondary Staffing;

ii) In each round of Postings there will be a posting for available lines;

iii) Postings shall be posted electronically for three (3) school days followed by up to three (3) days to interview.

b) Round 1 – All Teachers, will be invited to apply for the identified vacancies. Such vacancies will be filled in the following order:

i) Qualified Teachers who have submitted a Voluntary Transfer Declaration will be given an interview. If there are one or more qualified applicants, the position shall be granted to a qualified applicant;

ii) Where no Teacher that submitted a Voluntary Transfer Declaration applies for a specific vacancy, qualified Teachers who are declared surplus will be considered for remaining vacancies. If there are one or more qualified applicants, the position shall be granted to a qualified applicant;

iii) Where a Voluntary Transfer or surplus Teacher(s) has not applied for a specific vacancy, qualified Teachers will be considered for remaining vacancies. If there are one or more qualified applicants, the position shall be granted to a qualified applicant.

c) Additional Rounds - Open to all teachers. The position shall be granted to a qualified applicant.

L23.03 In the event of a dispute, upon request by the Bargaining Unit President or designate, the Board shall provide the names of all internal applicants to the job posting, along with the members who were shortlisted for an interview and who the successful candidate was for the position.

L23.04 At the conclusion of the Spring/Fall posting process, Teachers who still require placement shall be placed in order of seniority and qualifications by the Board. Prior to placing these Teachers, the Board shall request preferences, including work site and courses for which they will provide consent, for placement from each Teacher. The process for placement is set out in Article L18.00

- L23.05 Should school based permanent lines become available at other times during the school year as a result of a retirement, resignation, promotion or termination, the following process shall occur:
- i) Postings shall only occur when there are no Teachers on the recall list or permanent Teachers requiring expansion;
 - ii) In the event that there is no redundancy or Teachers requiring expansion, the posting shall only be open to Occasional Teachers;
 - iii) Said posting shall occur within two (2) weeks of the vacancy;
 - iv) The successful applicant will be placed into the posted permanent lines for the remainder of the semester as a temporary assignment;
 - v) The assignment for the above successful applicant shall be determined during the next staffing process;
 - vi) Should permanent lines become available outside the school year, the lines shall be posted no later than two (2) two weeks after the resumption of the school year.

PART B – POSITIONS OF ADDED RESPONSIBILITY

L23.06 The following process shall be used for Positions of Added Responsibility.

- a) The position shall be posted for three (3) days.
- b) The position shall be open to all teachers holding the required teaching qualifications.
- c) Notwithstanding anything in this article, Positions of Added Responsibility for which the vacancy is not filled six (6) days prior to the placement meeting will be filled administratively for the following semester. Positions of Added Responsibility for which the vacancy is not confirmed until after June 15th may be filled administratively until the end of the following semester. Subsequently, these positions shall be posted for three (3) days with the position to take effect at the beginning of the next semester.

L23.07 For the purpose of this Article “Acting Position of Added Responsibility” means a temporary placement for a Teacher in a Position of Added Responsibility.

- a) All acting Positions of Added Responsibility shall be posted in all schools and work sites for three (3) school days.
- b) When known, the term of the Acting Position shall be indicated on the posting.
- c) If the acting position is required to be extended to the end of the school year, the Teacher in the Acting Position shall be entitled to continue in that position. The Teacher in the Acting Position shall have the right to refuse the appointment.
- d) Notwithstanding anything in this article, the Board may fill a position temporarily in the most convenient manner where the temporary vacancy is not filled six (6) days prior to the placement meeting. This appointment shall not extend beyond the end of the semester. Any allowances payable shall be effective from the date of the temporary appointment. A Teacher shall have the right to refuse the appointment.
- e) Upon completion of the Acting Position the Teacher will return to their former school or worksite.
- f) Should a Teacher holding a Position of Added Responsibility apply and be successful to an Acting Position of Added Responsibility, it is understood that they are relinquishing their entitlement to their existing Position of Added Responsibility.
- g) Notwithstanding Article L23.05 (f), should the Acting Position of Added Responsibility be a superior position, the Teacher shall be entitled to return to their previous Position of Added Responsibility for three (3) years.
- h) When Teachers move from one (1) superior position to another, they shall not renew their three (3) year entitlement to return to their previous Position of Added Responsibility. The maximum number of years that a Teacher can hold an entitlement to a previous Position of Added Responsibility is three (3) years.

K-12 POSITIONS

L23.08 Should a K-12 system position be created or become vacant during the semester, a posting for the position, open to permanent Teachers, shall occur. The Board will post the vacancy

within ten (10) working days of the agreed to job description and working conditions. Should permanent lines become available to the Bargaining Unit as a result of this process, Article 23.05 shall be followed.

L23.09 Notwithstanding L23.08, in the event that the K-12 posting falls within 20 working days of the Position of Added Responsibility posting process beginning, the Board shall be entitled to include any K-12 postings in the Positions of Added Responsibility postings.

L 24.00 - TERM APPOINTMENTS

L24.01 a) A Teacher appointed to a Consultant or Special Assignment Teacher may be appointed on a term basis. A Teacher holding a Position of Added Responsibility, selected to a term appointment, shall retain their Position of Added Responsibility for a period of up to three (3) years. An Acting Position shall be posted in accordance with L23.04.

b) New and/or vacant Consultant and Special Assignment Teachers shall be posted for three (3) days.

c) In the event that a Teacher is appointed to a different Consultant or Special Assignment position, it is understood that the Teacher shall not be entitled to retain their original Position of Added Responsibility beyond the three (3) year period.

L24.02 A Teacher whose term appointment is expiring for the upcoming school year shall be informed by the Board by April 15th, and will be advised of the Teacher's new assignment for the next school year by June 15th. A Teacher who elects not to continue with the term appointment for the upcoming school year shall notify the Human Resource Staffing Officer in writing by April 15th and will be advised of the Teacher's new assignment for the next school year by June 15th. Requests received after April 15th will be considered by the Board.

L24.03 Upon completion of a term appointment, the Superintendent responsible for Secondary Staffing shall return the Teacher to the Teacher's former position, or its equivalent, provided three (3) years has not passed. In the event that three (3) years has passed, the Teacher has the right to apply for postings or to be placed at the system staffing placement meeting, subject to redundancy language.

L24.04 The Board may, through appointment, fill a position temporarily in the most convenient manner where the vacancy in a Position of Added Responsibility is to last for a period of less than one complete semester. Any allowances payable shall be effective from the date of temporary appointment.

L24.05 Positions of Added Responsibility shall be term appointments of six (6) years. An incumbent may re-apply for a Position of Added Responsibility at the end of a six-year term. Any leave taken during the term of the position will be considered as part of the term of the position.

L25.00 – TEACHER IN CHARGE

L25.01 a) A Teacher-In-Charge may be assigned for a minimum of one-half school day by the Principal in a secondary school where the Principal and Vice-Principal(s) are absent from the school. A Teacher shall have the right to refuse such assignment, except in an emergency situation.

b) The payment for time spent as Teacher-In-Charge shall be:

	Full Day	Half Day
<u>2019-2020</u>	\$36.03	\$18.02
<u>2020-2021</u>	\$36.39	\$18.20

2021-2022

\$36.75

\$18.38

This payment shall not be costed against the secondary school Teachers' funding.

- c) While the Teacher is performing the duties of a Teacher-In-Charge, an Occasional Teacher will be hired to perform the normal classroom responsibilities of that Teacher. In the event that the Teacher-in-Charge works in a non-credit granting role, an Occasional Teacher shall be called in and may be allocated elsewhere. The cost of the Occasional Teacher shall not be charged against the secondary school Teachers' funding. Where all administrators are absent from the building, the Board shall assign a minimum of two (2) Teacher-in-Charge. Only one (1) Teacher-in-Charge shall be replaced with an Occasional Teacher.
- (d) A Teacher acting as Teacher-In-Charge shall not be required to discipline or evaluate other Teachers.
- (e) No Teacher shall assume the role of Teacher-in-Charge without receiving Occupational Health and Safety training prior to the first assignment as Teacher-in-Charge. Said training shall occur during paid work time.
- (f) Notwithstanding the above, in an emergency situation, a Teacher can assume the role of Teacher-in-Charge prior to receiving the training.
- (g) No Teacher shall participate in Health & Safety inspections while acting Teacher-in-Charge in a management role.

L26.00 - NEW POSITIONS AND EXPANSION

L26.01 If the Board creates a new position to be filled by a member of OSSTF, either by reclassification or the use of terminology or nomenclature not presently in the Agreement, the Board and the Bargaining Unit shall meet forthwith to negotiate the salary, allowance and other terms of employment.

L26.02 Part-time Teachers shall be entitled to increase entitlement status up to full-time prior to Teachers being newly-hired by the Board in the secondary panel. Requests for timetable expansions shall be made to the Superintendent of Staffing by November 1 for the second semester and by April 1 for the next school year. If more than one (1) employee is qualified for the assignment, the more senior employee shall be assigned to the position. The Human Resource Staffing Officer will provide the Bargaining Unit President or designate with a list of names who have requested expansion one (1) week prior to the deadline. Should the Board fail to do so, late requests for expansion will be accepted.

L26.03 Expansion will be done solely based on seniority. Each Teacher shall be expanded up to their Full Time Equivalent entitlement prior to moving to the next Teacher on the seniority list that has requested expansion. Should the Teacher already be fully assigned in the semester for which staffing is taking place, their lines will be filled by a Long Term Occasional Teacher with the understanding that the expanded Teacher will be placed with their Full-Time Entitlement at the next staffing meeting to place Teachers without an assignment.

L26.04 Prior to the next staffing meeting where the expanded Teacher(s) is to be placed, should redundancy occur, the Teacher will be entitled to be recalled to their full entitlement which was previously granted at the staffing meeting within their rights as set out in L19.00 (Surplus and Redundant Teachers).

L27.00 – TEACHER PERFORMANCE APPRAISAL

L27.01 It is understood that Teacher Performance Appraisals will be carried out as per legislation and the *Teacher Performance Appraisal - Technical Requirements Manual 2010*, as amended from time to

time. Where a discrepancy exists between this Article and the Technical Manual or legislation, the manual or legislation shall prevail. The Board and the Federation agree that the Teacher Performance Appraisal is intended to be a supportive process. It is further understood that the TPA system is designed to support and promote Teacher growth and development.

L27.02 Any criteria established by the Board for evaluation of Teachers, or modifications to existing procedures, shall be developed in consultation with the Bargaining Unit and shall be in accordance with the Education Act and relevant legislation.

L27.03 There shall be no difference in the salary of Teachers based on performance appraisal ratings.

L27.04 i) The performance appraisal shall be based on the Teacher's areas of qualifications.

ii) Notwithstanding L27.03 i), if a Teacher's current assignment consists of areas for which they are qualified in addition to areas they have elected to teach by consent, the appraisal shall be based on their area of qualification, unless the Teacher indicates otherwise.

iii) Notwithstanding L27.03 i) and ii), the parties agree that should a Teacher's evaluation year fall at a time when a Teacher is teaching entirely outside of their areas of qualification, the evaluation will take place in accordance with the Teacher Performance Appraisal process in second semester, unless this is impossible.

L27.05 The parties agree that the responsibility under the Ontario Human Rights Code to accommodate a Teacher returning from leave because of sickness or disability may extend the timelines for evaluation.

L27.06 The Board shall provide a Teacher forty-eight (48) hours (excluding weekends and holidays) of notice before a classroom observation occurs during the TPA process unless otherwise requested by the Teacher.

L27.07 The Annual Learning Plan (ALP) is teacher-authored and directed and is developed in a consultative and collaborative manner with the Principal. Principals will not direct the content a Teacher's Annual Learning Plan.

L27.08 A Teacher shall be evaluated only with respect to the areas of competency set out in the schedules attached to Regulation 99/02 of the Education Act and any other competencies as may be provided for by the Board under sub section 277.32 (1) of the Act.

L27.09 Performance Appraisal shall not include consideration of a Teacher's involvement in extra-curricular programs or other voluntary activities unless mutually agreed to between the Principal and the Teacher.

L27.10 Where a concern is raised, whenever possible, no Teacher shall be evaluated by an administrator who was a former Teacher colleague.

L27.11 i) The number of performance appraisals of a Teacher shall be the minimum required by Regulation 99/02 of the Education Act except at the request of the Teacher.

ii) Notwithstanding L27.08 i), a Principal of a school may conduct performance appraisals of a Teacher assigned to that school that are additional to those required by Section 4 of Regulation 99/02 of the Education Act, if the Principal considers it advisable to do so in light of circumstances relating to the Teacher's performance. Such information and circumstances shall be provided in writing.

iii) Should a Principal make the decision to conduct a performance appraisal outside of the regular Teacher Performance Appraisal cycle, the Board shall notify the Bargaining Unit President prior to the commencement of the process.

- L27.12 The Teacher shall receive an electronic copy of the summative report within 20 school days of the classroom observation. Notwithstanding the twenty (20) days, whenever possible, a Teacher shall be provided with a summative report prior to leaving the school as a result of being declared surplus, redundant, transfer, or the school year ending.
- L27.13 If a Teacher Performance Appraisal is started in a semester where the Teacher has been declared surplus to the needs of the school, it shall be completed prior to the Teacher leaving the school.
- L27.14 When a Teacher receives a performance appraisal which was rated unsatisfactory, the Bargaining Unit President shall be notified and, with Teacher consent, be provided a copy of the report by the Board within five (5) working days following delivery of an unsatisfactory report.
- L27.15 A Teacher who is the subject of a performance appraisal shall have the right to have a union representative present during all pre-observations, post-observations, summative report, and improvement/enrichment plan meetings with the Principal or other Board representative concerning the appraisal. Up to three (3) work days shall be allowed for the Teacher to secure OSSTF representation and, during this time, no further discussion of the matter will occur.
- L27.16 Following an unsatisfactory performance appraisal rating, including where the Teacher is placed on review status, an evaluator shall provide the maximum allotted time as set out in the TPA Technical Manual, when requested by the Teacher.
- L27.17 Within 15 school days of the Teacher receiving an unsatisfactory rating, the Principal must provide the Teacher with an Improvement Plan that provides a written explanation of the reasons for the unsatisfactory rating as identified in the summative report and specific steps and actions needed for the Teacher to achieve a satisfactory rating. The Teacher is responsible for undertaking the steps set out in the Improvement Plan.
- L27.18 Any timeline that is not specifically mandated by the TPA Technical Requirements manual shall be reasonably applied.
- L27.19 If a Teacher receives a second unsatisfactory rating, the Teacher shall, upon request, have the right to an evaluation by another evaluator who shall be determined by the Board. Such evaluation is subject to all of the applicable procedures.
- L27.20 Notwithstanding time limits for filing a grievance in the provisions of this Collective Agreement, OSSTF has the right to grieve any aspect of the performance appraisal procedure or the performance appraisal report of a Teacher up to the last day of the school year in which the performance appraisal occurred. In the event that the performance appraisal is provided on the last day of the school year, OSSTF reserves the right to file within ten (10) working days.
- L27.21 When a Teacher has not achieved a satisfactory performance in accordance with the procedures as set out in the *Teacher Performance Appraisal - Technical Requirements*, a Superintendent may recommend termination of contract to the Board. Notice of termination shall be by registered letter, with a copy being sent to the Bargaining Unit.
- L27.22 Teachers in charge of organizational units shall not perform any aspect of a performance appraisal.
- L27.23 It is understood by the parties that a Teacher Performance Appraisal shall not be used to evaluate the roles and responsibilities of Positions of Added Responsibility.

L 28.00 – TEACHER FILES/DISCIPLINE

Teacher Files

- L28.01 Upon written request of the Teacher, any letter of expectation, written warning, or other disciplinary action shall be removed from the Teacher's Human Resources file after eighteen (18) months provided the personnel record has been free of any written warning or other disciplinary action

during the intervening period. Such request shall be submitted in writing to the Manager of Labour Employee Relations. Confirmation shall be sent by the Superintendent of Human Resource Services or designate to the Teacher within ten (10) working days of the date of the request.

L28.02 Notwithstanding L28.01, disciplinary material received by a Teacher with respect to serious physical or psychological harm to students or other employees of the Board shall remain on the Teacher's file.

L28.03 Notwithstanding the aforementioned, a Teacher may apply to the Superintendent of Human Resource Services Division in writing to request the removal of such record(s) after eighteen (18) months have elapsed.

L28.04 A Teacher shall have access to examine the Teacher's Human Resources and evaluation files upon prior arrangement with the Human Resource Services Division.

L28.05 Upon request a Teacher shall receive a copy of any material contained in such files.

L28.06 The Teacher shall have the right to contest in writing the accuracy of such information and have the same recorded in the Teacher's file.

L28.07 The Board, whenever possible, shall provide a private meeting space for the Federation to counsel members prior to and after disciplinary or investigative meetings at the Board office.

Just Cause

L28.08 The Board shall not discipline, without just cause, a Teacher by means of:

- (a) a written reprimand,
- (b) demotion from a Position of Added Responsibility,
- (c) suspension with or without pay,
- (d) termination of contract.

NOTE: It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of a probationary Teacher.

L28.09 The purpose of progressive discipline is to correct behaviour and not to be solely punitive. Progressive Discipline is a multi-step process. Mitigating factors including, but not limited to, years of service, prior work history, medical history, compassionate grounds, and/or rehabilitative potential will be considered in administering progressive discipline.

L28.10 Discipline will be issued in accordance with the Board's Progressive Discipline Policy/Procedure. Prior to discipline being issued, the Bargaining Unit will be advised of any changes made to the Policy/Procedure and be given an opportunity to provide input to such changes.

L28.11 Notwithstanding the Progressive Discipline Policy and Procedure, the Board shall consider the issuing of a non-disciplinary Letter of Expectation as an initial redress of the Board's concerns.

L28.12 It is understood that formal disciplinary action under L28.08 (b) (c) (d) shall be taken by the Board through an appropriate Supervisory Officer of the Board.

L28.13 A Teacher shall be accompanied by a representative of the Bargaining Unit at any meeting, which may lead to discipline, that may be called by Management to which the Teacher is invited. The representative of the Bargaining Unit may represent the Teacher, subject to the Teacher's approval.

L28.14 Each Teacher shall be provided in writing with all derogatory notations or disciplinary action, which is placed in the Teacher's file. Any comments or rebuttal the Teacher wishes to make pursuant to any derogatory or disciplinary action shall be inserted in the file.

L29.00 – LABOUR RELATIONS COMMITTEE

- L29.01 There shall be a Labour Relations Committee consisting of up to four (4) members appointed by the Board and up to four (4) members appointed by the Bargaining Unit.
- L29.02 The Labour Relations Committee shall meet monthly to discuss matters of common concern. Notwithstanding, should either party request additional meetings, said meetings will occur and be scheduled at the earliest available time mutually agreed upon by both parties.
- L29.03 Meetings of the Labour Relations Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit members of the committee.
- L29.04 The Board and the Bargaining Unit encourage regular relations meetings between in-school administration and Federation branch representatives, with a view to resolving school-based issues informally as they arise. Release time will be provided for such relations meetings as determined necessary by the parties. Any unresolved school-based issues may be referred to the Labour Relations Committee.
- L29.05 Meetings of the Labour Relations Committee shall take place during the normal working hours and shall be considered time worked for the Bargaining Unit Members of the committee.

L30.00 - GRIEVANCE PROCEDURE

L30.01 Definitions

- (a) “Grievance” shall mean a difference arising from the interpretation, application, administration or alleged violation of the agreement.
- (b) “Party” shall be defined as -
(i) The Bargaining Unit
(ii) The Board
- (c) “Day” shall be deemed to exclude Saturdays, Sundays, Statutory Holidays, Christmas Break, the Mid-Winter Break, and Summer Holidays.
- (d) Notwithstanding the above, a Grievor may elect to commence or proceed with a grievance during the summer holiday by giving written notice to the respondent party to that effect, prior to June 30. Such grievance meeting will be limited to either during the first two (2) weeks of July or the last two (2) weeks of August, unless otherwise agreed to by both parties.
- (e) “Grievor” shall mean -
(i) an individual employee, or
(ii) a group of employees having the same grievance, or
(iii) the Bargaining Unit acting on its own behalf, or
(iv) the Bargaining Unit acting on behalf of a deceased or retired member, or
(v) the Board acting on its behalf.

L30.02 Grievance Procedure

The Board and the Bargaining Unit agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the means under this collective agreement to be utilized by the Grievor, the Bargaining Unit and the Board for the prompt disposition, decision, and final settlement of a grievance, and the specifically designated procedure shall be followed. Wherever the term grievance procedure is used, it shall be considered as including the arbitration procedure.

L30.03 A Member shall have present a representative from OSSTF to assist the Member at any stage of this grievance and arbitration procedure.

L30.04 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory; therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance.

L30.05 Notwithstanding L 30.04 above, time restrictions may be extended if mutually agreed to in writing.

L30.06 Unresolved school-based issues may be referred to the Labour Management Committee as per Article 29.

L30.07 Formal Stage - Step One (1)

Within ten (10) days of the issue or incident becoming known, the Grievor may initiate a written grievance with the Superintendent of Human Resource Services Division or designate. A meeting, which may take place via teleconference, will be held between the, Manager of Labour Relations, or designate and another representative as required, two (2) representatives of the Bargaining Unit, and the Grievor at the discretion of the Bargaining Unit, within ten (10) days of the submission of the grievance. The Manager of Labour Relations shall give the Grievor a reply in writing within five (5) days. If the reply is not satisfactory to the Grievor, the Grievor may proceed to Step 2 within five (5) days of receipt of such answer.

L30.08 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 remedy sought, and;
- (d) the signature of the duly authorized official of the Bargaining Unit.

L30.09 Step Two (2)

At this step the written grievance shall be referred to the Superintendent of Human Resource Services Division or designate within the aforesaid five (5) days of receipt of the written decision at Step One, but not thereafter. A meeting shall be held within five (5) days between the Superintendent or designate and the representatives of the Bargaining Unit and the Grievor at the discretion of the Bargaining Unit. The Superintendent or designate shall respond to the grievance within five (5) days of such meeting. If the written reply is not satisfactory to the representative for the Grievor, then the next step of the grievance procedure must be taken within twenty (20) days of the receipt of the written decision, but not thereafter.

L30.10 Step Three (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.

L30.11 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 the resolution is to be reached.

L30.12 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.

L30.13 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single Arbitrator. The party desiring arbitration shall indicate the name of a sole Arbitrator. The recipient of the notice shall, within ten (10) days, inform the other party in writing that it accepts the other party's appointee as a single Arbitrator or provide three (3) alternate names. Should the Parties fail to agree upon an Arbitrator within twenty (20) days of receipt of the three alternate names, the appointment shall be made by the Labour Relations Board upon the request of either party.

L30.14 The single Arbitrator shall not be authorized to add, delete, modify or otherwise amend the provisions of this Agreement, nor make any decision inconsistent with the provisions of this Agreement, nor adjudicate any matter not specifically assigned to it by the notice to arbitration in Step No. 3 of L30.10. It is understood and agreed that in adjudicating a discharge or discipline grievance, the arbitrator may substitute such other penalty for the discharge or discipline as the arbitrator deems just and reasonable.

L30.15 The fees for a single Arbitrator, shall be shared equally by the parties.

L30.16 (a) A Teacher whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Teacher had been at work and such attendance shall be without loss of benefits, sick leave, seniority or any other rights and benefits that might otherwise accrue to the Teacher. The Teacher shall not be paid for any day that does not fall within the Teacher's regular work period.

(b) A Teacher who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.

L30.17 There shall be no discrimination against a Teacher because of the Teacher's participation in the grievance and arbitration procedure.

L30.18 All grievances inclusive of individual grievances, Bargaining Unit policy or group grievances, or Board grievances shall follow the same internal resolution process as outlined above.

L31.00 - PROBATIONARY PERIOD

L31.01 A newly hired Teacher shall serve a probationary period of one (1) year with an extension of the period for absences exceeding twenty (20) teaching days in that year. It is understood that the extension is equal to the number of teaching days absent.

L32.00 - OCCUPATIONAL HEALTH AND SAFETY

Protecting Workers

L32.01 In accordance with the Occupational Health and Safety Act the Board agrees to carry out its duties and responsibilities to provide a safe and healthful workplace. The Board shall recognize its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable. In accordance with the Occupational Health and Safety Act, the Board agrees to carry out its duties and responsibilities to provide a safe and healthy workplace.

L32.02 The Board shall supply Teachers (at no cost to the Teachers) all personal protective equipment, clothing or devices required by law or by the Board.

- L32.03 The Board agrees to ensure all Teachers, including Occasional Teachers, are provided with training in Health and Safety and that such training will be provided during the paid work day/professional development day.
- L32.04 An Occasional Teacher will be called in for a Teacher to perform the monthly health and safety inspection, to a maximum of 2/3 assignment. Should the assignment not be accepted by an Occasional Teacher, the monthly health and safety inspection will continue.
- L32.05 The Board agrees that where a hazardous substance is in use for any purpose at the workplace and an equivalent substance that is less hazardous is available to be used for, that purpose, the equivalent substance shall be substituted for the hazardous substance, where it is practical to do so.
- L32.06 The Board agrees to ensure that adequate general ventilation systems are installed and maintained where required. The Board shall ensure that adequate local exhaust ventilation systems are installed and maintained where required.
- L32.07 The Board will provide information and instruction on ergonomics to Teachers.
- L32.08 The Board shall endeavour to notify the Bargaining Unit President or designate of emergencies related to any other serious event that jeopardizes the safety of teachers, once the situation has been resolved.

Refusing Unsafe Work

- L32.09 Teachers shall be provided adequate information and instruction on their right to refuse unsafe work. An employee shall have the right to refuse unsafe work without the fear of discipline or discrimination. The Board shall assist the employee exercising their right to refuse by providing an appropriate location where the employee feels safe.

Central Joint Health and Safety Committee

- L32.10 The Board and the Bargaining Unit agree that the Guidelines for the Structure and Function of the Central Joint Health and Safety Committee shall be attached to the Collective Agreement for information. Such Guidelines are subject to mutual agreement between the parties to this Agreement.
- L32.11 The Multi-Workplace Joint Health and Safety Committee shall meet monthly during the school year to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices.
- L32.12 Any Teacher covered by this collective agreement who represents workers on the Multi-Workplace Joint Health and Safety Committee shall be eligible, at the earliest possible date, to participate in certification training programs.
- L32.13 The employer shall provide paid time off for any Bargaining Unit representatives on the Multi-Workplace Joint Health and Safety Committee to participate in this training program with no loss of salary and benefit. The Employer shall pay the costs of the registration, materials for the training program, and replacement costs.
- L32.14 Wherever possible, in accordance with the OHSA, the Board and the Federation agree that incidents involving aggression or violence towards or upon a Teacher shall be brought to the attention of the Multi-Workplace Joint Health and Safety Committees.

L33.00 – ADMINISTRATION OF MEDICINE

- L33.01 Except in a medical emergency, the Board shall not require any Teacher to administer medication, perform any medical/physical procedures or examine students for communicable conditions or diseases. No Teacher shall be liable if the Teacher volunteers to assist the Principal/Vice-Principal in a medical emergency.

L34.00 - CONTINUING EDUCATION

Seniority Lists

- L34.01 The Board shall maintain separate seniority lists for Evening School staff, Regular Summer School staff, Section 23 Summer Program staff, and Adult Day School Continuing Education staff. Lists shall be sent electronically to the Bargaining Unit within two (2) weeks of the start of semester one, except for the Adult Day School list which shall be submitted within two (2) weeks of the completion of session three (3).
- L34.02 In the event a Continuing Education Teacher elects not to submit a Continuing Education application for Evening School, Regular Summer School, Adult Day School or the Section 23 Summer Program, for a period of two (2) successive years, the Teacher's name will be removed from the seniority list. A Teacher whose name is removed and who is subsequently rehired into the program in accordance with this article shall accumulate credits for the purposes of seniority from the date of rehire.
- L34.03 If an Adult Day School Teacher submits an application for Day School and subsequently declines 3 assignments in one school year, they shall be removed from the seniority list unless the Teacher is on a statutory leave, an approved leave of absence by the Board or has obtained a long term occasional position with the Board. A Teacher that has declined the first three (3) sessions shall have their name removed prior to the provision of an updated seniority list.
- L34.04 Adult Day School Teachers shall serve a probationary period equivalent of one (1) year (five (5) sessions) of Adult Day School.
- L34.05 Positions in Adult Day School shall be offered to Teachers in order of seniority for the following school year provided the Teacher has confirmed interest in working in Adult Day School for the following school year. Such confirmation will occur via email sent from the Principal or designate of Adult Day School to each Teacher on the seniority list and shall occur prior to the school year beginning.
- L34.06 Adult Day School Teachers on the Occasional Teacher Roster will have continuing Education Teaching count towards the minimum number of days worked that are required to remain on the Occasional Teacher List, as per Article L35.00 Six (6) hours of Continuing Education teaching is equivalent to one (1) day. These Teachers shall not be counted towards the cap limit as set out in Article L35.00.

Summer School, Evening School and Adult Day School Staff Designations

- L34.07 Certified Teachers employed to teach credit courses in the summer school program of the Board shall be designated as the Summer School Staff.
- L34.08 Certified Teachers employed to teach credit courses in the evening school program of the Board shall be designated as the Evening School Staff.
- L34.09 Certified Teachers employed to teach credit courses in the Adult Day School program of the Board shall be designated as the Adult Day School Staff.

Certified Teacher

- L34.10 A "Certified Teacher" means a Teacher who is registered with the Ontario College of Teachers and:
- (a) who holds a valid certificate of qualification as a Teacher in Ontario, or
 - (b) who holds a Letter of Eligibility granted by the Minister under the Education Act, or
 - (c) in respect of whom the Minister has granted a Letter of Permission under the Education Act.

Job Opportunity Notice

L34.11 The Board shall post a notice by April 1, in each secondary school and the Education Centre, inviting applications from members of the Bargaining Unit to teach credit courses in the summer school program and the Section 23 Summer Program.

L34.12 The Board shall post a notice by June 1, in each secondary school and the Education Centre, inviting applications from members of the Bargaining Unit to teach credit courses in the evening school program for the ensuing school year.

L34.13 The Board shall post a notice prior to the start of each year of Adult Day school inviting applications from members of the Bargaining Unit to teach credit courses in the Adult Day School program for the ensuing year. Vacancies in the Adult Day School program prior to the start of each session shall first be assigned to qualified Teachers on the current Adult Day School Staff list in order of seniority. Where an assignment has been declined, the Board will have no further obligation to offer the employee another assignment until the start of the next session.

L34.14 Appointment to Summer and Evening School Staffs

When hiring Teachers to teach credit courses in the Section 23 Summer School, Regular Summer School or the Evening School Programs the Board shall hire from the applications for employment, in the following order:

- (a) to members of the Bargaining Unit having rights of recall under the terms of L19.00.
- (b) to members of the Bargaining Unit in accordance with seniority, provided the member has the qualifications to perform the duties.
- (c) to other members of the Bargaining Unit.
- (d) to other Teachers.

Adult Online Credit Program

L34.15 Teaching positions in the Adult Education Online Credit Program are for the duration of the current school year. When a need for Teachers in the Adult Online Credit Program is identified, positions shall first be offered to the current staff of Adult Day School Teachers in the following order:

- i) to those Teachers on the Adult Day School Seniority List that are not fully assigned for the session according to qualifications and seniority;
- ii) to other Adult Day School Staff according to qualifications and seniority. In such circumstances, Teachers will have the students registered, divided among the Teachers using the alphabetic order of the student's last name;
- iii) if teaching positions are still available, the teaching positions shall be posted to the system. The Principal will then offer positions to qualified Secondary Teachers who apply to the posting.

L34.16 If additional Teachers are required for the Adult Online Credit Program during the school year, the above process will be repeated.

L34.17 All Summer, Evening and Adult Day School Teachers shall be employed on contracts stating as a minimum: duration of contract, rate of pay, and hours of work.

L34.18 Rates of Pay – Continuing Education Hourly Rates

- a) Summer School, School E-Learning and Evening School Hourly Rates

September 1, 2019	\$44.42
September 1, 2020	\$44.86
September 1, 2021	\$45.31

b) Adult Day School Hourly Rates

Effective September 1, 2019 to August 31, 2020, all Teachers employed in the Adult Day School program shall be paid on the following salary grid:

CATEGORY	Group 1	Group 2	Group 3	Group 4
0	37.48	39.52	42.59	44.97
1	39.52	41.74	45.15	47.70
2	41.56	43.95	47.70	50.43
3	43.61	46.16	50.25	53.15
4	45.65	48.38	52.81	55.88
5	47.70	50.60	55.37	58.60
6	49.75	52.81	57.93	61.33
7	51.79	55.03	60.48	64.05
8	53.84	57.24	63.03	66.78
9	55.88	59.45	65.58	69.51
10	57.93	61.67	68.14	72.23
11	62.69	66.44	74.96	80.07

Effective September 1, 2020 to August 31, 2021, all Teachers employed in the Adult Day School program shall be paid on the following salary grid:

CATEGORY	Group 1	Group 2	Group 3	Group 4
0	37.85	39.92	43.02	45.42
1	39.92	42.15	45.60	48.17
2	41.98	44.39	48.17	50.93
3	44.04	46.62	50.76	53.68
4	46.11	48.86	53.34	56.44
5	48.17	51.10	55.92	59.19
6	50.24	53.34	58.51	61.94
7	52.31	55.58	61.08	64.69
8	54.38	57.81	63.66	67.44
9	56.44	60.05	66.24	70.20
10	58.51	62.29	68.82	72.96
11	63.32	67.10	75.71	80.87

Effective September 1, 2021 to August 31, 2022, all Teachers employed in the Adult Day School program shall be paid on the following salary grid:

CATEGORY	Group 1	Group 2	Group 3	Group 4
0	38.23	40.32	43.45	45.88
1	40.32	42.57	46.05	48.66
2	42.40	44.84	48.66	51.44
3	44.48	47.09	51.26	54.22
4	46.57	49.35	53.87	57.00
5	48.66	51.61	56.48	59.78
6	50.74	53.87	59.09	62.56
7	52.83	56.13	61.69	65.34
8	54.92	58.39	64.30	68.12
9	57.00	60.65	66.90	70.90
10	59.09	62.91	69.51	73.69
11	63.95	67.78	76.47	81.68

(Hourly rate inclusive of Holiday and Vacation Pay) Courses may be cancelled due to insufficient enrolment.

Continuing Education - Fees and Levy Deduction

L34.19 The Board shall deduct Federation Fees from each pay from all members of the Evening School, Summer School and Adult Day School Staff in accordance with L5.02.

L34.20 The Board shall deduct from the salary of each member of the Summer School, Evening School and Adult Day School Staff the Bargaining Unit levy in accordance with L5.03.

L34.21 The Union agrees to indemnify and save the Board harmless from any claims, suits, attachments, or any form of liability as a result of fee or levy deductions.

L34.22 In addition to L34.00, the other Articles of the Collective Agreement which apply to Continuing Education Teachers shall be:

- Article L1.00 Recognition
- Article L2.00 Purpose
- Article L3.00 Duration, Renewal and Continuance
- Article L4.00 Management Rights
- Article L5.00 Union Dues Check-off
- Article L6.00 No Strike or Lock-out
- Article L7.00 Leaves (only L7.11 – L7.19 and L7.41)
- Article L8.00 Pregnancy/Parental
- Article L10.00 Sick Leave and Retirement Gratuities (excluding L10.11-L10.16)
- Article L15.00 Employment Insurance
- Article L25.00 Teacher-In-Charge (Adult Day School staff only)
- Article L28.00 Teacher Files/Discipline
- Article L30.00 Grievance Procedure
- Article L32.00 Occupational Health and Safety
- Article L33.00 Administration of Medicine

L35.00 - OCCASIONAL TEACHERS

Recognition

- L35.01 The Board recognizes the Ontario Secondary School Teachers Federation (OSSTF) as the bargaining agent to negotiate on behalf of its members employed by The Hamilton-Wentworth District School Board and assigned as Occasional Teachers in the Secondary panel.
- L35.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L35.03 The Board also recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L35.04 The Board further recognizes the right of the Bargaining Unit to represent a Teacher at any meeting where the Teacher is placed under review.
- L35.05 The sole terms and conditions of employment under this Agreement applicable to Occasional Teachers are set out under L35.00 of this Agreement.
- L35.06 The following Articles of the Collective Agreement shall also apply to Occasional Teachers:

Article L2.00	Purpose
Article L3.00	Duration, Renewal and Continuance
Article L4.00	Management Rights
Article L5.00	Union Dues Check-Off
Article L6.00	No Strike or Lock-Out
Article L7.00	Leaves (only L7.11 – 19 and L7.41)
Article L15.00	Employment Insurance
Article L20.00	Seniority List (only 20.01 for Long-Term Occasional Teachers)
Article L28.00	Teacher Files/Discipline
Article L30.00	Grievance Procedure
Article L32.00	Occupational Health and Safety
Article L33.00	Administration of Medicine

Definitions

- L35.07 “Occasional Teacher” shall bear the meaning given it in the Education Act, as amended from time to time.
- L35.08 For the purposes of this Agreement, a “Long-Term Occasional Teacher” shall mean an Occasional Teacher who is employed for a period of ten (10) or more consecutive teaching days in the same teaching assignment employed under permanent or probationary status. Should there be an emergency closure or early dismissal whereby the Occasional Teacher’s teaching period(s) are cancelled, this situation shall not constitute a break in service during this ten (10) day period. The closure day(s) will not be counted in the ten (10) day period.
- L35.09 A Short-Term Occasional Teacher means an Occasional Teacher other than a Long-Term Occasional Teacher.
- L35.10 “Director” means the Board’s Director of Education and Secretary.
- L35.11 “Superintendent” means such Superintendent as may from time to time be assigned by the Board.
- L35.12 For the purpose of this Agreement, “Employee” shall be defined as an Occasional Teacher who is a member of the Bargaining Unit.

Rates of Pay

L35.13 The daily rate of a Short-Term Occasional Teacher shall be calculated as 1/194 of the Secondary Teacher's salary grid Category 1 Year 0.

Non-certified Short-Term Occasional Teachers shall be paid at 75% of the applicable qualified rate above. Rates include statutory holiday pay and vacation pay. The daily rate shall be pro-rated for part-time assignments.

L35.14 A Long-Term Occasional Teacher shall be paid on the secondary salary grid for probationary or permanent Teachers in accordance with their qualifications approved teaching experience, prorated per day based on the annual grid salary divided by the total number of teaching days in the school year.

L35.15 (a) Category placement based on qualifications of a Long-Term Occasional Teacher shall be determined under the current OSSTF Certification Chart.

(b) Increment - Effective first of the month following date of ratification, allowance for an additional year of teaching experience on the salary grid for a Long-Term Occasional Teacher shall be granted for each complement of one hundred (100) days of occasional teaching completed in one school year. Placement on the salary grid based on the number of years of approved teaching experience shall be determined as of September 1st of the school year.

(c) Grid Placement – Approved teaching experience shall be determined September 1st of the school year and shall include teaching experience as a certified probationary or permanent Teacher, a Long-Term Occasional Teacher with another Board, a Long-Term Occasional Teacher with The Hamilton-Wentworth District School Board and its predecessor Board, which has been performed in an Ontario elementary or secondary school day program plus other teaching experience if deemed equivalent by the Director of Education or designate. A full-time equivalency shall be established by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years of teaching experience. Any remainder of five (5) months or more shall be counted as a full year. Part-time teaching experience shall be prorated in the same proportion that the part-time experience bears to full-time experience.

(d) Effective September 1, 2017, subject to Ministry Guidelines on the recognition of teacher experience for teacher compensation grant purposes, applicable to Long-Term Occasional Teachers only.

Related experience will be recognized on the following basis:

- (i) Trade Experience (Journeyman, Tradesperson, or related experience with a technical certificate)
 - the experience is in excess of that required for admission to the Ontario Faculties of Education, and
 - the person is qualified, and the experience is directly related to the Teacher's qualifications.
- (ii) Business Experience (Accounting, Marketing, Data Processing/Computer Studies)
 - the experience is acquired after graduation from a Canadian university or its foreign equivalent and the experience is directly related to the Teacher's qualifications; or
 - the experience is in excess of five (5) years, subsequent to the obtaining of a Secondary School Honour Graduation Diploma or equivalent, or, alternatively, it is the experience above the basic years of experience required for admission into a recognized Teacher training course and the experience is directly related to the Teacher's qualifications.

- (iii) Related Work
 - equivalent full-time work experience directly related to the subject area the person is hired and the experience is directly related to the Teacher's qualification.
- (e) Each full year of recognized trade, business or related work experience rounded to the nearest year shall count as one (1) year of teaching experience on the grid. This recognized experience shall not pierce the maximum of the salary grid.
- (f) Related experience must be submitted from previous employers on company letterhead and must include the following information:
 - position,
 - description of duties,
 - time period in position,
 - hours worked.

Where an employee was self-employed or the business is no longer in existence, the Teacher is required to provide a notarized letter outlining the above information.

- L35.16 (a) A Long-Term Occasional Teacher shall be paid in accordance with the Teacher's qualifications and approved teaching experience, and related trade, business and work experience according to L35.15. The pay shall be based on the annual grid salary of the Bargaining Unit's permanent Teacher grid as set out in article L11.00 – Category Definitions of the Collective Agreement and shall be retroactive to the first day of the assignment. Retroactive payment shall be limited to the semester year in which the assignment commenced and to Long-Term Occasional Teachers who are teaching in the assignment during the period to which the retroactive increase applies. If proof of related experience as set out in L35.15 (d) is likely to be delayed beyond the end of the semester, and is beyond the control of the Teacher, and evidence of such is provided, the retroactive payment shall still be provided up to two (2) months after the completion of the assignment.
- (b) A Long-Term Occasional Teacher shall be paid at Year 0, Category 1 until such time as they provide proof of a higher category classification and/or year placement. The appropriate adjustments shall be made retroactive to the date on which the employment commenced providing the Occasional Teacher is in the assignment when the Board receives the documents. If the submission of the Rating statement is likely to be delayed beyond the end of the assignment listed above, and is beyond the control of the Teacher, the Teacher is required to notify the Human Resource Services Division, in writing, giving the reason for the delay.
- (c) Notwithstanding (a) above, in the event a new collective agreement is ratified for statutory Teachers which provides for retroactive pay increases, such retroactivity shall also apply to the pay of those Long-Term Occasional Teachers who were teaching a Long-Term Occasional Assignment during the period to which the retroactive increase applies.

L35.17 If an Occasional Teacher is assigned to substitute for a Continuing Education Teacher teaching credit courses in evening and/or summer school programs, the Occasional Teacher shall be paid the prevailing rate of pay for such assignment.

L35.18 A Professional Activity Day, shall not interrupt the continuity of an occasional teaching assignment.

L35.19 In the event of restructuring within the school, the Board may terminate the assignment of a Long-Term Occasional Teacher after having provided five (5) school days advance notice.

Benefits

L35.20 A Long-Term Occasional Teacher shall be paid an additional \$7.07 per day taught in lieu of benefits for the 2019-2020 year. The amount shall be paid on each pay period and shall be paid retroactive to the beginning of the 2019-2020 school year.

A Long-Term Occasional Teacher shall be paid an additional \$7.14 per day taught in lieu of benefits for the 2020-2021 year. The amount shall be paid on each pay period.

A Long-Term Occasional Teacher shall be paid an additional \$7.21 per day taught in lieu of benefits for the 2021-2022 year. The amount shall be paid on each pay period.

L35.21 During regular Occasional Teacher roster sign-up procedures, new Teachers shall be enrolled in the Teachers' Pension Plan. New Teachers already in receipt of a Teacher's Pension Plan pension may sign a waiver form, if allowable.

Working Conditions

L35.22 (a) A Long-Term Occasional Teacher's maximum number of supervision/on-call duties shall be prorated in the same proportion that the number of days of the Long-Term Teacher's assignment bears to the number of school days in a semester. On-call/supervision duties shall be assigned in the same manner as a contract Teacher.

(b) Supervision/on-call duties shall not be assigned to a Long-Term Occasional Teacher on any day when the teacher is assigned the fourth class.

L35.23 If a Short-Term Occasional Teacher is required, the Teacher's pay shall be prorated according to the number of periods covered, as:

One period, or one period and one-half period coverage = 1/3 day's pay

Two periods, or two periods and one-half period coverage = 2/3 day's pay

Three periods, or three periods and one-half period coverage = full day's pay

An Occasional Teacher may be assigned up to three and one-half periods per day.

L35.24 Should a Short-Term Occasional Teacher be required for less than a full day, the additional one-half period coverage shall be scheduled immediately before or immediately after the teaching period(s).

L35.25 An Occasional Teacher can accept jobs in two different locations in a day, only if the combined jobs do not exceed three (3) periods. The Board will endeavour not to provide APAs. Teachers can only accept jobs between two (2) schools where they are reasonably able to begin the assignment on time. The Teacher shall endeavour to notify the schools that they have accepted two jobs prior to the commencement of the job at the school/worksite.

L35.26 The Principal or designate shall ensure that each Occasional Teacher has reasonable access to classrooms, records, current seating plans, supplies, Personal Protective Equipment (PPE) where required, and all other amenities necessary to perform the duties assigned including independent access to classrooms. This shall include a current file of students with Safe Intervention Plans and Behaviour Support Plans.

L35.27 The Principal or designate shall arrange to provide space on a bulletin board for the Union to post notices relating to matters of interest to Teachers.

L35.28 The Principal or designate shall ensure that notices from the Board pertaining to Teachers shall be placed in the appropriate section of the bulletin board.

L35.29 As part of sign-up procedures newly hired Occasional Teachers will be directed to the employee web portal where they can locate the collective agreement.

L35.30 Long-Term Occasional positions shall be posted in accordance with Ontario Regulation 274 under the Ontario Education Act as amended from time to time.

L35.31 Long-Term Occasional Teachers working conditions shall be as per L17.00 and shall apply from the first day of the assignment.

Evaluation/Performance Appraisal for Occasional Teachers

L35.32 Any criteria established by the Board, or modification to existing procedures, for evaluation of Occasional Teachers shall be developed in consultation with the Union.

L35.33 An evaluation of an Occasional Teacher may be made at the discretion of the School Principal or Vice-Principal or appropriate Supervisory Officer.

L35.34 Notwithstanding L35.33, upon request, the Board shall endeavour to provide an Occasional Teacher with a performance appraisal, up to a maximum of one (1) per school year.

L35.35 Where the evaluation involves observation of the Occasional Teacher's classroom teaching, the Occasional Teacher will, under normal circumstances, be given two days' prior notice.

L35.36 Any evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher. The evaluation report shall be made to the Occasional Teacher at the earliest possible opportunity, but not later than five (5) working days from the date of evaluation.

L35.37 The Occasional Teacher will be given an opportunity to read the evaluation, to sign it and to make any written comments the Occasional Teacher so desires. The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.

L35.38 For Occasional Teachers in a Long-Term assignment of any duration, the administrator completing the appraisal shall use the employer's performance appraisal process for Long-Term Occasional Teachers.

L35.39 For Occasional Teachers in a short term or daily assignment, the administrator completing the appraisal shall use the employer's performance appraisal process for Short-Term Occasional Teachers.

Occasional Teacher Roster

L35.40 The Board shall maintain through the Smart Find Express (SFX) all Occasional Teachers who have been approved by the Board to teach in the secondary panel: certified and non-certified. The information contained by Smart Find Express (SFX) shall include each Occasional Teacher's name, address, phone number, certification and subject area in which the Occasional Teacher is capable of teaching.

L35.41 An up-to-date Occasional roster shall be sent to the Union and the work sites the first day of school in September, November 1, and March 1 of each academic year. The changes due to additions or deletions made to the roster between these dates shall be sent to the Union and the work sites as soon as possible. Any such changes shall be posted on the Board's website.

L35.42 Occasional Teachers shall update changes of permanent address, telephone numbers, etc. on the Employee Portal.

L35.43 An Occasional Teacher who accepts a full-time probationary status with another Board shall advise the Human Resource Staffing Officer responsible for secondary staffing to remove their name from the active roster.

- L35.44 Prior to being placed on the Occasional Teacher roster, an applicant must submit to the Human Resource Staffing Officer responsible for secondary staffing proof of certification and/or other documentation required by the Board.
- L35.45 Prior to being placed on the roster, an applicant must successfully complete an interview with Board assigned personnel.
- L35.46 The number of teachers on the Secondary School Occasional Teacher roster shall not exceed three hundred twenty-five (325) who are available for daily occasional teaching. The three hundred twenty-five (325) cap shall be exclusive of Long-Term Occasional Teachers and Occasional Teachers on leave. Retirees shall be counted as 0.25. It is understood that Teachers on the Recall List shall not be counted in the three hundred twenty-five (325) cap.

At the beginning of and throughout a school year the cap may exceed three hundred twenty-five (325) by Teachers returning from Long-Term Occasional Teaching assignments and those teachers returning from a leave of absence providing the Teacher sends a reactivation form to the Human Resources Staffing Officer by the last day of the existing school year. The Board will not hire to supplement the Occasional Teacher list unless the number of teachers available for daily occasional teaching is below three hundred twenty-five (325). Supporting documents include proof of certification, membership in Good Standing with the Ontario College of Teachers and all other documents required by legislation including Offence Declarations and Workplace Hazardous Materials Information System.

- L35.47 (a) A person's name may be removed from the Occasional Teachers' roster for one or more of the following reasons only:
- (i) The person has obtained full-time employment as a teacher on probation or permanent status, or
 - (ii) The person has not been paid or been assigned occasional teaching duties in secondary schools of this Board for at least ten (10) days during the previous school year, in day school, or home instruction (5 ½ hours equates to one day), or
 - (iii) Failure of a person to complete and return the Reactivation Form and required documents as listed above in L35.46 to the Human Resource Staffing Officer by the last day of the school year for inclusion on the list for the following school year, or
 - (iv) The person has made a written request to the Human Resource Staffing Officer responsible for secondary staff that the person's name be removed from the roster
 - (v) Failure of a person to register with the Smart Find Express, or
 - (vi) Just Cause.
- (b) Prior to a person's name being removed from the roster for the reasons stated above, the Board shall inform the person by mail that his or her name will be removed, stating the reasons for such action.
- (c) Only a person whose name appears on the Secondary Teachers' roster as provided in this article shall be used as an Occasional Teacher in the secondary worksites of the Board. A person who has completed the Board's pre-employment screening process and whose name will be added to the roster by the end of the next workday, where possible, will be deemed to be included on the roster.

- (d) The Board shall provide Reactivation Forms through the employee portal by April 1st of each year.

L35.48 An Occasional Teacher must complete and return a reactivation form and required documents listed above in L35.46 to the Human Resource Staffing Officer by the last day of the school year to be included on the Occasional Teachers' Roster for the next year.

L35.49 An Occasional Teacher who provides notification within the Smart Find Express that they will be unavailable for assignments for a defined period of time up to the end of the current school year shall be considered unavailable for that period of time. If the Occasional Teacher's absence extends for the entire school year, the Occasional Teacher will be required to complete and return a reactivation form and required documents to the Human Resource Staffing Officer by the last day of the school year in order to be considered available for assignment for the next school year.

L35.50 When the Occasional Teacher applies to the reactivation notice sent out under L35.43, the Occasional Teacher will be given the opportunity to indicate interest in Long-Term Occasional, full or part-time secondary teaching with the Board. Occasional Teachers who are added to the roster will likewise be given the opportunity to indicate interest in such positions.

L35.51 The Occasional Teacher's name will remain on the active Occasional Teacher's roster with a notation that the Occasional Teacher is unavailable for assignment. When the leave expires, the notation of leave will be removed. All Occasional Teachers on statutory leave must re-activate their names, and if the leave is still in effect in September, the notation of leave will remain on the Occasional Teacher List until the leave expires.

L35.52 The Board shall provide a seniority roster ordered by seniority according to the date of hire on myHWDSB.

Long Term Occasional Teacher List

L35.53 The Board shall maintain a preferred hire list called the LTO list of those Occasional Teachers who have met the criteria. The list shall be made available to the Bargaining Unit President or designate. Any changes or additions shall be provided to the Bargaining Unit within two weeks of such changes being made. The list shall be updated once each school year; the changes will be effective the first day of the school year. Any such changes shall be posted on the Board's website.

L35.54 For Occasional Teachers that meet the criteria to be interviewed for the LTO list and who request an interview, the Board shall provide an interview outside of the workday, when requested.

Teacher Files

L35.55 As per the permanent Teachers' collective agreement article L28.00 Teacher Files/Discipline.

Just Cause

L35.56 No Occasional Teacher shall be disciplined or discharged without just cause.

L35.57 Each Teacher shall be provided in writing with all derogatory notations or disciplinary action, which is placed in the Teacher's file. Any comments or rebuttal the Occasional Teacher wishes to make pursuant to any derogatory or disciplinary action shall be inserted in the file.

Short Term Leaves of Absence

Bereavement Leave

L35.58 A Long-Term Occasional Teacher shall be granted bereavement leave in accordance with the following:

- (a) For absence occasioned by the death of a partner, child, parent, or sibling of the Occasional Teacher or the Occasional Teacher's partner, leave shall be granted without loss of salary

or deduction from the Sick Leave for a period not exceeding four (4) working days. The absence on the day of death is not included in the calculation of the leave.

- (b) For absence occasioned by the death of other relatives of the Occasional Teacher or the Occasional Teacher's partner, leave shall be granted without loss of salary or deduction from the Sick Leave for a period not exceeding three (3) working days. The absence on the day of death is not included in the calculation of the leave.
- (c) For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave for a period not exceeding one (1) day for the purpose of attending the funeral.
- (d) The Superintendent of Human Resource Services or Designate may grant one (1) additional day.

Note: It is understood bereavement leave shall begin within seven (7) calendar days following the date of death or later if under extenuating circumstances.

Attendance at Court or Tribunal

L35.59 A Long-Term Occasional Teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged and shall be paid the applicable earnings under L35.13 – L35.19. It is understood that such payment by the Board shall only be made for the period of time the Occasional Teacher would have been otherwise employed on the occasional teaching assignment.

Quarantine

L35.60 A Long-Term Occasional Teacher shall be granted a leave of absence with pay as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon their duties. It is understood that such payment by the Board shall only be made for the period of time the Occasional Teacher would have been otherwise employed on the occasional teaching assignment.

Paternal Leave

L35.61 For absence occasioned by the birth or adoption of a child, the Board shall grant a Long-Term Occasional Teacher, upon written request, a leave of absence for a period not exceeding two days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the Teacher's sick leave.

Holy Days

L35.62 Leave shall be granted with pay and without deduction of sick leave credits to a Long-Term Occasional Teacher for recognized religious holy days that occur on a regular work day, as identified in the HWDSB Holy Day calendar. Requests for days not identified in the Board's Holy Day Calendar will be considered. Such requests must be submitted in writing to the Human Resource Staffing Officer.

Compassionate Leave and Personal Leave Days

L35.63 A Long-Term Occasional Teacher who has been hired into an assignment for ninety-seven (97) school days shall be eligible for:

- (a) Compassionate Leave – A Long-Term Occasional Teacher may be allowed a leave(s) of absence for compassionate reasons, subject to the approval of the Superintendent of Human Resource Services or designate for a period of two (2) days, but in no case shall the special leave be greater than three (3) days in any one academic year. Such leave will be without loss of salary and will not be deducted from the Teacher's sick leave credit account.

- (b) Personal Leave - A Long-Term Occasional Teacher shall be granted a leave of absence for personal reasons up to a maximum of one (1) day in any one semester assignment. Any personal leave day not utilized in semester one (1) can be carried over and utilized in semester two, if the Teacher obtains another ninety-seven (97) day contract. In no case shall the leave be greater than two (2) days in any academic year. Such leave will be without loss of salary and will not be deducted from the Teacher's sick leave. Except in an emergency, the Teacher will provide the Principal with written notice, seventy-two (72) hours in advance of the leave, with the exception of leaves for emergencies, in a school with less than fifty (50) Teachers, a maximum of one (1) Teacher per day per school will be given the leave and in a school with fifty (50) or more Teachers, a maximum of two (2) Teachers per day per school will be given the leave.

Sick Leave

- L35.64 Sick leave shall be cumulative from one long-term assignment to another within the same school year as per the Central Agreement. Sick leave shall not accumulate beyond June 30th of the school year.
- L35.65 To qualify for sick leave, a Teacher who is absent from the Teacher's duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and (if required by the Board) a further certificate from the Medical Officer of the Board.
- L35.66 Teachers in Long-Term Assignment(s) shall have their allocated sick leave posted in the Employee Web Portal. Such leave allocation shall be updated as the assignment(s) change. Posted sick leave allocation will be allocated in accordance with Article C9.00 (f).

Pregnancy Leave

- L35.67 Pregnancy Leave SEB top up shall apply only to Occasional Teachers who are employed in a Long-Term Occasional assignment at the time of commencement of the pregnancy leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had she not had a pregnancy leave.
- L35.68 Occasional Teachers not in long term occasional positions shall be entitled to pregnancy leave, but shall have no entitlement to SEB top up. During the year(s) that the Teacher is on pregnancy and/or parental leave, the requirement for the days worked to remain on the roster shall be waived.
- L35.69 Pregnancy Leaves granted under the provisions of this Article shall be in accordance with the provisions of The Ontario Employment Standards Act, R.S.O. 2000, as amended.
- L35.70 The Board shall grant to a pregnant Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than the day of birth.
- L35.71 Requests for Pregnancy Leave shall be made in writing to the Human Resource Staffing Officer responsible for secondary staffing as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- L35.72 The written request for a Pregnancy Leave shall contain:
 - (a) the start date of the Pregnancy Leave, and
 - (b) the end date of the Pregnancy Leave.

Parental Leave

- L35.73 For the purpose of Parental Leave, parents shall be defined as one of the following:
- (a) natural parent.
 - (b) adoptive parent.
 - (c) any person in a relationship of some permanence with the parent of the child.
- L35.74 Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:
- (a) the birth of the child, or
 - (b) the coming of the child into custody, care and control of a parent for the first time.
- L35.75 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- L35.76 A Long-Term Occasional Teacher shall be entitled to a statutory pregnancy/parental leave as outlined in The Ontario Employment Standards Act, R.S.O. 2000, as amended.
- L35.77 A Long-Term Occasional Teacher who goes on pregnancy/parental leave who has qualified and paid the full premium cost for benefits shall have the option of maintaining those benefits to the original date of completion of the assignment or reimbursement of the premiums remaining. If the reimbursement option is elected, the Teacher will notify the Human Resource Staffing Officer responsible for secondary staffing, in writing, within 10 days of taking the leave.

Cancellations/School Closures

Occasional Teacher's Services Not Required

- L35.78 An Occasional Teacher who is engaged for an assignment, who reports, and who finds their services are not required, shall be paid for the length of the assignment and shall be given an assignment for that period of time.

Lates

- L35.79 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided the Occasional Teacher arrives within two (2) hours of receiving such late request.

Emergencies

- L35.80 Where the Board authorizes the closing of a school during regular school hours, an Occasional Teacher will receive the appropriate salary for the balance of the scheduled assignment.

Cancellations

- L35.81 Exclusive of school closures due to inclement weather, the Board shall give a minimum of three (3) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without three hours notice, the Board shall pay the Occasional Teacher for that assignment in accordance with L35.13. In the event of school closures due to inclement weather, the Occasional Teacher, as a Board employee, will be covered by Board Policy.
- L35.82 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.
- L35.83 An Occasional Teacher shall not abandon one assignment for another without giving SFX twenty-four (24) hours' notice unless an arrangement can be made between the schools involved.

Pay Schedule

- L35.84 An Occasional Teacher shall be paid according to the two (2) week pay schedule of the Board, with a two (2) week time lapse.

LETTERS OF AGREEMENT

LETTER OF AGREEMENT #1

Re: Allowance Structure

Effective September 1, 2019, the following allowance structure will be paid to Teachers:

	Sept19	Sept20	Sept21
Department Head Allowance	\$3,627	\$3,663	\$3,700
Assistant Department Head	\$694	\$701	\$708
Consultant	\$7,257	\$7,330	\$7,403
System Secondary Alternative Education Program Leader	\$5,529	\$5,584	\$5,641
Library Learning Commons Lead Teacher – Qualified with Library Part 1 and with a minimum of 4 lines	\$3,627	\$3,663	\$3,700
Special Assignment Teacher	\$1,677	\$1,694	\$1,711
Extra University Degree (providing the degree is at the Master's level or higher and not used category placement - For new allowances, payment will be made first of the month following registration with the Board)	\$1,261	\$1,274	\$1,287
2 nd Degree Allowance – No new allowances to be paid. Those Teachers currently receiving the allowance will maintain the allowance	\$1,261	\$1,274	\$1,287
Diplomas (ARCT, ACTIM, AOCA, CGA, CA, or CMA)	\$513	\$518	\$523
Computer Liaison Teachers	\$940	\$949	\$959
<u>Section 23 Teachers</u>			
Elementary Certificate in Special Education	\$360	\$363	\$523
Intermediate Certificate in Special Education	\$716	\$723	\$730
Specialist Certificate in Special Education The allowance shall only be paid for the highest certificate by the Teacher and the certification has not been used for category placement	\$1,077	\$1,088	\$1,099
Lead Teacher, Section 23	\$5,044	\$5,094	\$5,145

LETTER OF AGREEMENT #2

Re: Non-Credit Transitional Courses

The hourly rate of pay for non-credit transitional courses will be:

September 1, 2019	\$42.79
September 1, 2020	\$43.22
September 1, 2021	\$43.65

(Hourly rate inclusive of Holiday and Vacation pay. Courses may be cancelled due to insufficient enrolment).

LETTER OF AGREEMENT #3

Re: Sick Leave Allocation

The parties agree to the following:

1. This letter of agreement shall be inserted into the back of the Collective Agreement and listed as Letter of Agreement #3 to replace Letter of Agreement #3 Re: Accommodating Employees.
2. When a Teacher is absent for less than a school day, the sick leave deduction shall be prorated based on the actual number of classes (i.e. instructional periods) missed. All absences are coded and entered as follows:

1 instructional period	=	0.33 absence
2 instructional periods	=	0.67 absence
3 instructional periods	=	1.0 absence

3. Teachers shall not have sick leave deducted for absences during their unassigned period.
4. Teachers who need to leave the school during their unassigned period shall let a member of the Administration team know in advance and should sign out following the school's established process for monitoring staff who are out of the building for any reason.
5. When an unavoidable situation arises, and an absence conflicts with an on-call and/or scheduled supervision duty, the Teacher must advise a member of the Administration team as soon as possible so that alternate arrangements for coverage of the duty can be made.
6. Absences during unassigned periods shall not be unreasonably withheld.
7. This letter of agreement is subject to review. The Board will meet with the Union for discussion and agreement prior to implementing any changes. Such agreement will not be unreasonably denied.

LETTER OF AGREEMENT #4

RE: Top-Up Days under STLDP

The parties agree that the Bargaining Unit Officers that were on Federation Leave prior to the ratification of the September 1, 2014 to August 31, 2017 collective agreement shall be provided with 11 (eleven) days for top-up purposes in the first year returning to the classroom after Federation Leave.

LETTER OF AGREEMENT #5

RE: Occasional Teacher to Permanent Teacher Placement

As per the Board's practice, no Teacher's placement on the permanent Teacher's salary grid on the basis of teaching experience shall be less than what was calculated while on the Long-Term Occasional assignment immediately preceding their date of hire to the permanent Bargaining Unit.

LETTER OF AGREEMENT #6

RE: Report Cards for Self-Contained Classes

The parties agree that as of September 1, 2021, the Board will transition to the Provincial Report Card for the purposes of reporting for Special Education students in a self-contained class.

LETTER OF AGREEMENT #7

RE: Exams for Self-Contained Classes

The parties agree to the following:

1. Students in self-contained special education classes will attend school on all days, except the Professional Development Days.
2. Teachers in self-contained special education classes will be provided with one unassigned period and a forty (40) minute uninterrupted lunch on each of the exam days.
3. Teachers allocated to self-contained special education classes will be provided with two (2) days or periods of unassigned time each semester. The unassigned time will be allocated in accordance with the number of assigned self-contained classes each semester.
4. Unassigned time is to be utilized at the worksite with at least one week's notice provided by the Teacher or in less time provided by mutual agreement.
5. This letter of agreement is to be in effect until the completion of the 2020/2021 school year. At such time, the parties agree to meet and discuss a renewal. Should no agreement be reached, the letter of agreement on Special Classes during Final Examination Days signed by Ken Bain and Carl Chopp shall have standing.

LETTER OF AGREEMENT #8

RE: Department Head Job Description

The job description and posting language of a Department Head shall be as follows:

<i>Dept. Head Description</i>	<i>Job Posting Language</i>
<p><u>Dept. Head Responsibilities</u></p> <p>The Department Head will support program delivery within the department for the purpose of promoting student learning and learning pathways by:</p> <ul style="list-style-type: none"> ● Providing leadership in the development implementation, and review of curriculum in conjunction with the Principal to facilitate curriculum delivery in accordance with the policies determined by the Ministry of Education and the HWDSB and the school within which the department is located. ● Providing guidance, direct assistance and/or facilitation with department members as needed. ● Assisting teachers in the development of best practices in student assessment, evaluation and reporting. ● Facilitation the delivery of program, learning and the success of students. ● Facilitating the development of professional relations and communications of teachers. ● Making recommendations to the principal regarding budget, equipment, assignments and staff timetable allocations, facility and/or resource requirements. 	<p>The Department Head is a member of the Leadership Team of the school and will have school-wide responsibilities. The Head will be student-centered in their focus, goal-oriented and committed to personal growth and development as a leader. They will demonstrate the qualities of an exemplary Teacher and act as a role model for others. The Head will show expertise and strength in building professional relations, classroom management, curriculum development, and student focused instructional strategies. All Headships will include facilitating the success of students, staff learning, assessment and evaluation and curriculum development or other initiatives in the department.</p> <p>RESPONSIBILITIES</p> <p>Assist the Principal/designate as follows:</p> <ul style="list-style-type: none"> ● Recommend the assignments and staff timetable allocations to implement the academic program. ● Provide direct assistance to staff. ● Make recommendations to the Principal regarding budget, equipment, timetabling for staff and students, facility and/or resource requirements in the department. ● Facilitate, support and contribute to the development of the processes in the department and school.

<ul style="list-style-type: none"> • Encouraging and facilitating the inclusion of technology and technological applications in program delivery. • Working collaboratively with the Principal to develop and facilitate the implementation of the school improvement plan. • Performing other duties as directed by the Principal of the school in accordance with the Education Act, its associated regulations, other legislation, HWDSB policies and the collective agreement. <p><u>Assistant Department Head Responsibilities</u> The Assistant Department Head shall assist the Department Head in the performance of the duties referenced in the above under the authority of the Principal.</p>	<ul style="list-style-type: none"> • Facilitate, promote and lead professional learning for staff. • Model, promote and support effective practices for staff in the areas of professional relations, safe workplace practices. Classroom management, curriculum, assessment, evaluation, and student focused instructional strategies. <p><u>Assistant Department Head Description</u> Assist the Department Head</p>
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Any changes to the letter of understanding will be mutually agreed to by the Parties.

LETTER OF AGREEMENT #9

RE: Adult Online Credit Program

The parties agree to meet no later than October 1, 2020 to discuss the Adult Online Credit Program. Discussions will include, but are not limited to, the current structure, requirements and allocation of the Adult Online Credit program.

LETTER OF AGREEMENT #10

RE: “Apply to Education” Training

The Board agrees to the following:

1. This letter of agreement shall be inserted into the back of the Collective Agreement and listed as Letter of Agreement #10 Re: “Apply to Education” Training;
2. The Board shall make available an online training module on the use of Apply to Education for Secondary Teachers;
3. The training shall include, but not be limited to, how to create an account with Apply To Education, how to apply to job postings and how to receive email job alerts;
4. The online training module will be available to Secondary Teachers no later than September 2020;
5. In the event that a Teacher requires additional support for Apply to Education training, the Board agrees to provide training during the paid work day.

LETTER OF AGREEMENT #11

RE: Tier III Programs:

The parties agree to meet by November 1, 2020 to discuss the Tier III Staffing related to Secondary Program strategy prior to the 2021/2022 school year. The meeting will involve the Superintendent of Human Resource Services, the Superintendent of Programs, Human Resource Staffing Officer, Principals and representatives of the Federation.

LETTER OF AGREEMENT #12

Re: Placement of Permanent Teachers

The parties agree to the following when determining whether the lines the Teacher is placed into will become the permanent school or a temporary school placement for the following semester, the following process will be followed:

- i) Permanent School - Teachers placed at the June staffing meeting into six (6) permanent lines
- ii) Permanent School – Teachers placed at the January staffing meeting into three (3) permanent lines
- iii) Permanent School – teachers placed at the January staffing meeting into two (2) permanent lines and one (1) LTO line
- iv) Temporary School – Teachers placed at the June staffing meeting into three (3) permanent lines
- v) Temporary School – Teachers placed at the June staffing meeting into LTO lines
- vi) Temporary School – Teachers placed at the January staffing meeting into LTO lines
- vii) Temporary School – Teachers placed at the January staffing meeting into two (2) LTO lines and one (1) permanent line

LETTER OF AGREEMENT #13

Re: Library Learning Commons Lead Teacher

The parties agree to the following:

1. Effective the 2021/2022 school year, subject to agreement on working conditions and job description, the full time Library Learning Commons Lead Teacher will be a posted position with a six (6) year term. The teacher in this role is subject to surplus and redundancy.
2. The Board will meet with the Federation, in accordance with Article L26.01, to jointly develop the working conditions and job description.
3. Any applicants must have a minimum of Library Part 1 as a qualification. Any other qualifications may form discussions on the creation of working conditions and job description.
4. The Library Learning Commons Lead Teacher shall be assigned a minimum of four (4) lines in the library learning commons area each school year.
5. The Library Learning Commons Lead Teacher will be provided with an allowance as outlined in Letter of Agreement #1 re: Allowance Structure.
6. Should the Library Learning Commons Lead Teacher no longer wish to continue in the position for the following school year, they will provide notice to the Board no later than April 15.
7. Notwithstanding #6, the Library Learning Commons Lead Teacher shall have access to leaves as set out in Article L7.00. Under such circumstances, an Acting position would be posted in accordance with the rules set out for Positions of Added Responsibility.

LETTER OF AGREEMENT #14

Re: Employment Insurance (EI) Waiting Period and Supplementary Employment Benefits

As a result of the changes in the waiting period for maternity and parental EI benefits being reduced from two weeks to one week, the Parties agree to the following terms for all Teachers eligible for maternity top up as set out in Part A of the Collective Agreement.

1. The Board will provide a weekly benefit payable for one (1) week-waiting period at a weekly rate equal to 100% of the Teacher's normal weekly earnings providing the Teacher is eligible for pregnancy leave benefits under E.I. and makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.
2. The Board will provide a top-up to 100% of the Teacher's normal salary for up to six (6) weeks of pregnancy leave immediately following (1) above and additional supplement to be the equivalent of 100% of one week of the member's salary. No Teacher will receive more than 100% of their earnings in any given week.
3. A Teacher who is eligible for E.I. benefits may only use the provisions as set out in (1) and (2) above.

4. A Teacher who is not eligible for E.I. benefits and who provides approved medical documentation for the need may use sick day leave credits up to the number available to them under the Board's sick leave plan.

5. The total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.

LETTER OF AGREEMENT #15

Re: E-Learning Summer School Rate of Pay

1. A Teacher that delivers E-Learning will be paid at the following rate for each unit marked:

September 1, 2019	\$ 8.36
September 1, 2020	\$ 8.44
September 1, 2021	\$ 8.52

(Rate of pay per unit marked/Hourly rate inclusive of Holiday and Vacation pay. Courses may be cancelled due to insufficient enrolment).

2. A Teacher that delivers E-Learning shall be assigned a minimum of two (2) real or virtual office hours and during that time will be paid at the Continuing Education hourly rate as set out in Article L34.18 (a).

Dated at Hamilton this 10TH day of June 2020.

ON BEHALF OF
THE HAMILTON-WENTWORTH
DISTRICT SCHOOL BOARD



J. Nunn
Superintendent of Human Resource Services



P. Hutton
Manager, Labour Relations



B. Torrens
Superintendent of Programming



M. Visca
Principal



D. Kay
Labour Relations Officer



D. Steele
Human Resource Staffing Officer

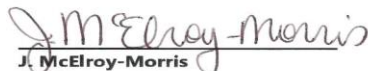
ON BEHALF OF
OSSTF DISTRICT 21
TEACHER/OCCASIONAL TEACHERS'
BARGAINING UNIT



D. Jerome
President



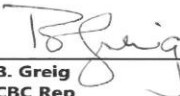
T. Powell
Chief Negotiator



J. McElroy-Morris
1st Vice President



G. Corey
Vice Chair CBC Rep



B. Greig
CBC Rep