

# **COLLECTIVE AGREEMENT**

**BETWEEN**

## **ALGOMA DISTRICT SCHOOL BOARD**

(Hereinafter referred to as the “Board”)

**AND**

## **DISTRICT 2 – ALGOMA**

## **ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION**

**REPRESENTING**

**PART X.1 AND CONTINUING EDUCATION TEACHERS**

(Hereinafter referred to as the “Union”)

**SEPTEMBER 1, 2022 – AUGUST 31, 2026**

**CONTAINING**

## **PART A: CENTRAL TERMS**

**AND**

## **PART B: LOCAL TERMS**

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## **C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT**

### **C1.1 Separate Central and Local Terms**

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

### **C1.2 Implementation**

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

### **C1.3 Parties**

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

### **C1.4 Single Collective Agreement**

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

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

### **C2.1 Term of Agreement**

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026, 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 (the Committee or 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. At the time of the request, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the Committee or either of the Central Parties has taken an action in c) below.
- 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 affected Local Parties.
- b) The Central Parties may engage in informal discussions of the disputed matter. Upon the request for informal discussions, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the discussions conclude.
- 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. The Central Parties shall consider equity, diversity, and inclusion among the criteria for selecting an arbitrator.
- c) The Central Parties may refer multiple grievances to a single arbitrator.
- d) Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

## **C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER**

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

## **C7.00 BENEFITS**

The Parties have agreed to 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) Effective September 1, 2022, the funding rate shall be set to \$6,592.31 per FTE.
- b) The funding rate shall be increased for inflation as follows on the following dates:
  - i. September 1, 2023: \$6,641.06
  - ii. September 1, 2024: \$6,657.67
  - iii. September 1, 2025: \$6,681.68

## **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.
  
- e) For the purposes of section 7.3(b) of the OSSTF ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF teachers withdrawing their full services:
  - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31<sup>st</sup> for the school year impacted by the strike or lock-out.
  
  - ii. Divide i) by 194 days.
  
  - iii. Multiply ii) by the number of strike or lockout days for OSSTF teachers at the school board.

#### **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:

| <b><u>Board</u></b>                      | <b><u>Maximum Funding Amount (a) as of September 1, 2022</u></b> | <b><u>Employer % Co-Pay (b)</u></b> |
|------------------------------------------|------------------------------------------------------------------|-------------------------------------|
| <u>Durham DSB</u>                        | \$3,187                                                          | 50%                                 |
| <u>Hastings &amp; Prince Edwards DSB</u> | \$4,781                                                          | 75%                                 |
| <u>Toronto DSB</u>                       | \$3,187                                                          | 50%                                 |
| <u>York Region DSB</u>                   | \$637                                                            | 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, inflationary increases shall be provided in each of the following years:
 

|                    |       |
|--------------------|-------|
| September 1, 2023: | 0.74% |
| September 1, 2024: | 0.25% |
| September 1, 2025: | 0.36% |
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

#### **C7.9 Payment in Lieu of Benefits**

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

#### **C7.10 WSIB Top-Up**

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

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

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

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

### **C8.00 STATUTORY LEAVES OF ABSENCE/SEB**

#### **C8.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).

- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

### **Supplemental Employment Benefits (SEB)**

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

## **C9.00 SICK LEAVE**

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

#### **a) Sick Leave Benefit Plan**

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

#### **b) Sick Leave Days**

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

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

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

**d) Eligibility and Allocation**

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their 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 their 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 their position. Where this is required, such information shall include their 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 and resources.

The Crown will endeavour to provide an informational briefing to OSSTF and OPSBA in the event of the implementation of significant new policy initiatives, such as the implementation of a new PPM, that are not brought to the Ministry Initiatives Committee. Such informational briefings may take place at the Ministry Initiatives Committee, or another forum, at any time, and may include other attendees at the discretion of the Crown.

- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
  
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
  - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
  
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

## **C12.00 OCCASIONAL TEACHERS AND PA DAYS**

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

## **C13.00 PROVINCIAL FEDERATION RELEASE DAYS**

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
  
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.

- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

#### **C14.00 E-LEARNING**

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

## **APPENDIX A – RETIREMENT GRATUITIES**

### **A. Sick Leave Credit-Based Retirement Gratuities**

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

### **B. Other Retirement Gratuities**

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

## APPENDIX B – ABILITIES FORM

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

**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.

|                                         |                            |
|-----------------------------------------|----------------------------|
| <b>Employee Name:</b><br>(Please print) | <b>Employee Signature:</b> |
| <b>Employee ID:</b>                     | <b>Telephone No:</b>       |
| <b>Employee Address:</b>                | <b>Work Location:</b>      |

### 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.**

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

**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)

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

## APPENDIX B – ABILITIES FORM

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

|                                                                           |  |
|---------------------------------------------------------------------------|--|
| <b>Completing Health Care Professional Name:</b><br><b>(Please Print)</b> |  |
| <b>Date:</b>                                                              |  |
| <b>Telephone Number:</b>                                                  |  |
| <b>Fax Number:</b>                                                        |  |
| <b>Signature:</b>                                                         |  |

**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, unless modified by voluntary interest arbitration award. For further clarity, if language exists, the following items are to be retained as written in 2019-2022 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. Early Retirement Incentive Plan
2. Hiring Practices
3. Occasional Teacher PD and Training
4. Voluntary Unpaid Leaves of Absence Program
5. Professional Colleges Requirements
6. Job Security
7. Education Program Funding
8. Employee Advocacy Program Funding

## **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. Pregnancy SEB Language**

- a) Seniority and experience continue to accrue during Pregnancy leave.
- b) Employees living in Quebec and eligible for benefits under the QPIP, are also eligible for this SEB plan.

**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 Appendix B as updated November 7, 2018 and 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.

**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: Employee Mental Health**

The Parties jointly recommend to the Provincial Working Group – Health and Safety (PWGHS) that Employee Mental Health be added as a standing item to the agenda.

**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: Online Reporting Tool for Violent Incidents for the Provincial Schools Authority**

Notwithstanding Letter of Agreement RE: Workplace Violence, the Provincial Schools Authority shall have a functioning Online Incident Reporting Tool consistent with Memorandum SB06, dated April 19, 2018, by September 2024. The employer shall meet with the bargaining unit to ensure consistency with Memorandum SB06.

Any disagreement as to whether the reporting tool implemented by the employer is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee ("CLRC").

If the CLRC determines that the reporting tool implemented by the employer is not consistent with Memorandum SB06, it will advise the employer of any remaining issues relating to the implementation of the reporting tool. The employer will implement any necessary changes.

## **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 30<sup>th</sup> 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 that have been referred to arbitration.

The intent of the Model is to:

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

**Phase 1**

Following ratification of the central terms, the Parties shall meet at least one day per month to discuss the elements of a Streamlined Arbitration Process Model. The Parties shall finalize the contents of the Model within six months.

**Phase 2**

Should the Parties fail to agree, a jointly agreed upon mediator shall be engaged within 30 days to facilitate completion of the Model.

**Phase 3**

Once the Model is finalized, OSSTF and OPSBA shall identify at least two school boards and teacher bargaining units to voluntarily participate in the Pilot.

#### **Phase 4**

Two years following the implementation of the Pilot by the local school boards/teacher bargaining units, the Parties will meet to evaluate the Pilot. At that time, and at any other time the Parties mutually agree to, the Parties may meet and make any necessary modifications through mutual agreement. The Parties may also choose to expand the number of school boards and teacher bargaining units participating in the Pilot.

The Parties retain the right to end their participation in the Pilot at any time, and/or jointly modify the timelines contained in this Letter of Agreement.

**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')**

**AND**

**The Crown**

**RE: Short Term Paid Leaves – Leave for Indigenous Practice/Days of Significance**

The Parties agree that Short Term Paid Leaves (number of days) has been addressed at the central table and that the number of short term paid leave days shall remain status quo.

Usage of short term paid days remains available for local bargaining.

The Parties jointly agree to encourage local parties to consider adding the following language to existing short term paid leave provisions:

Indigenous Teachers may use existing short term paid leave:

- a. to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work and/or
- b. for attendance at Indigenous cultural/ceremonial events.

**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.

**LETTER OF AGREEMENT #14**

**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: Hybrid Instruction**

The parties acknowledge that in most instances other instructional methods, including in-person learning and e-learning, are preferred over hybrid instruction and provide better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

**LETTER OF AGREEMENT #15**

**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: Preparation Time**

1. The Parties and the Crown recognize the importance of regular daily preparation time for teachers.
2. For the 2024-25 and 2025-26 school years, School Boards/Employers shall ensure that the scheduling of preparation time aligns with practices that were in place in the 2018-19 school year.
3. This does not preclude the implementation of existing alternative programs that are in place in the system, after consultation with the local bargaining unit.
4. New alternative programs that do not exist in the system and do not provide daily preparation time may only be established with mutual agreement between the local parties.
5. Where an alternative program has been established (as per paragraph 3 or 4) and a teacher is scheduled without daily preparation time, at the request of the teacher, the School Board/Employer will place the teacher in a different assignment while adhering to the existing local staffing processes.
6. This Letter of Agreement shall be subject to Part B provisions, including but not limited to preparation time, supervision, and on-call provisions.



**LETTER OF AGREEMENT #16**

**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: Bereavement Leave**

1. The local bargaining unit shall decide whether or not to insert the following into the local (Part B) collective agreement, with such language replacing existing bereavement language in its entirety:

Teachers shall be provided with three (3) regularly scheduled work days' bereavement leave without loss of salary or wages immediately upon the death of and/or to attend a funeral or other ceremony for an employee's spouse, parent, step-parent, child, step-child, grandparent, grandchild, sibling, spouse's parent, or child's spouse.

2. Teachers shall be as defined as in C3.3.

**LETTER OF AGREEMENT #17**

**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: Violence Prevention Health and Safety Training**

Effective in the 2023-24 school year and in each subsequent year, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to teachers. This shall include the following topics: Online Incident Reporting Software, and Notification of Potential Risk of Injury. Other possible topics may include: Prevention and De-escalation of Violence, Effective Risk Assessments and Safety Plan Development, Use of Truncated Student Safety Plan and General Safety Plan.

The Parties agree that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

**LETTER OF AGREEMENT #18**

**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: Workplace Violence**

The Parties acknowledge that school boards and supervisors are required to provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behaviour, if the worker can be expected to encounter that person in the course of their work and the risk of workplace violence is likely to expose the worker to physical injury.

School Boards and supervisors must not disclose more personal information about a person with a history of violent behaviour than is reasonably necessary to protect workers from physical injury. For instance, workers may not need to know specific personal information, but will be provided with information on the measures and procedures to be followed as part of the workplace violence program in order to protect themselves.

In the case of student safety plans, procedures should be in place so that workers who work directly with the student have access to the student safety plan.

The Parties acknowledge that online reporting tools have been implemented by School Boards, as initiated by 2018:SB06, and the existing systems will be maintained.

By November 30, 2023, school boards will recirculate the *Workplace Violence in School Boards: A Guide to the Law* (released in 2018 by the Ministry of Labour) to local health and safety committees.

**LETTER OF AGREEMENT #19**

**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: Occasional Teacher Information Package**

Before the beginning of an assignment, occasional teachers shall be provided the following:

- i) A map of the school with room numbers, where available
- ii) Keys for appropriate classrooms and where required for access to staff washrooms;
- iii) The absent teachers schedule for the day. This will include any required supervision and times when classes change;
- iv) Lesson plans or other instructions for the classes of the absent teacher;
- v) Class lists, including any available seating plans with photographs where possible. The class lists will indicate which students have further information identified in vi) and vii) below;
- vi) The location of and access to student safety plans or equivalent (which shall include known triggers) for students that are in the classes assigned to the occasional teacher, including coverage of classes as part of supervision;
- vii) The location and access to information and procedures for students known to have severe health issues that are in the classes assigned to the occasional teacher, including coverage of classes as part of supervision;
- viii) Written safety procedures including emergency protocol, lock down and lock out procedures, or any other emergency processes that the occasional teacher would be expected to follow;
- ix) Other procedures, in writing, that the occasional teacher is required to follow during the day; and
- x) Where supplemental provisions exist in Part B of the collective agreement they shall remain in effect.

**LETTER OF AGREEMENT #20**

**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: Learning and Services Continuity and Sick Leave Usage Task Force**

The Parties and the Crown agree to establish a provincial task force to review data and explore leading practices related to learning and service continuity and sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of OSSTF and OPSBA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating a sector-wide task force. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. explore data and best practices relating to sick leave initiatives including return to/remain at work practices;
2. gather and review information including but not restricted to the following:
  - a. utilization of the sick leave and short-term disability plans;
  - b. a jurisdictional scan on sick leave and short-term disability plans from the education sector in Canada and other broader public sector employers;
3. report its findings to school boards and local unions.

The task force shall complete its work by August 31, 2025.

**LETTER OF AGREEMENT #21**

**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:     Hiring Practices**

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

**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 STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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



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

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

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

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

### **3. Short Term Paid Leaves**

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

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

### **4. Retirement Gratuities**

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

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

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

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

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

*[insert current Retirement Gratuity language from local collective agreement]*

## **OSSTF TEACHERS – PART B: LOCAL TERMS**

### **ARTICLE 1: PURPOSE**

- 1.1.1** It is the purpose of this Agreement to set forth all salaries, allowances, benefits, terms and conditions of employment governing secondary school teachers who are certified by the Ontario College of Teachers, hereinafter referred to as “Members” employed by the Algoma District School Board.
- 1.1.2** This Agreement clarifies and confirms the Board’s roles, responsibilities, commitments and rights in developing and administering the education environment. The Parties agree that the educational and developmental needs of students are first and foremost. The Parties further agree to work cooperatively to endeavour to provide the highest possible quality of educational service to our students.
- 1.1.3** Any amendments, deletions, additions and deviations to or in the clauses shall be made only by mutual consent of the Parties in writing.
- 1.1.4** Both Parties shall be bound by appropriate legislation of Canada and the Province of Ontario.
- 1.1.5** Where legislative changes are made which directly affect any provision of this Agreement upon the request of either Party, a meeting will be held to discuss clarification on the implication of the legislative changes.

### **ARTICLE 2: MANAGEMENT RIGHTS**

- 2.1.1** The Board retains the right of management except as expressly limited by the Collective Agreement, including but not restricted to:
  - a) The right to hire, assign, appoint, suspend, promote, classify, create or remove positions.
  - b) The right to make, alter from time to time and enforce practices and procedures to be observed by the Members. Such practices and procedures shall not be contrary to the terms of this Agreement. Any exercise of this right which changes a practice or procedure, shall be communicated to the Bargaining Unit President before implementation of the proposed changes.
  - c) The right to operate the schools in accordance with the Education Act of Ontario and the laws of Ontario and require all Members to comply with same.

- d) The right to discipline, demote or discharge a Member for just cause.

### **ARTICLE 3: RECOGNITION AND BARGAINING UNIT RIGHTS**

- 3.1.1** The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as **the exclusive** Bargaining Agent for every teacher, **as defined in the Education Act**, or temporary teacher (including teachers on a Letter of Permission), other **than** an Occasional Teacher, who is assigned to one or more secondary schools or who performs duties in respect of such schools all or most of the time and on behalf of Adult and Continuing Education Teachers.
- 3.1.2** The Board recognizes the Negotiating Team of the Bargaining Unit as the group authorized to negotiate on behalf of the OSSTF.
- 3.1.3** Both Parties recognize the right of the other to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the Collective Agreement.
- 3.1.4** When a Principal or Supervisor calls a Member to a meeting, which may result in discipline, the Principal or Supervisor shall inform the Member about the nature of the meeting, and advise the Member that they are entitled to OSSTF representation.
- 3.1.5** The Board shall provide at an appropriate location in each workplace bulletin board space for the use of the Union for purposes of posting Union or Bargaining Unit notices for Members. It is required that posted materials be initialed by the Principal or Designate.
- 3.1.6** The Bargaining Unit shall notify the Board, in writing, of the names of those persons elected to office in the Union and of persons authorized by the Union to represent Members in a particular school or workplace on behalf of the Union.
- 3.1.7**
  - a) Union Representative(s) shall be allowed to confer with individual Member(s) on the Board's premises outside of School Day hours, unless otherwise approved by the Board, provided the Union Representative follows school protocols regarding visitors in the school.

- b) The Bargaining Unit may be allowed to hold Union Meetings on the Board's premises outside of the regular School Day. Arrangements for the use of the Board's facilities for meetings shall be made in accordance with Board policies and procedures. Upon request, the Union shall reimburse the Board in accordance with the Community Use of Schools Policies and Procedures.

**3.1.8** The length of the school year shall be the minimum required under the Education Act.

#### **ARTICLE 4: HEALTH AND SAFETY**

**1.1** The Board, the Federation and its members will comply with the provisions of the Occupational Health and Safety Act and Regulations as it may be amended from time to time.

**4.2** The Board and Federation recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

**4.3** The Workplace Health and Safety Representative(s) shall be informed as soon as possible by the Supervisor or Board whenever the Employer informs the Health and Safety Officer, a Joint Health and Safety Committee Chair, or Certified Member of an incident in that Workplace that could affect the members of the Bargaining Unit.

**4.4** The Board shall make available to the Bargaining Unit President the most current policies and procedures with respect to all elements of workplace safety.

**4.5** As a matter of safety, the Board shall provide every member keys to their workplace(s) to access the main exterior door and all interior doors to classrooms and staff workspaces in which they might reasonably be expected to teach and/or work.

#### **ARTICLE 5: LABOUR-MANAGEMENT COMMITTEE**

**5.1.1** There shall be a Labour-Management Committee consisting of up to three (3) members appointed by the Employer and up to three (3) appointed by the Bargaining Unit.

- 5.1.2** The Committee will meet to discuss issues pertinent to the Parties.
- 5.1.3** Up to four (4) meetings each school year shall be held at the request of either party. The Board and the Bargaining Unit may agree to video or teleconference.

## **ARTICLE 6: QUALIFICATIONS**

- 6.1.1** A Member is qualified to teach if they hold appropriate certification as determined by the Ontario College of Teachers and the Acts and Regulations.

## **ARTICLE 7: PERSONNEL FILES**

- 7.1.1** On request to the Superintendent/Manager of Human Resources, a Member shall once per semester, by appointment, have access to the Board's personnel file on the Member and shall have the right to make copies of any material contained in such file. Appointments shall be during regular office hours and the File will be viewed in the presence of a designated Board representative. Subject to the foregoing, the Member may designate in writing an OSSTF executive officer as an alternate to view or copy the File on behalf of the Member.
- 7.1.2** Additional requests for access or copies may be granted at the discretion of the Superintendent/Manager of Human Resources.
- 7.1.3** The Member may be charged reasonable costs for said copies at the discretion of the Superintendent/Manager of Human Resources.
- 7.1.4** Upon request, the Member may be accompanied by one other Member, who shall have access to the information contained in the File.
- 7.1.5** Where a Member disputes the accuracy or completeness of any of the information in the File, other than Evaluation Reports, the Member should follow the procedures outlined in the Freedom of Information Act.
- 7.1.6** Documents contained in the Human Resources Personnel file of a disciplinary nature and all supporting documents shall be removed from these files two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment, or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the Human Resources Personnel file.

## **ARTICLE 8: PROBATIONARY PERIOD**

### **8.1.1**

- a) A newly hired teacher shall serve a probationary period of ten consecutive teaching months from the first day worked.
- b) The Board may, on a case by case basis, extend the probationary period of a teacher for a further ten teaching months provided the teacher is given reasons in writing at least ten (10) working days prior to the expiration of the probationary period.
- c) A teacher who is absent for any period in excess of twenty (20) working days in either the first ten-month period (prorated for part time) or the second ten-month period if an extension has occurred, will have the length of the probationary period extended by a period equal to the length of the absence.
- d) A teacher who is declared laid off prior to completing their probationary period and who is subsequently recalled, will be on probation for the period of time required to satisfactorily complete the probationary period. The application of this clause does not prevent the Board's application of clauses (b) and (c), in addition to (d).

## **ARTICLE 9: RETIREMENT/RESIGNATION**

### **9.1 Semestered Schools**

- 9.1.1** A Member assigned to teach in a semestered school shall notify the Board, in writing, not later than November 1, of the Member's intent to resign or retire effective the end of Semester One of the same school year.

In addition, within two (2) weeks of their acceptance of another position, a Member shall be required to notify the Algoma District School Board, in writing, of their resignation effective the end of Semester One and such notice shall in any case not be later than November 1.

Notwithstanding the above, a Member on Leave who accepts a teaching position with another School Board in Ontario shall be deemed to have resigned from their position with the Algoma District School Board.

- 9.1.2** A Member assigned to teach in a semestered school shall notify the Board, in writing, not later than the first school day following the March Break of the Member's intent to retire effective the end of that same school year.

In addition, within two (2) weeks of their resignation or acceptance of another position, a Member shall be required to notify the Algoma District School Board, in writing, of their resignation effective the end of that school year and such notice shall in any case not be later than the first school day following the March Break.

Notwithstanding the above, a Member on Leave who accepts a teaching position with another School Board in Ontario shall be deemed to have resigned from their position with the Algoma District School Board.

## **9.2 Non-Semestered Schools**

- 9.2.1** A Member assigned to teach in a non-semestered school shall notify the Board, in writing, not later than November 1 of the Member's intent to resign or retire effective December 31.

In addition, within two (2) weeks of their acceptance of another position, a Member shall be required to notify the Algoma District School Board, in writing, of their resignation effective December 31 and such notice shall in any case not be later than November 1.

Notwithstanding the above, a Member on Leave who accepts a teaching position with another School Board in Ontario shall be deemed to have resigned from their position with the Algoma District School Board.

- 9.2.2** A Member assigned to teach in a non-semestered school shall notify the Board, in writing, not later than the first school day following the March Break of the Member's intent to resign or retire effective the end of that school year.

In addition, within two (2) weeks of their acceptance of another position, a Member assigned to teach in a non-semestered school shall be required to notify the Algoma District School Board, in writing, of their resignation effective the end of that school year and such notice shall in any case not be later than the first school day following the March Break.

Notwithstanding the above, a Member on Leave who accepts a teaching position with another School Board in Ontario shall be deemed to have resigned their position with the Algoma District School Board.



### **9.3 Mutual Agreement**

**9.3.1** Nothing herein prevents a Member and the Board from mutually agreeing to a Member's resignation or retirement at any time. In such scenarios, the Member shall provide at least two weeks' notice of their resignation or retirement, except where the Member is on an Extended Leave of Absence.

### **9.4 Other**

**9.4.1** Notwithstanding Article 9.1, 9.2 and 9.3 above, Members eligible for Retirement Gratuity or Service Gratuity in this Collective Agreement must comply with resignation notice deadlines contained in those Articles.

## **ARTICLE 10: SENIORITY**

### **10.1 Seniority List**

**10.1.1** The Seniority List prepared by the Bargaining Unit shall be the basis for future accumulation of seniority. The method of preparation of the List shall be published by the Bargaining Unit.

**10.1.2** A preliminary copy of the effective Seniority List shall be supplied by the Bargaining Unit to the Board by December 15 of each year and a final copy by March 15.

**10.1.3** The Seniority List shall contain all Members covered by this Collective Agreement under contract to the Algoma District School Board.

**10.1.4** Seniority shall be defined as continuous service with the Algoma District School Board counted from the first day worked with the Board.

### **10.2 Future Accumulation of Seniority**

**10.2.1** All Members on the Seniority List shall accumulate one year of Seniority for each year of employment as a Secondary School Teacher with the Algoma District School Board and such time shall be counted from the first day worked with the Board.

**10.2.2** Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:

- a) total years of secondary teaching experience with the Board and its predecessor Boards; then

- b) total years of teaching experience in Ontario; then
- c) total years of teaching experience in Canada; then
- d) by lot conducted by a Superintendent and the Bargaining Unit President.

**10.2.3** In applying the above criteria, the steps shall be applied in order as required until the tie is broken. Once a tie has been broken, the ranking remains.

**10.2.4** Members on Leave for each period of leave of up to two (2) years shall accumulate seniority on the Seniority List and retain full seniority rights.

**10.2.5** Members with an assignment that is less than full time shall be considered fully employed for the purpose of Seniority.

### **10.3 Additions to the Seniority List**

**10.3.1** The Board shall provide OSSTF with the names and first day worked of Secondary Teachers newly employed, and they shall be placed on the Seniority List by the Union at the first opportunity. These Members shall accumulate seniority from their most recent first day worked as Secondary School Teachers under this Collective Agreement with the Board.

### **10.4 Deletions from the Seniority List**

**10.4.1** The Member's name shall be deleted from the Seniority List when:

- a) the Member's recall rights under Article 25 have expired, or
- b) the Member voluntarily leaves the employ of the Board, or
- c) the Member is released for reasons other than lay off, or
- d) the Member is laid off and selects severance instead of Recall, or
- e) the member is deceased.

## **ARTICLE 11: METHOD OF PAYMENT**

**11.1.1** From the start of the 1999/2000 School Year and beyond:

3.84615% of the annual salary commencing on the second (2nd) Wednesday of September and

3.84615% of the annual salary on every second Wednesday thereafter. (100% of salary to be paid by August 31st of each school year.)

#### **11.1.2**

- a) In the event of an overpayment of salary, the Parties agree that the amount of overpayment shall be repaid to the Board forthwith, unless some other mutually acceptable schedule of repayment is arranged with the Board by the Member.
- b) In the event of an underpayment of salary by the Board, the Parties agree that the amount of underpayment shall be paid to the Member on the next regularly scheduled pay date.

#### **11.1.3**

- a) The Board shall provide direct deposit of salary for all Members covered by this Collective Agreement to a bank or credit union within the jurisdictional area of the Board, according to the Member's choice.
- b) If a Member leaves the employ of the Board due to retirement or resignation before the end of the current Pay Year (August 31) or takes Pregnancy or Parental Leave during the current Pay Year, any outstanding remuneration due to the Member will be calculated based on the Member's daily rate of pay. The Member shall be paid a salary according to the following formula:

$$\frac{\text{Number of days which the Member has worked}}{\text{Total number of school days in the school year}} \times \text{Annual Salary}$$

Members retiring will receive any outstanding salary by their approved retirement date.

- c) Where a statutory holiday falls on a Pay Day, the Board shall pay on the last regular banking day prior to the statutory holiday.

### **ARTICLE 12: FEDERATION DUES**

- 12.1.1** On each pay date on which a Member is paid the Board shall deduct from each Member the OSSTF dues and any dues chargeable by the Bargaining Unit. 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.

**12.1.2** The OSSTF dues deducted in 12.1.1 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 month in which the deductions were made. Such remittance shall be accompanied by a List identifying the Members, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.

**12.1.3** Dues specified by the Bargaining Unit in 12.1.1, if any, shall be deducted and remitted to the Treasurer of OSSTF District 2 no later than the fifteenth (15) of the month following the month in which the deductions were made. Such remittance shall be accompanied by a List identifying the Members, their S.I.N. numbers, annual salary, salary for the period, and the amount deducted.

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

## **ARTICLE 13: EMPLOYMENT INSURANCE REBATE**

**13.1.1** The Board agrees to pay to those Members of the Bargaining Unit who are eligible, any applicable monies resultant from an Employment Insurance Rebate program that has been approved for the Board and Bargaining Unit by Human Resources Canada.

## **ARTICLE 14: CERTIFICATION**

### **14.1.1**

- a) The placement of teachers in their appropriate group on the salary schedule shall be made in accordance with the current OSSTF Certification Plan or Qualifications Evaluation Council of Ontario (QECO), upon receipt of the Certification Rating Statement by the Superintendent/Manager of Human Resources.

It shall be the Member's responsibility to make arrangements with QECO in order to ensure that the Superintendent/Manager of Human Resources receives the Certification Rating Statement in a timely manner.

**14.1.2** A Member will be eligible for a retroactive salary adjustment to September 1 if the Certification Rating Statement is provided to the Employer by June 30 of that school year.

- 14.1.3** Notwithstanding Article 14.1.2, a member who qualifies for a group change on the basis of new educational qualifications, completed after September 30, shall be eligible for a salary adjustment retroactive to the date in which the new requirements were completed.
- 14.1.4** A Member who enters employment on contract with the Board after the beginning of the school year shall be paid the salary for which the Member is eligible at the time of employment prorated for time worked based on the verification of qualifications, eligibility and experience (related and teaching) provided by the Member.
- 14.1.5** Notwithstanding Article 14.1.2, the eligibility for retroactive salary adjustment will be extended only when circumstances are deemed by the Board to be beyond the control of the member.
- 14.1.6** A Member once placed on the Grid in their Salary Category Grouping will be paid at the Category whether or not they are teaching the subject(s) making them eligible for that Category.
- 14.2.1** All members, regardless of certification, will be paid on the Wage Grid. The minimum salary for any member will be Category 1, year 0.
- 14.2.2** Experience, as outlined in Article 16, shall apply to all members, regardless of certification.
- 14.2.3** If an uncertified member becomes certified during the course of their contract term, and therefore receives a certification statement from QECO, any changes to placement on the Wage Grid will be made as outlined in Article 14.
- 14.2.4** An uncertified member who does not become certified prior to May 15 in the year of their one-year anniversary date shall be subject to Article 25. The uncertified member would not possess the required qualification to hold the position and therefore would be in a position of surplus and would be laid off. The Board and the Union may mutually agree to extend the May 15 deadline for members to obtain their certification before being subject to Article 25.
- 14.2.5** Following the staffing process, the laid off uncertified member may re-apply for the position if it remains unfilled and is posted.

## **ARTICLE 15: POSITIONS OF RESPONSIBILITY: SUBJECT AREA HEADS POSITIONS**

**15.1.1** The Leadership Model outlined herein was implemented effective September 1, 2007, with adjustments to be implemented effective September 1, 2016.

### **15.1.2**

- a) To hold a Position of Responsibility as a Subject Area Head (Major and Minor), a Member must hold a Specialist Certificate in a minimum of one (1) subject area within the assigned Organizational Unit of Responsibility.
- b) Per Article 15.1.2 (a), the Board shall not appoint a Member to a Position of Responsibility who does not possess a Specialist Certificate within the assigned Organizational Unit of Responsibility.
- c) The Board may appoint a Member, who does not, at the time of appointment, possess a Specialist Certificate within the assigned Organizational Unit of Responsibility, to an acting Position of Responsibility for, a term of no more than one (1) year's duration.
- d) If a Member who is appointed to an acting Position of Responsibility, as described in paragraph 2(b) above, receives a Specialist Certificate prior to May 15 in the year of their one-year anniversary date, their position shall be converted into a Position of Responsibility as set out in Article 15.1.2.
- e) A Member who holds an acting Position of Responsibility may not hold such a position for two consecutive terms unless extended by mutual consent of a Superintendent of the Board and the Bargaining Unit President.

### **15.1.3**

- a) The Leadership Model is based on a cluster of subject areas organized under the leadership of one Subject Area Head.
- b) The number of Subject Area Heads and their status as Major or Minor Head will be determined by the course sections allocated within a school for the following school year.

**15.1.4** The following will be used to determine the number of Positions of Responsibility allocated to each secondary school within the Algoma District School Board:

- a) For secondary schools with 230 course sections or greater, there will be twelve (12) Subject Area Head positions

- b) For secondary schools with 205 – 229 course sections, there will be eleven (11) Subject Area Head positions
- c) For secondary schools with 180 – 204 course sections, there will be ten (10) Subject Area Head positions;
- d) For secondary schools with 155 – 179 course sections there will be nine (9) Subject Area Head positions
- e) For secondary schools with 130 – 154 course sections there will be eight (8) Subject Area Head positions
- f) For secondary schools with 105 – 129 course sections there will be seven (7) Subject Area Head positions
- g) For secondary schools with 90 – 104 course sections there will be six (6) Subject Area Head positions
- h) For secondary schools with 75 – 89 course sections, there will be five (5) Subject Area Head positions
- i) For secondary schools with 60 – 74 course sections, there will be four (4 ) Subject Area Head positions
- j) For secondary schools with less than 60 course sections, there will be three (3) Subject Area head positions

#### **15.1.5**

- a) A “Major Head position and remuneration will be granted to departments with 21 sections and over
- b) A “Minor Head” position and remuneration will be granted to departments with less than 21 sections
- c) There will be an Assistant Subject Area Head in any subject with more than 12 sections within a cluster of subjects, unless the major or minor subject area head has qualifications in that subject. English, Math, and Science subjects within a cluster of subjects will have an Assistant Subject Area Head where there are more than 12 sections in that subject, regardless of whether the major or minor subject area head has qualifications in that subject.
- d) All schools will have a Major Subject Area Head in Student Services, responsible for areas including, but not exclusive to Guidance, Library, Special Education, Coop, Alternative, and Learning to 18 programs.

- e) To hold a Position of Responsibility as an Assistant Subject Area Head, the successful candidate must hold at least one (1) Ontario College of Teachers qualification within the applicable subject area cluster, with the following understanding:
- i. Teachers who do not possess the required qualification are still eligible to apply for the position and;
  - ii. If successful, the Teacher will be appointed to the Assistant Subject Area Head position on an acting basis;
  - iii. If a Member who is appointed to an Acting Assistant Subject Area Head position, as described in 15.1.5 (e) (ii) above, receives the required qualification prior to May 15 in the year of their one-year anniversary date, the position shall be converted into an Assistant Subject Area Head position as set out in Article 15.1.5 (e)

**15.1.6** The designation of Subject areas for the allocated number of Subject Area Heads for a secondary school will be as follows:

| <b>Number of Course Sections</b> | <b>Number of Subject Area Heads</b> | <b>Areas for Subject Area Heads</b>                                                                                                                                                                                                                   |
|----------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Less than 60                     | 3                                   | <ul style="list-style-type: none"> <li>- Arts/Languages/Healthy Active Living/Social Sciences</li> <li>- Technical Studies/Math/Business/Science/Computers</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul>                       |
| 60 – 74                          | 4                                   | <ul style="list-style-type: none"> <li>- Arts/Languages/Healthy Active Living/Social Sciences</li> <li>- Technical Studies</li> <li>- Math/Business/Science/Computers</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul>            |
| 75 – 89                          | 5                                   | <ul style="list-style-type: none"> <li>- Arts/Languages</li> <li>- Technical Studies</li> <li>- Math/Business/Science/Computers</li> <li>- Healthy Active Living/Social Sciences</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul> |
| 90 – 104                         | 6                                   | <ul style="list-style-type: none"> <li>- Arts/Languages</li> <li>- Technical Studies</li> </ul>                                                                                                                                                       |



|           |    |                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |    | <ul style="list-style-type: none"> <li>- Math/Business/Science/Computers</li> <li>- Healthy Active Living/Family Studies</li> <li>- Geography/Civics and Careers/History/Law/General Social Sciences</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul>                                                                                                                               |
| 105 – 129 | 7  | <ul style="list-style-type: none"> <li>- Arts/Languages</li> <li>- Technical Studies</li> <li>- Math/Business/Computers</li> <li>- Science</li> <li>- Healthy Active Living/Family Studies</li> <li>- Geography/Civics and Careers/History/Law/General Social Sciences</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul>                                                             |
| 130 – 154 | 8  | <ul style="list-style-type: none"> <li>- Visual Arts/Dramatic Arts/Media Arts/Music</li> <li>- Languages</li> <li>- Technical Studies</li> <li>- Math/Business/Computers</li> <li>- Science</li> <li>- Healthy Active Living/Family Studies</li> <li>- Geography/Civics and Careers/History/Law/General Social Sciences</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul>            |
| 155 – 179 | 9  | <ul style="list-style-type: none"> <li>- Visual Arts/Dramatic Arts/Media Arts/Music</li> <li>- Languages</li> <li>- Technical Studies</li> <li>- Math</li> <li>- Business/Computers</li> <li>- Science</li> <li>- Healthy Active Living/Family Studies</li> <li>- Geography/Civics and Careers/History/Law/General Social Sciences</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul> |
| 180 – 204 | 10 | <ul style="list-style-type: none"> <li>- Visual Arts/Dramatic Arts/Media Arts/Music</li> <li>- Languages</li> <li>- Technical Studies</li> <li>- Math</li> <li>- Business/Computers</li> <li>- Healthy Active Living</li> <li>- Science</li> </ul>                                                                                                                                                      |

|                |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                |    | <ul style="list-style-type: none"> <li>- Geography/Civics and Careers</li> <li>- History/Law/General Social Sciences/Family Studies</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul>                                                                                                                                                                                                                                                                 |
| 205 – 229      | 11 | <ul style="list-style-type: none"> <li>- Visual Arts/Dramatic Arts/Media Arts/Music</li> <li>- French Immersion and/or Languages</li> <li>- English</li> <li>- Technical Studies</li> <li>- Math</li> <li>- Business/Computers</li> <li>- Healthy Active Living</li> <li>- Science</li> <li>- Geography/Civics and Careers</li> <li>- History/Law/General Social Sciences/Family Studies</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul>            |
| 230 or greater | 12 | <ul style="list-style-type: none"> <li>- Visual Arts/Dramatic Arts/Media Arts/Music</li> <li>- French Immersion and/or Languages</li> <li>- English</li> <li>- Technical Studies</li> <li>- Math</li> <li>- Business/Computers</li> <li>- Healthy Active Living</li> <li>- Science</li> <li>- Geography/Civics and Careers</li> <li>- History/Law</li> <li>- Family Studies/General Social Sciences</li> <li>- Student Services</li> <li>- Indigenous Studies</li> </ul> |

**15.1.7** Notwithstanding the above, Algoma Education Connection will have three (3) Subject Area Heads. The grouping of subjects will be mutually agreed to by the parties.

**15.1.8** At White Pines C. & V.S., a Major Subject Area Head will be granted for the Life Skills program which includes, but is not limited to Field School and D.A.R.E. program sections and is not to exceed the total number of Subject Area Heads designated as per Article 15.1.6.

Math and Business/Computers will be combined within a cluster of subjects.

### 15.1.9 Responsibility Allowance

- a) All Subject Area Heads, Major, Minor, or Assistant referred to in this Leadership Model will receive a Responsibility Allowance in recognition of the additional responsibility based on a system-wide calculation. The Funding for the number of Subject Area Heads is based on the previous year's Ministry Allocation of Funds.

The ratio of the amount of Allowance for Major Subject Area Heads to Minor Subject Area Heads to Assistant Subject Area Heads shall be 1.5 : 1.0 : 0.25 and the formula shall be as follows:

$$\begin{aligned} & ((\# \text{ of Major SAHs} \times 1.5 A) + (\# \text{ of Minor SAHs} \times 1.0 A) \\ & \quad + ((\# \text{ of Assistant SAHs} \times 0.25 A) \\ & = \text{Ministry Allocation of Funds} \end{aligned}$$

Where:

SAH - Subject Area Head

1.5 A - Allowance for Major SAH

1.0 A - Allowance for Minor SAH

0.25 A - Allowance for Assistant SAH

The Board shall report on a yearly basis to the Bargaining Unit President any changes to the responsibility allowance and/or to the number of positions of responsibility for the following school year. This report shall be provided to the Bargaining Unit President prior to posting open positions of responsibility during the staffing process. If there are no postings for positions of responsibility in any given year, the report shall be provided to the Bargaining Unit President prior to the end of the school year.

- 15.1.10** The Board shall appoint a Member as an Acting Subject Area Head or Acting Assistant Subject Area Head while another member in that role is absent.

- 15.1.11** Open Positions of Responsibility during the staffing process shall be posted board-wide. Acting Positions of Responsibility shall be posted internally within the school.

- 15.1.12** In cases of declining enrolment in a school, where positions of responsibility are eliminated and/or combined, all affected positions will be posted within the school. Staff currently holding a position of responsibility will be given preferential consideration. Positions which are not filled in this manner will be posted across the Algoma District School Board. Any unfilled positions after this process may be posted externally.
- 15.1.13** Subject Area Heads or Assistant Heads shall not perform any evaluative aspect of teacher performance appraisal or take part in job interviews.

## **ARTICLE 16: EXPERIENCE**

### **16.1 General**

- 16.1.1** Member Experience shall be calculated annually each September. No teacher shall accumulate more than one (1) years' experience per school year and, in any case, no teacher shall accumulate more than one hundred percent of one (1) day.
- 16.1.2** No Experience credit shall have the effect of a total salary that would pierce the maximum of the Wage Grid.
- 16.1.3** A Member who enters employment with the Board after the beginning of the school year, shall be paid the salary for which the Member is eligible at the time of employment pro-rated for time worked based on the verification of Experience documentation provided by the Member.

### **16.2 Related Experience**

- 16.2.1** Members with Board approved directly related technical, business or professional experience shall be credited at one (1) year of Experience on the Wage Grid for each one (1) year of Board approved directly related technical, business or professional experience to a maximum of five (5) years of Experience on the Wage Grid, rounded to the nearest tenth.

**16.2.2** It is the Member's responsibility to make all arrangements in respect to provision of acceptable proof to the Board. In order to be eligible for the Experience credit described in Article 16.2.1 for the entire school year, the Member shall provide acceptable proof by June 30 of that school year, or within five (5) months from the date of appointment, should it be later than the beginning of the school year.

### **16.3 Teaching Experience**

#### **16.3.1**

- a) Proven Teaching Experience acceptable to the Board as defined in Article 16.3.3 shall be recognized for placement on the Wage Grid at a one to one ratio to the maximum. Part-Time Teaching Experience shall be prorated.
- b) As of September 1, 2019, the maximum hours available to a full time Adult Day School Teacher is 25 hours per week. Should the maximum hours fluctuate, that maximum will be considered a full time schedule.

Adult Day School teachers teaching the maximum hours available of a full time schedule over the course of a school year shall be recognized for placement on the wage grid for the equivalency of one full year teaching experience. Part-time work shall be pro-rated accordingly.

- c) Proven occasional and other credit-granting continuing education Teaching Experience, acceptable to the Board, as a Certified Teacher shall be recognized for placement on the Wage Grid as the number of days worked (including any leave days for which experience is granted) by the Teacher divided by the number of instructional days plus the number of Professional Activity days designated by the Ministry of Education. Part time days will be pro-rated.

A full semester of teaching shall be recognized as 0.5 of a Year's Teaching Experience for placement on the Wage Grid.

**16.3.2** It is the Member's responsibility to make all arrangements in respect to provision of acceptable proof of Teaching Experience to the Board. In order to be eligible for the Experience credits described in Article 16.3.1 (a) and (b) for the entire school year, the Member shall provide acceptable proof by June 30 of that school year, or within five (5) months from the date of appointment, should it be later than the beginning of the school year.

**16.3.3** Teaching Experience acceptable to the Board:

Proven Teaching Experience must be experience as a Certified Teacher:

- in an Ontario School Board or in a School Board operated under the authority of the Acts and Regulations of a Ministry in a Canadian Province or territory;
- operated by the Department of Indian Affairs;
- with the Department of National Defense;
- with an acceptable government run school in another country;
- any other teaching experience mutually agreed to by the Parties

## **ARTICLE 17: WAGES**

### **17.1 WAGE GRIDS**

a) Effective September 1, 2022: 3%

| <b>Year</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |
|-------------|----------|----------|----------|----------|
| 0           | 51,233   | 52,896   | 57,769   | 60,863   |
| 1           | 54,826   | 56,719   | 61,815   | 65,004   |
| 2           | 58,420   | 60,544   | 65,856   | 69,152   |
| 3           | 62,013   | 64,365   | 69,898   | 73,296   |
| 4           | 65,609   | 68,190   | 73,944   | 77,437   |
| 5           | 69,206   | 72,013   | 77,987   | 81,582   |
| 6           | 72,803   | 75,838   | 82,029   | 85,729   |
| 7           | 76,394   | 79,660   | 86,071   | 89,871   |
| 8           | 79,991   | 83,482   | 90,115   | 94,015   |
| 9           | 83,583   | 87,308   | 94,160   | 98,160   |
| 10          | 87,182   | 91,133   | 98,203   | 102,306  |
| 11          | 87,182   | 91,133   | 102,246  | 106,452  |
| 12          | 87,182   | 91,133   | 102,246  | 110,591  |

b) Effective September 1, 2023: 3%

| <b>Year</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |
|-------------|----------|----------|----------|----------|
| 0           | 52,770   | 54,483   | 59,502   | 62,689   |
| 1           | 56,471   | 58,421   | 63,669   | 66,954   |
| 2           | 60,173   | 62,360   | 67,832   | 71,227   |
| 3           | 63,873   | 66,296   | 71,995   | 75,495   |
| 4           | 67,577   | 70,236   | 76,162   | 79,760   |
| 5           | 71,282   | 74,173   | 80,327   | 84,029   |
| 6           | 74,987   | 78,113   | 84,490   | 88,301   |
| 7           | 78,686   | 82,050   | 88,653   | 92,567   |
| 8           | 82,391   | 85,986   | 92,818   | 96,835   |
| 9           | 86,090   | 89,927   | 96,985   | 101,105  |
| 10          | 89,797   | 93,867   | 101,149  | 105,375  |
| 11          | 89,797   | 93,867   | 105,313  | 109,646  |
| 12          | 89,797   | 93,867   | 105,313  | 113,909  |

c) Effective September 1, 2024: 2.75%

| <b>Year</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |
|-------------|----------|----------|----------|----------|
| 0           | 54,221   | 55,981   | 61,138   | 64,413   |
| 1           | 58,024   | 60,028   | 65,420   | 68,795   |
| 2           | 61,828   | 64,075   | 69,697   | 73,186   |
| 3           | 65,630   | 68,119   | 73,975   | 77,571   |
| 4           | 69,435   | 72,167   | 78,256   | 81,953   |
| 5           | 73,242   | 76,213   | 82,536   | 86,340   |
| 6           | 77,049   | 80,261   | 86,813   | 90,729   |
| 7           | 80,850   | 84,306   | 91,091   | 95,113   |
| 8           | 84,657   | 88,351   | 95,370   | 99,498   |
| 9           | 88,457   | 92,400   | 99,652   | 103,885  |
| 10          | 92,266   | 96,448   | 103,931  | 108,273  |
| 11          | 92,266   | 96,448   | 108,209  | 112,661  |
| 12          | 92,266   | 96,448   | 108,209  | 117,041  |

d) Effective September 1, 2025: 2.5%

| <b>Year</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |
|-------------|----------|----------|----------|----------|
| 0           | 55,577   | 57,381   | 62,666   | 66,023   |
| 1           | 59,475   | 61,529   | 67,056   | 70,515   |
| 2           | 63,374   | 65,677   | 71,439   | 75,016   |
| 3           | 67,271   | 69,822   | 75,824   | 79,510   |
| 4           | 71,171   | 73,971   | 80,212   | 84,002   |
| 5           | 75,073   | 78,118   | 84,599   | 88,499   |
| 6           | 78,975   | 82,268   | 88,983   | 92,997   |
| 7           | 82,871   | 86,414   | 93,368   | 97,491   |
| 8           | 86,773   | 90,560   | 97,754   | 101,985  |
| 9           | 90,668   | 94,710   | 102,143  | 106,482  |
| 10          | 94,573   | 98,859   | 106,529  | 110,980  |
| 11          | 94,573   | 98,859   | 110,914  | 115,478  |
| 12          | 94,573   | 98,859   | 110,914  | 119,967  |

## 17.2 Area Responsibility Allowances

**17.2.1** In addition to the Member's Grid Salary as determined by the Member's qualifications and experience, Member(s) assigned to schools within the following Geographic Areas shall be paid the appropriate Geographic Area Allowance:

| <b>AREA</b>       | <b>September 1, 2022</b> | <b>September 1, 2023</b> | <b>September 1, 2024</b> | <b>September 1, 2025</b> |
|-------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Wawa</b>       | \$1,813.40               | \$1,813.40               | \$1,813.40               | \$1,813.40               |
| <b>Chapleau</b>   | \$2,417.87               | \$2,417.87               | \$2,417.87               | \$2,417.87               |
| <b>Hornepayne</b> | \$3,626.83               | \$3,626.83               | \$3,626.83               | \$3,626.83               |

## 17.3 Coordinator's Allowance

Board Coordinator Allowance shall be prorated for periods of less than a school year.

|                          |            |
|--------------------------|------------|
| <b>September 1, 2022</b> | \$7,531.35 |
| <b>September 1, 2023</b> | \$7,531.35 |
| <b>September 1, 2024</b> | \$7,531.35 |
| <b>September 1, 2025</b> | \$7,531.35 |



## **17.4 Part Time Teachers**

**17.4.1** A Part Time Teacher shall be defined as a Teacher who is employed to teach for other than Full Time in accordance to Article 20.4.3.

## **17.5 Extra Degrees Allowance**

**17.5.1** An Allowance shall be paid to all Members of the Bargaining Unit who hold a post-graduate degree at the Canadian Masters Level or equivalent, or who hold a post-graduate degree at the Canadian Doctoral Level or equivalent, providing these degrees were not used for Group Placement.

These Allowances shall have the effect of piercing the maximum for all affected Members of the Bargaining Unit.

The amount of the Extra Degree Allowance shall be:

| <b>Effective Date</b>    | <b>Canadian Masters Level</b> | <b>Canadian Doctoral Level</b> |
|--------------------------|-------------------------------|--------------------------------|
| <b>September 1, 2022</b> | \$967.16                      | \$1450.74                      |
| <b>September 1, 2023</b> | \$967.16                      | \$1450.74                      |
| <b>September 1, 2024</b> | \$967.16                      | \$1450.74                      |
| <b>September 1, 2025</b> | \$967.16                      | \$1450.74                      |

## **ARTICLE 18: BENEFITS**

### **General**

The Board is not the insurer of employee benefits. The terms and eligibility criteria of the Insurer Contract shall prevail at all times.

For clarity and not to limit the terms of the foregoing, all Benefit matters, including life, health, dental and LTD, are contained within the Central Terms of the Collective Agreement and the Board is not the insurer of these benefits. As of the 2019-2022 Collective Agreement, the OSSTF Employee Life and Health Trust (ELHT) is the insurer of life, health and dental benefits and OTIP is the insurer of LTD benefits.

### **18.1 Enrolment in Plans**

### **18.1.1**

- a) All new Members must join the Long Term Disability Plan.

## **18.2 Reinstatement from Long Term Disability**

The Board agrees to reinstate, with all seniority rights, a Member returning from a period of Long Term Disability, at an appropriate, mutually agreeable time, provided that the Applicant is capable of meeting the essential duties of the job as certified by a qualified medical practitioner approved by the Board and meets the qualification requirements of the job.

## **18.3 Sick Leave Administration**

### **18.3.1** For the purposes of this Plan:

- a) A fraction of a day used shall be taken to the nearest higher half day;
- b) No days will be credited to a Member on Leave of Absence or on strike, lock out or withdrawal of services;

### **18.3.2** The Board shall report each year, to each Member, unused Sick Leave Credit accumulation.

- a) Any Medical Absences by a Member which exceed five (5) consecutive school days may require medical documentation upon return to their duties, if the Board so requests.
- b) The Board reserves the right to have the Member submit a Certificate from a Doctor named by the Board, regardless of the duration of the illness. The Board agrees to notify a Member of its intention to implement this clause via the Human Resources Superintendent/Manager or their designate and give reasons for so doing.

Where the Board has requested such certification, the Board shall be responsible for the costs of the certification.

## **ARTICLE 19: QUARANTINE**

- 19.1.1** On application to the Superintendent/Manager of Human Resources, a Member will be granted a Leave of Absence with pay and without loss of Sick Leave as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending their duties.

The onus will be on the Member to provide appropriate documentation (Medical Officer of Health Certificate) to the Board as soon as practically possible.

## ARTICLE 20: LEARNING ENVIRONMENT

**20.1.1** Projected enrolment figures as of no later than May 31 will form the basis for staffing for the following September.

### 20.2.1

a) The Parties agree that the maximum desirable class sizes will be as follows:

| Category                                                                                                                                                                                         | Class Size | Flex Factor |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|
| Academic, University (U), International Baccalaureate, Advanced Placement, French Immersion                                                                                                      | 28         | +2          |
| Open (Grade 9 and 10)                                                                                                                                                                            | 26         | +2          |
| University/College (M),<br>Open (Grade 11 and 12)                                                                                                                                                | 26         | +2          |
| College (C)                                                                                                                                                                                      | 25         | +2          |
| Workplace (Grades 11 and 12)                                                                                                                                                                     | 20         | +2          |
| Applied                                                                                                                                                                                          | 23         | +2          |
| Technical: (Transportation, Construction, Manufacturing, Hospitality & Tourism)<br>Social Science: (Food & Nutrition)                                                                            | 20         | +2          |
| Technical/Workplace destination, LDC Horticulture                                                                                                                                                | 20         | +2          |
| Technical (Grade 9)<br>Technical (other subject areas)                                                                                                                                           | 25         | +2          |
| Technical – Grade 9 (Taught in a similar fashion to a Grade 10 course such as transportation, construction, or manufacturing, or if there are other safety concerns due to room size limitation) | 20         | +2          |
| K-Level, GLS, LEAD, LDCC                                                                                                                                                                         | 17         | +2          |
| Half Day Coop – Composite Secondary School (two (2) class periods)                                                                                                                               | 25         | +2          |
| Full Day Coop – Composite Secondary School                                                                                                                                                       | 33         | +2          |

|                                                                                                                                            |                         |                |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------|
| (three (3) class periods assigned to one teacher, with a fourth period assigned to a second teacher)                                       |                         |                |
| Half Day Coop – Workplace Level Co-op (two (2) class periods)                                                                              | 18                      | +2             |
| Full Day Coop – Workplace Level Co-op (three (3) class periods assigned to one teacher, with a fourth period assigned to a second teacher) | 25                      | +2             |
| Multi-Level / Multi-Grade                                                                                                                  | <i>Lower class size</i> | <i>No Flex</i> |

The Board shall meet the identified maximum class sizes as of October 15 for Semester 1 and March 1 for Semester 2.

- b) No school will have more than twenty percent (20%) of its classes above the desirable maximum as of the deadlines in 20.2.1 b).
- c) For a multi-level split class of College/Workplace with no more than five (5) Workplace students, the class size will be limited to the desirable maximum of twenty-five (25).
- d) Notwithstanding Article 20.2.1 a) and 20.2.1 d), class sizes at HPSS can exceed the desirable plus flex factor in order to provide for the offering of senior level classes of a smaller size, with the agreement of the Bargaining Unit.
- e) Teachers assigned an alternative education classroom within a composite school in which students are working on multiple courses independently shall have a maximum desirable class size of 17.

## 20.3 Staff Generation and Allocation

**20.3.1** The Board will staff secondary schools in accordance with the Ontario Education Act and Regulations with respect to average class sizes as calculated on the reporting days prescribed by the Ministry of Education. The Staffing will reflect the projected Secondary Programming Enhancement provided by the Ministry of Education for 2008-2013 as Appendix “Student Success Teachers” in the Provincial Discussion Table (PDT) Agreement between OSSTF and OPSBA, which will be reviewed and deployed by the Parties through consultation as per Article 20.3.3 a).

**20.3.2** The Board will provide Special Education, Guidance and Library services based on need and past practices. The Board will consult and advise the Union should conditions warrant deviation from past practice.

**20.3.3**

- a) The Superintendent of Education will consult and review with the OSSTF System Staffing Committee annually, the overall generation and allocation of staff, based upon the projected enrolment. The OSSTF System Staffing Committee shall be composed of a maximum three OSSTF Members chosen by the Bargaining Unit.
- a) The Principal shall meet with the OSSTF School Staffing Committee to share:
  - student course options and summary of selections
  - projected enrollment
  - allocation of sections
  - staffing assignments
  - class sizes
  - assigned student/teacher mentorships, supervisions and on-calls
- b) The School Staffing Committee shall be composed of three (3) OSSTF Members as selected by the Workplace Representatives and up to three (3) administrators. Other Teachers may attend the meeting only as resources for the parties.

**20.3.4** Nothing prevents the Board from providing additional staff for schools based on local circumstances and the needs of the students.

**20.3.5** 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.

**20.3.6** The assignment of multi-grade and multi-level classes shall be done on an equitable basis.

## **20.4 Working Conditions**

**20.4.1** All full-time equivalent Teachers will be assigned 6.0 periods out of 8.0. No Teacher will be assigned more than 3.0 periods or credit-equivalent courses in one semester.

**20.4.2** In addition to the assignment in 20.4.1 all Teachers will be assigned additional professional assignments which will include a combination of on-calls, supervisions, student-mentorship and/or teacher-mentorship based on 75 minute periods or equivalent as follows:

The half periods of on-calls shall be 29, and the total shall be 56.

**20.4.3** Teachers with part-time assignments will have their salary, sick leave credits, assigned on-calls/supervisions, Teacher and Student mentoring, prorated in a ratio that a Teacher's assignment bears to a full-time assignment in the manner listed below:

| <b>Assignment (Periods)</b> | <b>FTE</b> |
|-----------------------------|------------|
| 1                           | 0.167      |
| 2                           | 0.333      |
| 3                           | 0.50       |
| 4                           | 0.667      |
| 5                           | 0.833      |
| 6 (Full-time)               | 1.0        |

**20.4.4** Each Teacher is entitled to a lunch break of a minimum of forty (40) consecutive minutes, free from assigned duties. Notwithstanding the foregoing, alternate arrangements may be made with the mutual agreement of the Principal, in-school Federation Executive and the Teacher. The lunch break shall be scheduled between the end of the first period and the start of the last period.

**20.4.5** No Teacher shall be allocated assigned time over a continuous interval exceeding 225 minutes excluding travel time between classes and/or breaks without the agreement of the Principal, Teacher and Branch Executive

- 20.4.6** All supervision/on-calls, Teacher and Student mentoring shall be equitably time-tabled and performed inside the instructional day. Any scheduling of supervision/on-calls, teaching and student mentoring outside of the instructional day must be with the mutual consent of the Teacher, the Principal, the Board and the Bargaining Unit President.
- 20.4.7** Supervision may be scheduled in blocks subject to the agreement of the Teacher, the Principal, and the Bargaining Unit President or designate.
- 20.4.8** No Teacher shall be assigned other duties during the school day in addition to those set out above.
- 20.4.9** For full-day assignments Teachers such as LEAD, Section 20, Full-day Co-op or other specialized classes, Additional Professional Duties may be replaced with student mentoring with prior approval of the Teacher.
- 20.4.10** For absences known in advance, consistent with the number of days in which they are absent, Teachers shall have up to three (3) days of lesson plans available for the replacement teacher.

## **ARTICLE 21: TEACHER IN CHARGE**

- 21.1.1** A Member may agree to act as Teacher in Charge for a short time absence of a Principal or Vice Principal. The term of any individual Teacher in Charge is limited to thirty (30) consecutive days and to not more than fifty (50) days in a School Year.
- 21.2.1** A Member acting as a Teacher in Charge shall be compensated at the rate of \$30.00 per day in addition to the teacher's regular daily rate. If the Member acts as a Teacher in Charge for five (5) consecutive days, they shall be compensated at the minimum Vice Principal rate on a per diem basis made retroactive to the beginning of the period.
- 21.3.1** The Board will replace a Teacher in Charge who has classroom teaching duties with an Occasional Teacher for absences of one day or greater whenever possible.

## **ARTICLE 22: PRINCIPAL AND VICE PRINCIPAL (ACTING)**

**22.1.1** A Member may be appointed to an administrative position to replace a Principal or Vice Principal who is ill or on an approved Leave of Absence for up to one (1) year and shall retain all seniority rights for a period not to exceed one (1) year.

**22.2.1** A Member may be appointed in this manner more than once provided that the total terms of appointment do not exceed two (2) years.

**22.3.1** The Member shall be subject to all terms and conditions of the Agreement.

**22.4.1** A Member in this position shall not evaluate or discipline another Member.

## **ARTICLE 23: VACANCIES**

**23.1.1** A vacancy is any position which is known to be open after the staffing process as outlined in Article 24 has been completed and which is open for the next entire School Year.

**23.1.2** A vacancy shall be posted in each secondary school of the Board for a period of five (5) school days provided that the vacancy is known before June 20.

### **23.1.3**

- a) The first round of postings will be open only to Members of the Bargaining Unit. Any Member of the Bargaining Unit, who has been staffed at the present worksite for a minimum of one (1) year, has a right to apply for a vacancy for which the Member is qualified in the first round of postings. Applications for posted vacancies will be submitted electronically. Interviews will be held where warranted. Where other factors are equal, seniority shall be considered in the selection of the successful applicant.
- b) Any vacancy remaining after the first round of postings, including new vacancies created as a result of the first round, shall be posted in the second round of postings. If the second round of postings occurs prior to June 1, any Member of the Bargaining Unit who has been staffed at the present worksite for a minimum of one (1) year has a right to apply for a vacancy for which the Member is qualified. Applications for posted vacancies will be in writing. Interviews will be held where warranted. Where other factors are equal, seniority shall be considered in the selection of the successful applicant.
- c) Applications from Adult Education Day School Teachers shall be considered prior to an external posting.



- 23.1.4** Nothing in the Article precludes the Principal from arranging staff prior to the posting of a vacancy.
- 23.1.5** Long Term Occasional Teachers may be employed as described in the Acts and Regulations.
- 23.1.6** The Superintendent will acknowledge receipt of the application.
- 23.1.7** In the event of a complement vacancy, no external hiring shall take place until positions have been offered to qualified Bargaining Unit Members with less than full-time assignments, and then to qualified redundant Bargaining Unit members, transfer requests are considered under Article 24, and applications of qualified Bargaining Unit Members are considered under Article 23.1.3.

#### **ARTICLE 24: TRANSFER REQUESTS**

- 24.1.1** A Member who wishes to be considered for a transfer for the next School Year shall apply, in writing, to the appropriate Superintendent by March 1. The Superintendent will acknowledge receipt of the application.
- 24.2.1** The appropriate Superintendent will consider transfer requests during the Board-level staffing process. Transfers cannot unreasonably be denied by the Board for members who have been at a worksite for a minimum of one (1) year, with consideration for system organization and staffing needs.
- 24.3.1** A Member, whose transfer request has been granted for the next School Year, will be notified, in writing, as soon as possible, and not later than the end of June.
- 24.4.1** Moving and relocation expenses for transferred Members shall be at the Member's expense.
- 24.5.1** Nothing in this or any Article guarantees that any Member's request for transfer will be granted.
- 24.6.1** Nothing precludes the transfer of staff at any time by mutual consent.
- 24.7.1** If the Board, for a valid reason, requires a Member to transfer to another school, the Board will endeavour to place the Member in a position which is mutually satisfactory to both Parties.

The following steps shall apply:

- a) A Member shall be advised of their right to seek advice and assistance of a Bargaining Unit Representative in transfers under this Article not initiated by the Member.
- b) Members involved in these transfers shall be informed five (5) school days in advance of the transfer.
- c) Should a vacancy occur in the school from which the Member was transferred, the Member may request to be returned to that school.
- d) Moving and relocation expenses for Members under clause 24.7.1, where the Member relocates their household from one Geographic Area to another, will be assisted to a rate of 50% of the actual cost of moving the Member's household goods to a maximum of \$1000.00 based on original receipts submitted to the Board.

**24.8.1** Notwithstanding Article 24.7.1, a Member cannot be transferred from one school to another school that is greater than 75 kilometres distant without the agreement of the Member.

## **ARTICLE 25: STAFFING AND SURPLUS AND RECALL**

**25.1.1** The Principal of each school shall be responsible for staffing based on the allocation to the school.

Members who are returning from an approved Leave shall be on the staffing complement in the school in which they were previously assigned subject to the Staffing and Recall procedures contained herein.

The Principal shall staff according to seniority and qualifications.

The Members declared surplus to the school following this process shall be notified of their surplus status in an interview with the Principal.

**25.2.1** The Board shall compile a List of Surplus Members to each school no later than May 15 or December 15, as the case may be. The List will be made available to the Bargaining Unit by the same date.

**25.3.1**

- a) The Superintendent of Education shall place Surplus Members in open positions within their own appropriate Geographic Area on the basis of seniority and qualifications by May 31 or December 31, as the case may be.

In the event that no or insufficient open positions exist in the appropriate Geographic Area for which the Surplus Members are qualified, the Superintendent will place within the Geographic Area, subject to qualifications, the more senior Surplus Member(s) before placing the less senior Member(s).

The number of displacements in staff shall be kept to a minimum wherever possible.

Displacement in staff shall result in the least senior Member(s) subject to qualifications, being declared Surplus to the Geographic Area.

**25.3.2** Workplaces of the Board shall be as follows:

- a) Each composite secondary school shall be considered a separate workplace.
- b) Alternative programs offered under the umbrella of the Algoma Education Connection (AEC), shall be considered one workplace.

Each self-contained classroom funded and administered as community partnerships shall be considered a separate workplace where those students are completing a full-day program.

**25.3.3** Notwithstanding 25.3.2, the Superintendent and Bargaining Unit President may agree to designate other or existing programs and/or locations as separate workplaces or as the same workplace.

**25.3.4** Geographic Areas shall be as follows:

- a) Central shall include Sault Ste. Marie workplaces and Central Algoma Secondary School and all alternative programs and self-contained classrooms within Sault Ste. Marie and Central Algoma areas.
- b) East shall include W.C. Eaket Secondary School and Elliot Lake Secondary School and all alternative programs and self-contained classrooms within Blind River and Elliot Lake areas.
- c) Hornepayne shall include Hornepayne High School and all alternative programs and self-contained classrooms within Hornepayne areas.

- d) Michipicoten shall include Michipicoten High School and all alternative programs and self-contained classrooms within Michipicoten areas.
- e) Chapleau shall include Chapleau High School and all alternative programs and self-contained classrooms within Chapleau area.

**25.3.5** Notwithstanding 25.3.4, the Superintendent and Bargaining Unit President may agree to designate other workplaces, programs and self-contained classrooms within one of the five designated Geographic Areas.

**25.4.1**

- a) The Superintendent shall place Members who are Surplus to a Geographic Area in open positions within the District on the basis of seniority and qualifications.
- b) In the event that no or insufficient open positions exist in the District for which the Surplus Member(s) are qualified, the Superintendent will place, subject to qualifications, the more senior Surplus Member(s) before placing the less senior Member(s).

The number of displacements in staff shall be kept to a minimum wherever possible.

Displacement in staff shall result in the least senior Member(s) of the Bargaining Unit subject to qualifications, being laid off.

Members laid off will be notified in writing by June 20 or January 20, as the case may be. If the Member selects Recall in accordance with Article 25.9.1, the Member will be placed on the Recall List.

The Superintendent will meet with the Bargaining Unit President on a regular basis during the process to review the staffing and its results before finalization.

**25.5.1** Members declared Surplus to their school that have been placed in a new school shall have the right to return, by seniority, to positions for which they are qualified and which have become available at the School or Geographic Area from which they were declared Surplus by September 1. There may be circumstances as determined by the Board and the Union that provide an exception to this date.

**25.6.1** Instead of accepting an assignment which displaces a Member with less seniority, a Member may choose to have their name placed on the Recall List and be given a Letter of Termination by June 20 or January 20, as the case may be. Such elections shall be made, in writing, to the Superintendent of Education within two (2) School Days of being made aware of the displacement location. Such Members shall remain eligible for Recall, subject to the terms of Recall contained in Articles 25.9.2 to 25.9.7 inclusive.

**25.7.1** Known openings for Positions of Responsibility shall be filled prior to staffing.

**25.8.1** If the Board finds itself in a situation where there are Surplus Members for Semester Two or Midyear in a non-semestered system, the staffing and displacement process as outlined above will apply.

## **25.9 RECALL**

**25.9.1** The Board shall establish and maintain a List of all Bargaining Unit Members who are declared Laid Off and have elected Recall, called the Recall List. At the time of Termination of Employment, a Member who has been Laid Off will have the option of selecting to be placed on the Recall List or to select Severance Allowance, which shall be payable on the date of Termination in accordance with the Employment Standards Act provisions.

**25.9.2** Bargaining Unit Members who have been Laid Off and elected to be placed on the Recall List shall be recalled to open positions, based on seniority and qualifications, for a period of up to twenty-four (24) months from the date of Termination and shall be reinstated as though there had been no interruption in service for the purpose of Seniority. Time spent on the Recall List shall not count towards the requirement of the probationary period. Recognition of service for increment purposes shall not be granted for the period of time spent on the Recall List.

**25.9.3** While on the Recall List, Laid off Members shall be entitled to continue to be enrolled in Benefit Plans in which the Members were enrolled immediately prior to being declared Laid Off, with full costs paid by the Member.

**25.9.4** Bargaining Unit Members who are eligible for Recall shall be responsible for filing their most recent address with the Board.

**25.9.5** When a position becomes available for which the Member has seniority and qualification, the Board shall contact the Member being recalled by telephone and offer the position. Should the Board be unable to contact the Member by telephone, the offer shall be made by registered mail or equivalent. The Members so notified must advise the Board of their intention to return to work within the period not to exceed two (2) days of telephone contact or seven (7) days from the mailing of such notification, unless the Member and the Board agree to an alternative date. Failure to respond to the registered letter or equivalent will result in the Member's name being removed from the List.

**25.9.6** New Secondary Teachers will not be hired into permanent positions until all Members on the Recall List, entitled to such positions, have been recalled subject to qualifications and seniority. A Member may refuse recall on the basis of Geographic Area consideration and remain on the Recall List.

**25.9.7** The Board will keep the Bargaining Unit President or Designate informed on the status of vacant positions and Members on the Recall List on an ongoing basis.

## **ARTICLE 26: BEREAVEMENT LEAVE**

Before applying for the following leave(s), the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence form.

**26.1.1** Bereavement Leave shall be granted upon application to the Superintendent/Manager of Human Resources or their designate without loss of pay or sick leave credits as follows:

- a) up to five (5) days upon the death of a Member's child, father, mother, brother, sister, spouse, common law or same sex partner, guardian, mother in law, father in law, or for a miscarriage or stillbirth experienced by the Member, their spouse, or a surrogate.
- b) up to three (3) days upon the death of a Member's fiancé/fiancée, grandparent (of member or spouse), brother in law, sister in law, daughter in law, son in law, grandchild.

The entitlement under a) or b) need not be taken consecutively, but may be divided to allow attendance at a memorial service on a later date.

## **ARTICLE 27: COMPASSIONATE LEAVE**

Before applying for the following leave(s), the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence form.

**27.1.1** For a severe illness of the Member's father, mother, brother, sister, child, spouse, same sex partner, guardian, step parent or step child which will be considered one involving major surgery as certified by a Doctor, or one in which immediate concern is expressed by a Doctor for the life of a patient. The Member will, upon request, submit to the Board a Doctor's Certificate verifying the severity of the illness as soon as reasonably possible.

**27.1.2** Compassionate Leave for those situations will be provided as follows:

- a) to a maximum of five (5) School or working days per School Year;
- b) any request for Leave beyond five (5) school or working days in a School Year may be taken as a Personal Leave request and will be subject to Board approval as per Article 29.

**27.1.3** Member requests for Compassionate Leave will be made through the Principal (or Immediate Supervisor). Where the Member is not assigned to a school, the request will be made through the Superintendent/Manager of Human Resources or their designate.

Where possible, requests for Compassionate Leave will be made in writing, in advance. In emergencies, a telephone call, confirmed later in writing, is acceptable.

**27.1.4** A further two (2) days per year will be provided for the Member to attend to the illness of an immediate family member, other than a severe illness as identified in 27.1.1.

## **ARTICLE 28: FEDERATION LEAVES**

Before applying for leave under Article 28.1 or Article 28.2, the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence form.

### **28.1 Short Term Federation Leaves**

- 28.1.1** By September 30 of each year, the Bargaining Unit shall provide the Board with a List of those Members eligible to use Federation Business Leave for the School Year. The Bargaining Unit may amend the List as required throughout the year.
- 28.1.2** The Member shall submit their request for Leave, in writing, at least one (1) week prior to the requested date of Leave on the appropriate Leave Form and such application shall be submitted to the Superintendent/Manager of Human Resources or Designate through the Board's Electronic Leave of Absence form.
- 28.1.3** The Board reserves the right to limit the number of Leaves at any one time or at any one individual school, and shall exercise this right in a fair and reasonable manner.
- 28.1.4** The Bargaining Unit shall remit to the Board the Occasional Teacher's Daily Rate of Pay for each day of absence taken by the Member.
- 28.1.5** The Board may grant Short Term Leaves for Federation Business and such Leaves shall not exceed a combined total maximum of forty-five (45) days per School Year and an individual maximum of no more than ten (10) days per School Year.

## **28.2 Collective Bargaining Leave**

- 28.2.1** In the year that the Collective Agreement is being negotiated, the Board shall grant a special Leave to no more than five (5) Members, who shall be designated by the Bargaining Unit as the Teachers' Negotiating Team. The Bargaining Unit shall notify the Superintendent/Manager of Human Resources, in writing, of the names of those five (5) Members who are eligible for such Leave.

Such notice shall be given prior to commencement of negotiations and in any case no later than one (1) month following the serving of Notice to Negotiate.

- 28.2.2** Where possible, the Member(s) shall submit their requests for Leave, in writing, at least one (1) week prior to the requested date of Leave, on the appropriate Form and such application shall be processed through the Principal to the Superintendent/Manager of Human Resources or Designate.
- 28.2.3** The combined total maximum of all Collective Bargaining Leaves shall not exceed seventy-five (75) days.
- 28.2.4** The Bargaining Unit shall remit to the Board the Occasional Teacher's Daily Rate of Pay for each day of absence taken by the Member.



## **28.3 Long Term Federation Leaves**

**28.3.1** The Board shall release up to two (2) Member(s) to act as Bargaining Unit representatives, without loss of Salary, Benefits, Experience, or Seniority. Such Leave shall be in semester length blocks of either full or half days or any other arrangement that is mutually agreeable to the Federation and the Board.

The Bargaining Unit will pay the Board at the Category 3, Step 0 rate plus the absent Member's Non Statutory Benefits costs for the duration of the Leave of the first Member. Additionally, on request of the Bargaining Unit, the Board will pay an honorarium to the absent Member, serving in the role of Bargaining Unit President, which shall be reimbursed to the Board by the Bargaining Unit.

In addition, the Bargaining Unit will pay the Board at the Category 3, Step 1 rate plus the absent Member's Non Statutory Benefits costs for the duration of the leave of the second Member.

OSSTF shall be responsible for any WSIB costs related to injuries which occur during the period of the Leave(s).

The Bargaining Unit shall request such Leave(s) no later than May 15 for the following School Year.

**28.3.2** The Board shall grant a Leave of Absence for the Member of the Bargaining Unit who has been elected or appointed to serve as a Full Time Officer of OSSTF or OTF.

Each Leave shall be for a period of up to two (2) School Years and may be renewed twice only for the same term provided that the renewal period immediately follows the original Leave.

The Bargaining Unit shall pay the Board for the absent Member's Salary, Allowance(s) and Benefits costs for the duration of the Leave. The Member on Leave shall not accumulate Sick Leave for the period of the Leave. Full Seniority will be retained and shall continue to accrue for the duration of the Leave.

The Bargaining Unit shall request such Leave(s) no later than May 15 for the following School Year.

OSSTF shall be responsible for any WSIB costs related to injuries which occur during the period of the Leave.

**28.3.3** Upon return from Long Term Federation Leave, the Member shall be placed on the staffing complement in the school to which they were previously assigned subject to the Staffing and Surplus procedures outlined in Article 25.

## **ARTICLE 29: PERSONAL LEAVE**

Before applying for the following leave(s), the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence form.

**29.1.1** Upon application through an Electronic Leave of Absence Form, Personal Leave will be administered as set out below.

a) One School Day shall be provided with pay for:

- Wedding of immediate family member (brother, sister, child, parent)
- Surgery/hospitalization of family member not covered by Article 27.1.1
- Legal appointment
- Required court attendance for self or immediate family (brother, sister, child, parent, spouse)
- Medical appointment (child)
- Other medical appointment for immediate family member where attendance of Member is required
- Funeral of a person significant to the Member who is not identified in 26.1.1 a) or b)
- Convocation of the Member's spouse, or the Member's child
- To attend to matters of personal importance which, in the judgment of the Member, cannot be attended to in any other way

b) Up to two (2) additional days may be granted provided the Member reimburses the Board via payroll deduction at the Occasional Teacher's Daily Rate of Pay whether an Occasional Teacher is used or not

c) Additional day(s) may be granted under this clause, and if granted, the Member agrees to reimburse the Board via payroll deduction for 100% of the Member's salary and allowance(s) costs.

**29.1.2** Leave under 29.1.1 a) and b) shall not be granted to extend a statutory holiday or vacation period. The Superintendent of Education may, in exceptional circumstances, waive this restriction.

## **ARTICLE 30: POST SECONDARY GRADUATION LEAVE**

Before applying for the following leave(s), the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence form.

- 30.1.1** On application to the Superintendent/Manager of Human Resources, Post-Secondary Graduation Leave will be granted to a Member with no loss of pay to attend the Member's convocation from a certified and recognized post-secondary institution. Such Leave shall be for the day of the graduation only and shall be limited to one day.

## **ARTICLE 31: EDUCATIONAL EXAMINATION LEAVE**

Before applying for the following leave(s), the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence form.

- 31.1.1** On application through the Principal, a Member shall be granted a Leave of Absence for one day per school year for the purpose of the writing of an educational examination that provides for the advancement of the Member's academic or professional qualifications and education. Such Leave of Absence shall be with no loss of pay and shall be for the day of examination only.

## **ARTICLE 32: MEMBER FUNDED LEAVE**

### **32.1 General**

- 32.1.1** The intent of the Member Funded Leave Plan is to provide a mechanism for Members who qualify to take a one semester or one School Year Leave of Absence which shall be funded by the Member through salary holdback with the Funded Leave taken at the end of the period of salary holdback.
- 32.1.2** The Member must agree as a condition of the Funded Leave to indemnify the Board and the Bargaining Unit against any and all claims, liabilities or consequences arising out of a Member's participation in or implementation of this Plan.

### **32.2 Criteria**

The granting of Member Funded Leaves shall be governed by the following criteria:

- 32.2.1** Member Funded Leaves will be individually limited to one every three (3) School Years.
  - 32.2.2** A Member Funded Leave shall not impede the efficient operation of the School System or the Surplus Procedures under this Agreement.
  - 32.2.3** The Member must be employed by the Algoma District School Board and must have five (5) consecutive School Years of service with the Board and/or its Predecessor Boards.
  - 32.2.4** The Member must be unlikely to be declared Surplus during the period of the Funded Leave Plan.
  - 32.2.5** The Member must make written application to the Superintendent, through their Principal, on or before March 1 of any School Year, to commence holdback of salary on September 1 of that School Year.
  - 32.2.6** The Member must declare, in their application that the Member intends, except by Mutual Agreement in emergency circumstances, to serve the Board to the end of the Plan.
- 32.3** Approval
- 32.3.1** The Board, which has the sole right to grant a Member Funded Leave, will respond to the request for the Leave, in writing, by May 15 indicating whether or not the Funded Leave has been granted.

Once approved, Application shall be forwarded to the Superintendent/Manager of Human Resources for processing.

## **32.4 Financial Provisions**

- 32.4.1** The Funded Leave may be taken in either year (or Semester) three (3) of a Member's Three Year (or Semester) Plan; or year (or Semester) four (4) of a Member's Four Year (or Semester) Plan; or year (or Semester) five (5) of a Member's Five Year (or Semester) Plan.
- 32.4.2** The terms of the Plan will be as follows:

- a) five (5) years or five (5) semesters at 80% of the Member's Gross Salary that would normally be paid in accordance with the Collective Agreement(s) then in effect, with Funded Leave in the Fifth Year or either Semester, of the Fifth Year as the case maybe; or
- b) four (4) years or four (4) semesters at 75% of the Member's Gross Salary that would normally be paid in accordance with the Collective Agreement(s) then in effect, with Funded Leave in the Fourth Year or either Semester, as the case may be; or
- c) three (3) years or three (3) semesters at 66.667% of the Member's Gross Salary that would normally be paid in accordance with the Collective Agreement (s) then in effect, with Funded Leave in the Third Year or either Semester, as the case may be.

**32.4.3** The withheld Salary and accrued interest shall be paid to the Member during the period of the Funded Leave in one lump sum payment or through the regular Board Payroll on the pay dates set out for secondary teachers in the Method of Payment (Article 11).

Arrangements for the Method of Payment shall be made directly through the Payroll Department prior to the commencement of the Funded Leave.

**32.4.4** All payments to the Member under a Member Funded Leave Plan shall be subject to and in accordance with Revenue Canada, Ontario Teachers' Pension Plan, and any other appropriate Rules and Regulations.

Ontario Teachers "Pension Plan contributions shall be in accordance with Ontario Teachers" Pension Plan Regulations.

**32.4.5** During the Funded Leave, the Member is entitled to retain coverage of Benefits during the period of the Funded Leave by paying any relevant premiums for the applicable periods as determined by OSSTF ELHT. Arrangements for payment of benefits should be made directly with OTIP prior to the commencement of the Funded Leave.

**32.4.6** Any Member who has not made payment or who has not made arrangements, for payment of premiums with OSSTF ELHT will have their coverage terminated for the period of the Leave of Absence. Eligibility for LTD coverage shall be subject to Carrier approval.

## **32.5 Upon Return From a Member Funded Leave**

**32.5.1** Upon return from a Member Funded Leave, the Member shall be on the staffing complement in the school in which they were previously assigned subject to the Staffing and Surplus Procedures contained in Article 25 of this Agreement.

## **32.6 Additional Terms and Conditions**

**32.6.1** While a Member is on a Funded Leave, no additional Sick Leave Credits shall be granted, or accumulated nor shall Sick Leave Credits be used by the Member.

**32.6.2** While a Member is on a Funded Leave, no Teaching Experience for Wage Grid purposes shall be granted or accumulated.

**32.6.3** A Member granted Funded Leave shall maintain their relative Seniority on the Seniority List.

**32.6.4** If a Member is declared Surplus to the Secondary School System during the period of the Funded Leave or salary holdback, the Board shall pay to the Member the full amount of the withheld salary and accrued interest up to that time in a manner determined by the Board in consultation with the Member.

**32.6.5** If a Member should die prior to taking the Leave or while there is a balance accumulated under the Plan, the monies withheld and interest accrued shall be paid to the Estate of the deceased on a date and in a manner determined by the Board in consultation with the Executors of the Estate.

## **32.7 Withdrawal**

**32.7.1** A Member or the Board may withdraw from the Plan at any time prior to taking the Funded Leave, provided that written notification is given to the other Party at least eight (8) months prior to the commencement of the Leave.

Withdrawal from the Funded Leave Plan at any time prior to the commencement of the Leave shall require Mutual Agreement.

## **32.8 No Alterations**

**32.8.1** Once a Member has entered into a Funded Leave Agreement with the Board, no alterations may be made to the Plan, except to withdraw entirely from the Plan.

## **ARTICLE 33: PREGNANCY AND PARENTAL LEAVE**

### **33.1 Statutory Pregnancy and Parental Leave**

**33.1.1** Members shall be entitled to Pregnancy and Parental Leave in accordance with the Employment Standards Act of Ontario.

#### **33.1.2**

- 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 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.
- 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.

Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- d) 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.
- e) 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.
- f) 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.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.

- h) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) 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.
- k) 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.

**33.1.4** Benefit coverage and Seniority shall be continued as set out in the Employment Standards Act.

#### **ARTICLE 34: PATERNITY LEAVE/ADOPTION LEAVE**

**34.1.1** On application to the Superintendent/Manager of Human Resources, a Member shall be entitled to a Leave of Absence for up to two (2) consecutive days without loss of salary or accumulated sick leave to attend to the responsibilities related to the birth or adoption of the Member's child.

#### **ARTICLE 35: EXTENDED LEAVES OF ABSENCE**

##### **35.1.1**

- a) The Board may grant requests for Extended Leaves of Absence, without pay or benefits, up to a maximum of two (2) consecutive years for Members who have completed their probationary period.

Notwithstanding the above, in extenuating circumstances, probationary Members may apply for an Extended Leave of Absence. If such a Leave is granted, time spent on an Extended Leave shall not count towards the Member's probationary period.



Application for Leave of Absence under this Article must be made by email to the Superintendent/Manager of Human Resources and with the Board's Electronic Leave System by March 1 outlining the reason for the leave.

b) Extended Parental Leave

Members wishing to extend a Parental Leave may apply for an Extended Leave of Absence, without pay, for a period of up to two (2) years.

Applications must be made, in writing, to the Superintendent/Manager of Human Resources at least six (6) weeks prior to the end of the Member's Parental Leave.

Members who have applied for an Extended Leave of Absence shall be considered for such Leave provided the Extended Leave is to be taken immediately following the Statutory Leave.

For Members granted an Extended Leave immediately following a Statutory Leave, all terms and conditions of Extended Leaves shall apply.

**35.1.2** Extended Leaves for any Member will be individually limited to not more than one (1) in any given five (5) year period.

**35.1.3** While on an Extended Leave, the Member may continue benefits coverage, with the exception of Long Term Disability, in accordance with the rules and regulation of the OSSTF ELHT. Members must make their own arrangements for payment with the OSSTF ELHT if they wish to continue coverage.

Any Member who has not made arrangements in accordance with the rules and regulations of the OSSTF ELHT, will have their Benefits coverage terminated for the period while on Leave.

**35.1.4** The Application will state the purpose for which the Leave is requested and may include a Leave for a Member to take an administrative position with the Algoma District School Board, for one (1) year.

In such a case, the Member shall retain their Seniority rights for one (1) year and pay Union dues.

**35.1.5** Members granted such Leave shall retain their Seniority as defined at the commencement of the Leave of Absence for up to two (2) years in accordance with the terms of this Agreement.

**35.1.6** While a Member is on Leave, no additional Teaching Experience shall be granted or accumulated.

**35.1.7** Members who are returning from an approved Leave shall be on the staffing complement of the School to which they were previously assigned subject to the *Staffing and Surplus Procedures* outlined in Article 25.

## **ARTICLE 36: COURT APPEARANCES AND JURY DUTY**

Before applying for the following leave(s), the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence form.

### **36.1 Court Appearances**

- a) On application to the Superintendent/Manager of Human Resources, a Member required by subpoena to appear as a witness in a court case shall be granted a Leave of Absence with pay and no loss to accumulated sick leave.
- b) On application to the Superintendent/Manager of Human Resources, a Member who is subpoenaed to appear as a witness in a court case and who is a party to the action will be granted a Leave of Absence without pay.

### **36.2 Jury Duty**

- a) On application to the Superintendent/Manager of Human Resources, a Member required to serve on a jury shall be granted a leave of absence with pay and no loss to accumulated sick leave for the period requested by the court.
- b) All pay, excluding travel, meal and accommodation expenses received from the court for such appearances shall be returned to the Board.

## **ARTICLE 37: POLITICAL LEAVE**

**37.1** A Member who has completed their probationary period shall be granted, twice in their career with the Board, an unpaid Leave of Absence for up to twenty-five (25) school days in order to be a candidate for federal or provincial Member of Parliament.

The Member shall be required to request such Leave, in writing, at least one calendar month in advance of the commencement date of the requested Leave.

- 37.2** Employees elected or appointed as a Federal or Provincial Member of Parliament or as a full-time Mayor of a Municipality, shall be granted unpaid Leave of Absence for a maximum of two terms of office, in their career with the Board. It is understood that such terms of office may or may not be consecutive.
- 37.3** A Member on Leave under this Article shall accumulate Seniority for a maximum of two years in accordance with the provisions of the Seniority Article.
- 37.4** While a Member is on Leave under this Article, no additional Teaching Experience shall be granted or accumulated. Leave granted under this Article shall not count as experience for salary purposes, result in accumulation of sick leave, nor be counted or included in the calculation of Service Gratuity if the Member is eligible for a Service Gratuity.
- 37.5** A Member granted Leave under this Article may continue, with the exception of Long Term Disability, benefits coverage, under the Board's Benefits Plans, for a period of up to two years. Continuation of such coverage shall be at no cost to the Board, by Member payment of the cost of Benefit premiums.

A Member who has not made payment or who has not made arrangements satisfactory to the Board for payment of premiums prior to the commencement of the Leave, will have their Benefits coverage terminated for the period of the Leave.

- 37.6** Should the Member not be re-elected, or choose not to seek re-election at the end of the first or second term, the Leave shall extend to the start of the earliest of the next Semester or School Year. It is understood and agreed that a Member re-elected or appointed to a third term will be deemed to have resigned from the Board.
- 37.7** Members returning from Leave shall be on the staffing complement of the school to which they were previously assigned, subject to the Staffing and Surplus provisions of the Staffing/Surplus/Recall Article.

In the event that the Member is entitled to a position and no permanent position is available, the Member may be placed in a Long Term Occasional position or on permanent supply until such time as a permanent position becomes available subject to the provisions of the Staffing/Surplus/Recall Article. A Member so placed shall be entitled to salary and benefits, as if the Member were assigned to a permanent position.

## **ARTICLE 38: RETIREMENT GRATUITY AND SERVICE GRATUITY**

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

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

- 38.1.1** Existing Collective Agreement clauses dealing with Retirement and Service Gratuity from predecessor Board areas will be grandparented for Members employed in those geographical areas on June 30, 1998.

#### **ARTICLE 39: SERVICE GRATUITY**

- 39.1.1** A Member hired on contract on or after September 1, 1998, will be entitled to benefit from the following plan, subject to the terms described below:

- a) A Member will upon successful completion of their probationary period, be enrolled in the Service Gratuity Plan.
- b) The Service Gratuity Plan will generate a one-time Service Gratuity payment of \$5,500.00 which will be paid to the Member in the first month of the member's eleventh (11) continuous year of employment.
- c) In order to qualify for a Service Gratuity, the member's last period of ten (10) years continuous employment must have commenced on or after September 1, 1998, and the Member must remain in the employ of the Board, for an additional four months past the 10<sup>th</sup> anniversary of the date the teacher became a probationary Member under this Collective Agreement.
- d) When a permanent contract is terminated, for any reason, and the Member has less than ten (10) years continuous employment, the Board shall cancel the member's enrolment in the Service Gratuity and the Member shall have no entitlement under this Plan.

## **ARTICLE 40: GRIEVANCE, MEDIATION AND ARBITRATION**

### **40.1 General**

**40.1.1** A *Grievance* shall be defined as a matter arising from the interpretation, application, administration or alleged contravention of this Agreement including whether a matter is arbitrable.

**40.1.2** In this Article, "Grievance Committee" shall refer to:

- a) In the case of the Board this Committee may include the Director of Education, the appropriate Superintendent of Education, the Superintendent/Manager of Human Resources and/or their designate and up to three (3) Trustees:
- b) In the case of the Bargaining Unit, three (3) of its Members duly authorized by the Bargaining Unit to act on its behalf:
- c) Additional resource people may be included by mutual consent.

**40.1.3** For the purpose of this Article, a teleconference may be deemed to constitute a meeting, by mutual consent.

### **40.2 INDIVIDUAL GRIEVANCE**

#### **40.2.1 Informal Member(s) Initiated**

If a Member(s) feel there has been a contravention of the Collective Agreement, that Member(s) shall first seek remedy through an Informal Meeting with the Principal/Immediate Supervisor. The Member(s) may have Bargaining Unit representation present at said Meeting, should the Member(s) so desire.

The Member(s) must discuss the alleged contravention with the Principal/Immediate Supervisor within fifteen (15) School Days of the date of the alleged contravention.

#### **40.2.2 Step 1**

- a) If the Informal discussion does not result in a resolution, the Bargaining Unit on behalf of the Member(s) may file a written Grievance with the appropriate Superintendent of Education (with copies to the appropriate Parties including the Principal/Immediate Supervisor) within ten (10) School Days of the Informal Meeting with the Principal.
- b) Such written Grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement including the relevant Article number(s); and
  - ii) a statement of the facts to support such grievance; and
  - iii) the relief sought; and
  - iv) the signatures of the duly authorized official of the Bargaining Unit and the Member concerned.
- c) The Superintendent of Education or their Designate shall respond, in writing, to the Grievance within ten (10) School Days. As an alternative, either Party may contact the other to seek a Meeting of the appropriate Parties with a view to resolving the dispute.

#### **40.2.3 Step 2**

- a) If the Grievance is not resolved at Step 1, the Bargaining Unit, with the written concurrence of the Member concerned, may within five (5) School Days from the date of receipt of the reply of the Superintendent of Education or Designate, submit the Grievance to the Director.
- b) The Bargaining Unit shall be notified, in writing, of the answer of the Director within ten (10) School Days from the date of the receipt of the Grievance at Step 2.

As an alternative, either Party may seek a Joint Meeting of their respective Committees with a view of resolving the dispute. If a Meeting had not been held at Step 1, then a Meeting will be held at Step 2.

**40.2.4** If the reply of the Director is unacceptable to the Bargaining Unit, or, as the case may be, if a Joint Meeting of the Grievance Committee fails to resolve the matter, the Bargaining Unit shall then advise the Board of their position within five (5) School Days from the date of receipt of the reply.

**40.2.5** Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld. The failure of one Party to comply with the time allowance of any agreed upon extensions shall result in the Grievance being terminated in favour of the other Party.

### **40.3 PARTY GRIEVANCE (BARGAINING UNIT OR BOARD INITIATED)**

#### **40.3.1 Informal Discussion**

The Party alleging contravention of the Collective Agreement shall first attempt to resolve the matter by informal discussion with either the appropriate Superintendent of Education or duly authorized representative of the Bargaining Unit, as the case may be.

Such a Meeting must occur within fifteen (15) School Days of the date of the alleged contravention of the Agreement.

#### **40.3.2 Step 1**

- a) In the event that informal discussion did not result in a resolution to the matter, the Party wishing to file a Grievance shall do so, in writing, to either the Director or the Bargaining Unit President, as the case may be, within five (5) School Days of the Informal Meeting.
- b) Such written Grievance shall contain:
  - i) a description of how the alleged dispute is in violation of the Agreement, including the relevant Article number(s); and
  - ii) a statement of the facts to support such Grievance; and
  - iii) a relief sought; and
  - iv) the signatures of the duly authorized officials of either the Bargaining Unit or the Board, as the case may be.
- c) A Joint Meeting of up to three (3) representatives from each Party's Grievance Committee shall be convened within ten (10) School Days of receipt of the written Grievance to discuss the Grievance and attempts to resolve the dispute.
- d) The Director or President of the Bargaining Unit, as the case may be, shall respond, in writing, to the Grievor within those fifteen (15) School Days of the receipt of the written Grievance.

#### **40.3.3 Step 2**

- a) If the Grievance is not resolved at Step 1, the Bargaining Unit may within five (5) School Days from the date of receipt of the reply of the Superintendent of Education or Designate, submit the Grievance to the Director.

- b) The Bargaining Unit shall be notified, in writing, of the answer of the Director within ten (10) School Days from the date of the receipt of the Grievance at Step 2.

As an alternative, either Party may seek a Joint Meeting of their respective Committees with a view of resolving the dispute. If a Meeting had not been held at Step 1, then a Meeting will be held at Step 2.

**40.3.4** If the reply of the Director is unacceptable to the Bargaining Unit, or, as the case may be, if a Joint Meeting of the Grievance Committee fails to resolve the matter, the Bargaining Unit shall then advise the Board of their position within five (5) School Days from the date of receipt of the reply.

**40.3.5** Time restrictions may be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld. The failure of one Party to comply with the time allowance of any agreed upon extensions shall result in the Grievance being terminated in favour of the other Party.

#### **40.4 Alternative Forms of Grievance Mediation**

##### **40.4.1**

- a) At any time, following the informal step in the Grievance Procedure, the Parties by Mutual Consent, in writing, may elect to resolve the Grievance by using any form of Grievance Mediation the Parties may find mutually acceptable. The Parties shall agree on the individual to be the Mediator and the time frame in which a resolution is to be reached.
- b) The Grievance Mediator shall not add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
- c) The fees for the Grievance Mediator and any related expenses shall be shared equally by the Parties.

**40.4.2** Each Party shall pay the wages, and expenses as well as related costs of their respective attendees, advisors and witnesses.

#### **40.5 Arbitration**

**40.5.1** The Party desiring Arbitration shall notify the other Party, in writing, of its desire to submit the Grievance to Arbitration.

**40.5.2** The Grievance shall be submitted to a mutually agreed upon single Arbitrator.



- 40.5.3** Upon written request of either Party, the Grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within fifteen (15) School Days, inform the other Party of the name of its appointee to the Arbitration Board. When two appointees are so selected they shall within five (5) School Days of the appointment of the second of them, appoint a third person who shall be the Chairman
- 40.5.4** If the recipient of the notice under Article 40.5.3 fails to name an appointee or if the two appointees fail to agree upon a Chair within five (5) Working Days, the appointment of the Chair shall be made by the Minister of Labour, under the Ontario Labour Relations Act upon the request of either Party.
- 40.5.5** The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the Parties and/or Representatives and shall issue a decision. The decision shall be final and binding upon the Parties and upon the Member(s) and Board.
- 40.5.6** The decision of the majority of an Arbitration Board, is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs.
- 40.5.7** The Arbitrator or Arbitration Board, as the case may be, shall not by their decision add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.
- 40.5.8** The fees for a single Arbitrator, or for the Chair of a Board of Arbitration, shall be shared equally by the Parties. Each Party shall pay the costs of its nominee to a Board of Arbitration where used.

#### **ARTICLE 41: MISCELLANEOUS**

- 41.1.1** The Board shall advise all new employees that a Collective Agreement is in effect and shall advise the employee of the name, telephone number, and email address of the Bargaining Unit President.

The Board will inform all employees that the updated electronic version of the collective agreement has been posted on the ADSB website and shall provide the members with the link.

## **ARTICLE 42: INCLEMENT WEATHER**

- 42.1** In the event of severe weather conditions which result in the cancellation of buses, but schools remain open, members will be expected to make a reasonable effort to report to work. If a member in the affected areas of cancellation is unable to report to work because of weather conditions, the member will notify the immediate supervisor as soon as possible. It is expected that the member will continue to make reasonable efforts throughout the day to report to the work site or to an alternative work site. There will be no loss of pay or sick leave provided the member has complied with the requirements of the foregoing.

## **ARTICLE 43: STRIKE AND LOCKOUT**

- 43.1.1** There shall be no strike or lock out during the term of this Agreement. The terms “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act.

## **ARTICLE 44: VULNERABLE SECTOR CHECK**

- 44.1.1** The Board will ensure that all records and information (including Offense Declarations and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure location and in a completely confidential manner. Access to such records and information will be strictly limited to the members of Senior Administration, the Superintendent/Manager of Human Resources and/or their designate and the Member and/or designate or any other person required by law.

## **ARTICLE 45: TEACHER PERFORMANCE APPRAISALS**

- 45.1.1** Teacher Performance Appraisal shall be conducted in accordance with the Education Act and relevant legislation and in accordance with the Board’s Policies and Procedures. The Board shall consult with District 2 OSSTF prior to making changes to the Board’s Policies and Procedures with respect to Teacher Performance Appraisal.
- 45.2.1** Teachers shall have the right to OSSTF representation, upon their request, at meetings where performance issues are discussed. Up to three (3) work days shall be allowed, following a performance appraisal which was rated unsatisfactory, for the teacher to secure OSSTF representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the teacher.
- 45.3.1** Prior to a meeting to discuss an unsatisfactory performance appraisal, the Principal shall contact the Superintendent of Education who shall, in turn, contact the Bargaining Unit President.

**45.4.1** A member acting as a Teacher in Charge or Acting Principal or Acting Vice Principal shall not perform any aspect of the Teacher Performance Appraisals. Teachers, including those holding positions of added responsibility, shall not perform any aspect of the performance appraisal.

**45.5.1** At least one (1) observation during the performance appraisal shall be in a class within the teacher's area of qualification unless the teacher is in agreement or the Teacher Performance Appraisal is out of cycle and there is a compulsory timeline that must be met.

**45.6.1** A teacher shall be given at least 48 hours' notice before a classroom observation, unless the teacher and the school Principal agree otherwise.

**45.7.1** The extent of a teacher's participation in extra-curricular programs shall not be the subject of adverse commentary in a performance appraisal and shall not be a factor considered in rating any teacher's performance unsatisfactory.

#### **ARTICLE 46: RECORD OF EMPLOYMENT FOR EI REPORTING**

**46.1.1** For the purposes of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked.

#### **ARTICLE 47: Workplace Safety Insurance Benefits (WSIB) Top Up Benefits**

**47.1.1** 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.

## **ARTICLE 48: CONTINUING EDUCATION TEACHERS - CREDIT COURSE**

**48.1.1** In addition to clauses 47.2, 47.3, 47.4 and 47.5 contained herein, the rights and privileges and terms and conditions of employment of Continuing Education Teachers defined in Article 47.2 be exclusively limited to the following Collective Agreement articles:

Article 2: Management Rights  
Article 3: Recognition and Bargaining Unit Rights  
Article 4: Health & Safety  
Article 6: Qualifications  
Article 9: Retirement/Resignation  
Article 7: Personnel Files  
Article 12: Federation Dues  
Article 14: Experience  
Article 16: Experience  
Article 19: Quarantine  
Article 40: Grievance Procedure  
Article 41: Miscellaneous  
Article 42: Inclement Weather  
Article 43: Strike and Lockout  
Article 44: Criminal Background Check

**48.2** "Continuing Education Teacher" means a teacher employed to teach a continuing education credit course or class established in accordance with the regulations for which a valid Certificate of Qualification or Letter of Standing as a teacher is required by the Regulations.

### **48.3 Contract Term**

**48.3.1** The employment of the Member is conclusively deemed to have been terminated by mutual agreement of the Board and the Member upon the completion of the course or program which the Member was employed to teach or on the date of the cancellation of the program which the Member was employed to teach.

**48.3.2** Members employed in the Adult Education Day School Program shall have seniority rights and recall rights within the Adult Education Day School Program, subject to qualifications, for up to twelve (12) months.

- a) The Seniority List prepared by the Bargaining Unit shall be the basis for future accumulation of seniority and shall contain all Members employed to teach in the Regular Adult Education Day School program.
- b) Seniority shall be defined as continuous service with the Algoma District School Board counted from the first day worked for the Board in the Regular Adult Education Day School program.
- c) The provisions of Article 25 shall apply for positions within the Regular Adult Education Day School program.

**48.3.3** The Board will provide written notice to the affected member(s) of the termination of a program by June 1 for the next school year. When a program is terminated mid-year, the Board will provide written notice of the termination of a program at least two (2) weeks before the termination of the program.

#### **48.4 Hourly Rate of Pay**

**48.4.1** The following hourly rate of pay shall apply to Adult and Continuing Education teachers, other than Adult Day School teachers. The hourly rate of pay set out herein is paid on classroom teacher hours. The payment to the Teacher based on such hours is payment also for the performance of the Teacher of duties related to teaching functions such as marking, evaluation, completing reports, student interviews, preparation and all such other activities necessarily related to the effective teaching of continuing education pupils. In addition, the hourly rate of pay set out herein is inclusive of payment for Statutory holidays.

|                                                        | <b>September 1,<br/>2022 (3%)</b> | <b>September 1,<br/>2023 (3%)</b> | <b>September 1,<br/>2024 (2.75%)</b> | <b>September<br/>1, 2025<br/>(2.5%)</b> |
|--------------------------------------------------------|-----------------------------------|-----------------------------------|--------------------------------------|-----------------------------------------|
| <b>Heritage<br/>Language</b>                           | \$19.11                           | \$19.11                           | \$19.11                              | \$19.11                                 |
| <b>Home<br/>Instruction –<br/>Non Safe<br/>Schools</b> | \$29.10                           | \$29.97                           | \$30.79                              | \$31.56                                 |
| <b>Credit Courses<br/>(not Adult Day<br/>School)</b>   | \$54.63                           | \$56.27                           | \$57.82                              | \$59.27                                 |

**48.4.2** The following hourly rate wage grid of shall apply to Adult Day School teachers. Hours that begin after the end of the school year or after 5:00pm are not considered for the Adult Day School Rate. The hourly rate of pay set out herein is inclusive of payment for Statutory holidays.

a) Effective September 1, 2022: 3%

| <b>CATEGORY</b> | <b>ADS1</b> | <b>ADS2</b> | <b>ADS3</b> | <b>ADS4</b> |
|-----------------|-------------|-------------|-------------|-------------|
| <b>0</b>        | 38.55       | 39.81       | 43.49       | 45.80       |
| <b>1</b>        | 41.26       | 42.68       | 46.51       | 48.94       |
| <b>2</b>        | 43.97       | 45.56       | 49.56       | 52.05       |
| <b>3</b>        | 46.67       | 48.43       | 52.61       | 55.17       |
| <b>4</b>        | 49.37       | 51.32       | 55.65       | 58.27       |
| <b>5</b>        | 51.10       | 53.18       | 57.59       | 60.23       |
| <b>6</b>        | 53.77       | 56.00       | 60.56       | 63.30       |
| <b>7</b>        | 56.40       | 58.81       | 63.55       | 66.36       |
| <b>8</b>        | 59.06       | 61.64       | 66.53       | 69.42       |
| <b>9</b>        | 61.72       | 64.46       | 69.53       | 72.48       |
| <b>10</b>       | 64.38       | 67.29       | 72.50       | 75.54       |
| <b>11</b>       | 64.38       | 67.29       | 75.50       | 78.59       |
| <b>12</b>       | 64.38       | 67.29       | 75.50       | 81.65       |

b) Effective September 1, 2023: 3%

| <b>CATEGORY</b> | <b>ADS1</b> | <b>ADS2</b> | <b>ADS3</b> | <b>ADS4</b> |
|-----------------|-------------|-------------|-------------|-------------|
| <b>0</b>        | 39.71       | 41.00       | 44.79       | 47.17       |
| <b>1</b>        | 42.50       | 43.96       | 47.91       | 50.41       |
| <b>2</b>        | 45.29       | 46.93       | 51.05       | 53.61       |
| <b>3</b>        | 48.07       | 49.88       | 54.19       | 56.83       |
| <b>4</b>        | 50.85       | 52.86       | 57.32       | 60.02       |
| <b>5</b>        | 52.63       | 54.78       | 59.32       | 62.04       |
| <b>6</b>        | 55.38       | 57.68       | 62.38       | 65.20       |
| <b>7</b>        | 58.09       | 60.57       | 65.46       | 68.35       |
| <b>8</b>        | 60.83       | 63.49       | 68.53       | 71.50       |
| <b>9</b>        | 63.57       | 66.39       | 71.62       | 74.65       |
| <b>10</b>       | 66.31       | 69.31       | 74.68       | 77.81       |
| <b>11</b>       | 66.31       | 69.31       | 77.77       | 80.95       |
| <b>12</b>       | 66.31       | 69.31       | 77.77       | 84.10       |

c) Effective September 1, 2024: 2.75%

| <b>CATEGORY</b> | <b>ADS1</b> | <b>ADS2</b> | <b>ADS3</b> | <b>ADS4</b> |
|-----------------|-------------|-------------|-------------|-------------|
| <b>0</b>        | 40.80       | 42.13       | 46.02       | 48.47       |
| <b>1</b>        | 43.67       | 45.17       | 49.23       | 51.80       |
| <b>2</b>        | 46.54       | 48.22       | 52.45       | 55.08       |
| <b>3</b>        | 49.39       | 51.25       | 55.68       | 58.39       |
| <b>4</b>        | 52.25       | 54.31       | 58.90       | 61.67       |
| <b>5</b>        | 54.08       | 56.29       | 60.95       | 63.75       |
| <b>6</b>        | 56.90       | 59.27       | 64.10       | 66.99       |
| <b>7</b>        | 59.69       | 62.24       | 67.26       | 70.23       |
| <b>8</b>        | 62.50       | 65.24       | 70.41       | 73.47       |
| <b>9</b>        | 65.32       | 68.22       | 73.59       | 76.70       |
| <b>10</b>       | 68.13       | 71.22       | 76.73       | 79.95       |
| <b>11</b>       | 68.13       | 71.22       | 79.91       | 83.18       |
| <b>12</b>       | 68.13       | 71.22       | 79.91       | 86.41       |

d) Effective September 1, 2025: 2.5%

| <b>CATEGORY</b> | <b>ADS1</b> | <b>ADS2</b> | <b>ADS3</b> | <b>ADS4</b> |
|-----------------|-------------|-------------|-------------|-------------|
| <b>0</b>        | 41.82       | 43.18       | 47.17       | 49.68       |
| <b>1</b>        | 44.76       | 46.30       | 50.46       | 53.10       |
| <b>2</b>        | 47.70       | 49.43       | 53.76       | 56.46       |
| <b>3</b>        | 50.62       | 52.53       | 57.07       | 59.85       |
| <b>4</b>        | 53.56       | 55.67       | 60.37       | 63.21       |
| <b>5</b>        | 55.43       | 57.70       | 62.47       | 65.34       |
| <b>6</b>        | 58.32       | 60.75       | 65.70       | 68.66       |
| <b>7</b>        | 61.18       | 63.80       | 68.94       | 71.99       |
| <b>8</b>        | 64.06       | 66.87       | 72.17       | 75.31       |
| <b>9</b>        | 66.95       | 69.93       | 75.43       | 78.62       |
| <b>10</b>       | 69.83       | 73.00       | 78.65       | 81.95       |
| <b>11</b>       | 69.83       | 73.00       | 81.91       | 85.26       |
| <b>12</b>       | 69.83       | 73.00       | 81.91       | 88.57       |

## **48.5 Benefits**

**48.5.1** Day School Con Ed Teachers who have been employed with the Board as a Con Ed Teacher for a minimum period of two consecutive School Years and who are working a minimum of five hours a day for five days per week shall be entitled to access the Board's Extended Health and Dental Benefit Plans provided the Member pays 100% of the premiums via payroll deduction. Deductions for the summer months shall be withheld during the month of June.

Availability, terms and eligibility criteria of the Insurer shall prevail at all times. Members shall only have access to benefits as long as they continue to be employed by the Board and so long as they meet the aforementioned criteria.

### **48.5.2 Bereavement Leave**

- a) On application to the Superintendent/Manager of Human Resources, Bereavement Leave shall be granted without loss of pay or Sick Leave credits to Con Ed Teachers who are working a minimum of five hours per day for five days per week for the following:
  - (i) upon the death of a Con Ed Teacher's father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, grandparent of employee, or spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, step parent, step child, or for a miscarriage or stillbirth experienced by the Member, their spouse, or a surrogate.
- b) Bereavement for those situations covered under this Article will be provided as follows:
  - (i) within a distance of one hundred and fifty (150) kilometres of the Con Ed Teacher's principal residence to a maximum of three (3) working or School Days.

Notwithstanding the above, when a death occurs in a Con Ed Teacher's immediate family (father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, step parent, step child), the Con Ed Teacher may be granted an additional two days if approved by the Superintendent.

- (ii) For greater distances – to a maximum of five (5) School Days.



### **48.5.3 Jury Duty**

- a) On application to the Superintendent/Manager of Human Resources, a Con Ed Teacher who has been employed by the Board for five (5) school months and who is working a minimum of five (5) hours per day for five days per week and who is required to serve on a Jury or subpoenaed as a court witness, but who is not party to the action, will be granted a Leave of Absence, with pay, for the duration required by the court, however such Leave with pay, shall not exceed three (3) days.
- b) A Leave of Absence under this Article will not be deemed to be termination of a Con Ed Teacher's contract.
- c) All pay, excluding travel, meals and accommodation expenses received from the Court for such appearances, shall be submitted to the Board.

### **48.5.4 Sick Leave**

- a) After each twenty (20) consecutive full teaching days of a minimum of five hours, a Con Ed Teacher shall be entitled to one (1) paid Sick Leave Day.
- b) Sick Leave Days may be accumulated to a maximum of five (5) days for each school year in a continuous assignment. Sick Leave Days do not transfer or accumulate from one teaching assignment to another unless the continuous assignment moves into a second semester.
- c) The purpose of Sick Leave shall be for absences related to a Con Ed Teacher's illness or dental condition.
- d) No Sick Leave Days will be credited to a Con Ed Teacher on strike, lockout or withdrawal of services.
- e) All medical absences which exceed five (5) consecutive school days may require documentation acceptable to the Board upon return.
- f) The Board reserves the right to have a Con Ed Teacher submit a Certificate from a Doctor, named by the Board, regardless of the duration of the illness. Where the Board has requested such certification, the Board shall be responsible for the cost of the medical certificate.

#### **48.5.5 Parental/Adoption Leave**

Parental/Adoption Leave shall be granted for two (2) days to Continuing Education Teachers without loss of pay, and chargeable to Sick Leave Credits, if they have Sick Leave Credits, to attend to the responsibilities related to the birth or adoption of the Continuing Education Teacher's child.

#### **48.6 Seniority**

The Bargaining Unit will prepare and administer a Seniority List of Continuing Education Teachers. The Seniority List shall contain the names of all Continuing Education Teachers covered by this Collective Agreement and under contract to the Algoma District School Board. Seniority shall be defined as continuous service with the Algoma District School Board counted from the first day worked with the Board.

The Seniority List shall be prepared by the Bargaining Unit and supplied to the Board by December 15 each year.

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**ALGOMA DISTRICT SCHOOL BOARD**

**“The Employer”**

**AND**

**DISTRICT 2 – OSSTF TBU BARGAINING UNIT**

**“The Union”**

**Memorandum 2018: B05 – Employment Insurance (EI Waiting Period) and Supplementary Employment Insurance Benefits**

The Board will adhere to the suggestion outlined in Memorandum 2018: B05 – Employment Insurance (EI Waiting Period) and Supplementary Employment Insurance Benefits. Specifically, the Board will apply a cost neutral approach to make an additional payment above the Service Canada approved SEB plan as outlined in Article 33.1.2. This payment will provide total earnings equivalent to what the individual would have received from the SEB plan prior to the reduction in the EI waiting period.

The intent of Memorandum 2018: B05, which this Letter of Understanding addresses, is to ensure members receive total earnings in the amount that they would have received from the SEB plan prior to January 1, 2017. Prior to January 1, 2017 there was a two-week waiting period for EI benefits compared to the one-week waiting period that was instituted thereafter. At that time, the Board paid members 100% of regular earnings during the two-week waiting period for EI benefits, followed by six weeks of top up to regular earnings, which was a payment by the Board for the difference between EI benefits and the member’s regular earnings.

To make members whole, the Board will apply a cost neutral approach.

This will be a one-time payment, the timing of which will be at the Board’s discretion.

This payment does not form part of the SEB plan in Article 33.1.2.

Members affected by this Letter of Understanding are those that begin their Pregnancy Leave on or after January 1, 2021.

This Letter of Understanding is contingent upon the existence and application of Memorandum 2018: B05 – Employment Insurance (EI Waiting Period) and Supplementary Employment Insurance Benefits.

Signed this 14<sup>th</sup> day of January, 2025 at Sault Ste. Marie, Ontario.

For the Board

Frank A. Plumbo

Nicki Linn

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For the Union

[Signature] 09/05/25

Jason Jans 09/18/25

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