COLLECTIVE AGREEMENT

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (O.S.S.T.F.)

DISTRICT 28

TEACHERS AND OCCASIONAL TEACHERS

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PART A – CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

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

C1.2 Implementation

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

C1.3 Parties

a) The parties to the collective agreement are the school board and the bargaining agent.

b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

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

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

C2.1 Single Collective Agreement

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

C2.2 Term of Agreement

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

C2.3 Amendment of Terms

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

C2.4 Notice to Bargain

a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:

b) Notice to commence bargaining shall be given by a central party:
   i. within 90 (ninety) days of the expiry of the collective agreement; or
   ii. within such greater period agreed upon by the parties; or
   iii. within any greater period set by regulation by the Minister of Education.

Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The "Central Parties" shall be defined as the employer bargaining agency, the Ontario Public School Boards' Association (OPSBA) and the Ontario Secondary School Teachers' Federation (OSSTF/FEESO).

C3.3 "Teacher" shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.

C3.4 "Employee" shall be defined as per the *Employment Standards Act*.

C3.5 "Professional Judgement" shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

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

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

a) A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.

c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.

d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.

b) The Committee shall meet at the request of one of the central parties.

c) The central parties shall each have the following rights:

i. To file a dispute as a grievance with the Committee.

ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.

iii. To withdraw a grievance.

iv. To mutually agree to refer a grievance to the local grievance procedure.

v. To mutually agree to voluntary mediation.

vi. To refer a grievance to final and binding arbitration at any time.

d) The Crown shall have the following rights:

i. To give or withhold approval to any proposed settlement between the central parties.

ii. To participate in voluntary mediation.

iii. To intervene in any matter referred to arbitration.

e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

a) Any central provision of the collective agreement alleged to have been violated.

b) The provision of any statute, regulation, policy, guideline, or directive at issue.

c) A detailed statement of any relevant facts.

d) The remedy requested.

C5.4 Referral to the Committee:

a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.

b) A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.

c) The Committee shall complete its review within 10 days of the grievance being filed.

d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.

e) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

a) The central parties may, on mutual agreement, request the assistance of a mediator.

b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.

c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

a) Arbitration shall be by a single arbitrator.

b) The central parties shall select a mutually agreed upon arbitrator.

c) The central parties may refer multiple grievances to a single arbitrator.

d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION

a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.

b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

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

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

C7.00 BENEFITS

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

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

Post Participation Date, the following shall apply:

C7.1 Funding

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

C7.2 Cost Sharing

a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.

b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C7.3 Payment in Lieu of Benefits

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

C7.4 WSIB Top-Up

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

b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

c) Status quo to be determined.

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

a) All permanent Teachers shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.

c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

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

a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.

c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

d) Seniority and experience continue to accrue during such leave(s).

e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the

permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.

ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.

iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.

iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.

v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.

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

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

i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP**.**

ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.

iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.

iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

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

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

i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.

ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.

iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.

ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.

iv. At no time shall the employer or any of its agents contact the medical practitioner directly.

v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.

vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

a) OSSTF/FEESO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.

b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

    i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.

d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
   (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
   (b) the Teacher's salary as of August 31, 2012.

3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).

4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.

5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
   i. Near North District School Board
   ii. Avon Maitland District School Board
   iii. Hamilton-Wentworth District School Board
   iv. Huron Perth Catholic District School Board
   v. Limestone District School Board

B. Other Retirement Gratuities

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

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APPENDIX B – ABILITIES FORM

Employee Group:	*Requested By:*
WSIB Claim: ☐ *Yes* ☐ *No*	*WSIB Claim Number:*

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

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

Employee Name: *(Please print)*	**Employee Signature:**
Employee ID:	**Telephone No:**
Employee Address:	**Work Location:**

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

Please check one:

☐ Patient is capable of returning to work with no restrictions.

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

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

First Day of Absence: _____	General Nature of Illness (***please do not include diagnosis***): _____

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)

Walking:	**Standing:**	**Sitting:**	**Lifting from floor to waist:**
☐ Full Abilities ☐ Up to 100 metres ☐ 100 - 200 metres ☐ Other (*please specify*):	☐ Full Abilities ☐ Up to 15 minutes ☐ 15 - 30 minutes ☐ Other (*please specify*):	☐ Full Abilities ☐ Up to 30 minutes ☐ 30 minutes - 1 hour ☐ Other (*please specify*):	☐ Full Abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (*please specify*):

Lifting from Waist to Shoulder:	**Stair Climbing:**	☐ **Use of hand(s):**	
		Left Hand	**Right Hand**
☐ Full abilities ☐ Up to 5 kilograms ☐ 5 - 10 kilograms ☐ Other (*please specify*):	☐ Full abilities ☐ Up to 5 steps ☐ 6 - 12 steps ☐ Other (*please specify*):	☐ Gripping ☐ Pinching ☐ Other (*please specify*):	☐ Gripping ☐ Pinching ☐ Other (*please specify*):

APPENDIX B – ABILITIES FORM

☐ **Bending/twisting** repetitive movement of (*please specify*):	☐ **Work at or above shoulder activity**:	☐ **Chemical exposure to**:	**Travel to Work**: Ability to use public transit Ability to drive car	☐ Yes ☐ No ☐ Yes ☐ No

2B: COGNITIVE (*please complete all that is applicable*)			
Attention and Concentration: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Following Directions:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Decision- Making/Supervision:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Multi-Tasking:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:
Ability to Organize: ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Memory:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Social Interaction:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:	**Communication:** ☐ Full Abilities ☐ Limited Abilities ☐ Comments:

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

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

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: ☐ 6-10 days ☐ 11- 15 days ☐ 16- 25 days ☐ 26 + days	Have you discussed return to work with your patient? ☐ Yes ☐ No
Recommendations for work hours and start date (if applicable): ☐ Regular full time hours ☐ Modified hours ☐ Graduated hours	Start Date: **dd** **mm** **yyyy**

Is patient on an active treatment plan?: ☐ Yes ☐ No

Has a referral to another Health Care Professional been made?
☐ Yes (optional - please specify): _____ ☐ No

If a referral has been made, will you continue to be the patient's primary Health Care Provider? ☐ Yes ☐ No

4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: SICK LEAVE

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

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.

2. Responsibility for payment for medical documents.

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

AND

The Crown

RE: REGULATION 274 - HIRING PRACTICES

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

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: CLASS SIZE

The parties agree that the issue of class size has been addressed at the Central Table and that the practices and collective agreement provisions currently in effect in local boards shall remain status quo. Such practices and collective agreement provisions shall not be subject to local bargaining or mid-term amendments between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014.* However in extenuating circumstances exceptions may be made on a case by case basis with the mutual consent of the local parties to support student programming. The parties further agree that the central parties shall permit these discussions to occur.

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: BENEFITS

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

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

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

1.0.0 PRINCIPLES

1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

1.3.0 Services provided by the Trust to be available in both official languages, English and French; and

1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

2.1.2 The appointed independent experts will:

a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

2.1.4 All voting requires a simple majority to carry.

2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the

Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

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

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

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

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

3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF $2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further $2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred

to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

a. If available, the paid premiums or contributions or claims costs of each group; or
b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;

i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).

c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
e. An amount of $300 per FTE, in addition to (d) will be provided.
f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
    i) there is an in-year deficit,
    ii) that the deficit described in i) is not related to plan design changes,
    iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

    then the in-year deficit in i) would be paid by the board associated with the deficit.
h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.

k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co–pay arrangements that exist under school board collective agreements will continue under the Trust.
l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
m. Funding previously paid under (b),(d),(e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.

5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
a. Validation of the sustainability of the respective Plan Design;
b. Establishing member contribution or premium requirements, and member deductibles;
c. Identifying efficiencies that can be achieved;
d. Adopting an Investment Policy; and
e. Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
b. Fund claims stabilization or other reserves;
c. Improve plan design;
d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

a. Use of existing claims stabilization funds;
b. Increased member share premium;
c. Change plan design;
d. Cost containment tools;
e. Reduced plan eligibility; and
f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

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

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

6.0.0 TRANSITION COMMITTEE

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: STATUS QUO CENTRAL ITEMS

Status quo central items

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

Issues:

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

15.

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: STATUS QUO CENTRAL ITEMS AS MODIFIED BY THIS AGREEMENT

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

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

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

e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.

h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.

j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph 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]*

PART B – LOCAL TERMS

The following Articles of this collective agreement also apply to Occasional Teachers: Articles L1.00, L2.00, L3.00, L4.00, L5.00, L15.00, L19.00, L27.00, L30.00, L31.00, L34.00, L37.00, L38.00, and L39.00. Articles L40.00 to L46.00 apply to Occasional Teachers only.

L1.00 PURPOSE

L1.1 It is the intent and purpose of the Parties to this Agreement to set forth certain of the conditions of employment together with the salaries and the allowances that apply to the teachers who are covered by this Agreement. This Agreement represents the entire negotiated Agreement between the Parties.

L2.00 AMENDMENTS AND SCHOOL YEAR

L2.1 Amendments (deletions or additions) to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement. Either Party wishing to amend this Agreement shall notify the other Party to this effect. Such a notice shall be given in writing. The other Party shall acknowledge such notice and meet to consider the proposed amendment within fourteen (14) days.

L2.3 In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations and in the opinion of either Party such action results in changes in the terms and conditions as outlined in this Agreement, the Parties shall meet within fifteen (15) days of the written request of either Party for such a meeting.

L2.5 (a) The length of the school year shall be the minimum required under the Education Act.

(b) Guidance Teachers who agree, by mutual consent, to work outside the designated school year shall receive compensating days off equal to the FTE of days worked. Such days are to be scheduled during the course of the school year with the agreement of the principal. The principal shall notify the Bargaining Unit president of the number of FTE days each teacher is entitled to by September 15th of the school year.

L3.00 RECOGNITION

L3.1 The Board recognizes OSSTF as the exclusive bargaining agent for every teacher and occasional teacher, other than principals and vice-principals – who is assigned to one (1) or more secondary schools or who performs duties in respect of such schools all or most of the time.

L3.2 The Board recognizes the Negotiating Committee officially authorized by OSSTF as the Committee to represent the teachers and occasional teachers in the Bargaining Unit and to negotiate on their behalf. The Board also recognizes the right of OSSTF to authorize any agent to represent the teachers and occasional teachers and to negotiate on their behalf if the need arises.

L3.3 Both Parties undertake to inform each other in writing of the members of their Negotiating Committee who may be elected or appointed from time to time and to inform each other in writing whenever any other agent has been authorized to represent or to negotiate on their behalf.

L3.4 The Teachers and Occasional Teachers recognize the Board Negotiating Committee as the regular and official committee representing the Board and negotiating on its behalf.

L3.5 The Teachers and Occasional Teachers also recognize the right of the Board to authorize the Ontario Public School Boards' Association or any other agent to represent the Board and to negotiate on its behalf if the need arises.

L3.6 Subject to application for the use of a school facility in accordance with Board Policy governing the use of Board Facilities, the Federation shall be allowed to carry out Federation business on the Board's premises outside normal school hours.

L4.00 IMPLEMENTATION

L4.1 All teachers shall be paid strictly in accordance with this Agreement.

L4.2 All secondary teachers shall, for salary purposes, be placed, without exception in the group (category) assigned them according to the OSSTF certification policy as outlined in Clause L5.1.

L4.3 (a) Where by June 30th of the school year, a teacher files with the Board an OSSTF Certification Rating Statement showing that the requirements for a higher rating category were completed after the end (June 30th) of the previous school year, the teacher shall receive the higher rate retroactive to the first day of the month following the month in which the requirements for the higher category were completed.

(b) Where a teacher has filed the necessary documentation with OSSTF in sufficient time to reasonably meet the date specified in (a) above, and the teacher receives written notification that the OSSTF Certification Rating Statement will be delayed for reasons beyond the control of the teacher, the teacher shall file such documentation with the Board and shall be deemed to have met the requirements of (a) above.

L5.00 CATEGORY DEFINITIONS

L5.1 (a) Category definitions shall be those established by the Ontario Secondary School Teachers' Federation Certification Policy in the current year minus one (1) year.

(b) For the purpose of salary categorization, the Board recognizes the statement of certification or qualification issued by the OSSTF. In case of dispute on category standing, the ruling of the OSSTF shall be final. Deviations from this policy which may be applicable to the local Federation are contained in Clauses 5.2, 5.3, and 5.4 of this Agreement.

(c) It shall be incumbent upon the teacher to provide the Board with documented proof of Category in the form of the statement of certification or qualification issued by the OSSTF.

5.2 All teachers employed on Letters of Standing shall be paid according to their "Letter of Evaluation" from the OSSTF issued in accordance with the category definitions of Clause 5.1 (a).

5.3 All teachers who lack basic qualifications for teaching in Ontario Secondary Schools shall be paid as if they were in Category I.

5.4 All teachers employed on a TSS Certificate shall be paid as if they were in Category I.

L6.00 SALARY SCHEDULE

L6.1

	Effective September 1, 2014				Effective September 1, 2015			
	I	II	III	IV	I	II	III	IV
0	40,278	44,313	48,338	52,368	40,681	44,756	48,821	52,892
1	43,577	47,677	51,994	55,881	44,013	48,154	52,514	56,440
2	46,864	51,039	55,658	59,414	47,333	51,549	56,215	60,008
3	50,160	54,415	59,322	62,935	50,662	54,959	59,915	63,564
4	53,458	57,776	62,980	66,453	53,993	58,354	63,610	67,118
5	56,755	61,141	66,642	69,982	57,323	61,752	67,308	70,682
6	60,047	64,506	70,301	73,508	60,647	65,151	71,004	74,243
7	63,340	67,869	73,960	77,029	63,973	68,548	74,700	77,799
8	66,637	71,242	77,621	80,562	67,303	71,954	78,397	81,368
9	69,936	74,612	81,279	84,089	70,635	75,358	82,092	84,930
10	73,228	77,984	84,943	87,606	73,960	78,764	85,792	88,482
11	76,536	81,367	88,614	91,133	77,301	82,181	89,500	92,044
12				94,653				95,600

	Effective February 1, 2017			
	I	II	III	IV
0	40,884	44,980	49,065	53,156
1	44,233	48,395	52,777	56,722
2	47,569	51,807	56,496	60,308
3	50,915	55,234	60,215	63,882
4	54,263	58,646	63,928	67,453
5	57,609	62,061	67,645	71,035
6	60,951	65,477	71,359	74,614
7	64,293	68,890	75,073	78,188
8	67,640	72,314	78,789	81,774
9	70,989	75,735	82,502	85,355
10	74,330	79,158	86,221	88,924
11	77,688	82,592	89,948	92,505
12				96,078

L6.2 Experience recognized as a result of full-time teacher's employment on a regular basis for part of a school year, shall be that fraction of the school year they were employed for, rounded off to the nearest tenth.

L6.3 The following Clauses set out experience allowances to be granted to teachers. Such experience allowances shall not carry a teacher beyond the scale maxima set out in Clause 6.1 above.

L6.4 The allowances for Ontario Secondary School Teaching experience shall be in accordance with the grid set forth in Clause 6.1 above.

L6.5 (a) Allowance for Ontario Elementary School Teaching Experience
The allowances for Ontario elementary school teaching experience shall be in accordance with the grid set forth in Clause 6.1 above.

(b) Allowance for Other Teaching Experience
The allowance for other teaching experience shall be:

(i) As per Clause 6.1 for teaching experience that is considered to be the valid equivalent of Ontario secondary school teaching experience, by the Board or its hiring agents.

(ii) As per Clause 6.5 (a) for teaching experience that is considered to be the valid equivalent of Ontario elementary school teaching experience, by the Board or its hiring agents.

(iii) The Board may approve exchanges between elementary and secondary school teachers on a yearly basis without loss in salary, other than responsibility allowances.

L6.6 Related Experience

(a) Trade & Industrial Experience and Business & Commercial Experience
For teachers with technical, vocational or occupational certificates engaged in teaching practical, as opposed to academic subjects and for teachers with business and commercial certificates engaged in teaching business and commercial subjects, the Board will recognize at the rate of two (2) years' experience equalling one (1) year on the grid set forth in Clause 6.1 experience which can be documented and is now or was relevant at the time of hiring. The said technical, vocational, occupational, business or commercial experience shall be considered relevant when it is additional to, and of similar character, to that required for admission to corresponding Ontario College of Education courses. When documentation suitable to the Board cannot be obtained, a sworn affidavit shall be accepted by the Board. A valid Acceptance of Position form shall also be regarded as acceptable documentation.

(b) Other Related Experience

(i) Allowable business, commercial, technical, vocational, occupational and additional related experience combined must not aggregate more than eight (8) years at two hundred thirty dollars ($230) per year. The same experience must not be counted more than once even though such experience may get more than one classification.

(ii) The following examples, which are not necessarily to be considered restrictive, are set out to assist the Board in determining the eligibility of additional related experience for purposes of salary recognition:

(1) Teaching experience other than elementary or secondary.

(2) Engineers hired to teach math or science.

(3) Clergymen hired to teach English or Guidance.

(4) Lab technicians, foresters or agriculturists hired to teach science.
(5) Urban planners hired to teach geography.
(6) Reporters hired to teach English or History.
(7) Interpreters hired to teach the language in which they specialized.
(8) Actors, producers and script writers for stage or film hired to teach English, Screen Education or Theatre Arts.
(9) Other people whose experience is directly related to subjects they are hired to teach, e.g.:
    (A) a public librarian becoming a school librarian;
    (B) a nursing instructor becoming a teacher in any field;
    (C) a practising nurse becoming an occupations teacher where the program includes hospital services;
    (D) a salesman employed to teach marketing and merchandising;
    (E) an auditor teaching bookkeeping and accounting.

Note 1: Armed Forces: No allowance unless their work qualifies them for one of the preceding categories.
Note 2: Such forms of experience as a teacher doing instruction in physical education at university, while attending university as a student would not get a related experience allowance.
Note 3: If in a year subsequent to the year of initial employment, the principal shifts the teacher to a subject field different from that in which the related experience applied, the experience allowance would still hold.
Note 4: Attendance for a full year at the Institute of Child Study would be recognized as one (1) year of related experience.
Note 5: Full-time university teaching would be recognized as related experience, as would that of full-time physical education instructor in the armed forces.
Note 6: Army instructors would get experience recognition only where their instructional duties were formal and full-time.
Note 7: Summer jobs and other casual work are not recognized for experience allowance, nor are the in-factory intervals on co-operative training courses.

L6.7 Record Re: Allowance

(a) Upon hiring a teacher, the Board shall furnish the teacher with a statement of secondary experience recognized under Clause 6.4 and elementary experience recognized under Clause 6.5. The teacher shall furnish the Board with documentary proof of the experience so recognized.

(b) The statement given to the teacher in Clause 6.7 (a) by the Board shall indicate for each type of allowance mentioned:
    (i) the total number of years accepted by the Board at the time of hiring and the dollar rate per year that was granted; and
    (ii) the total number of years documented by the teacher and recognized by the Board at the time of hiring under each type of experience whether recognized for salary or not.

(c) It shall be the responsibility of the Board and the teacher to retain copies of statements issued under Clauses 6.7 (a) and (b) as long as the teacher remains a teacher of the Board.

L6.8 For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

L7.00 RESPONSIBILITY ALLOWANCES

L7.1 The principal shall ensure that every subject area in the school to which a teacher has been assigned is represented within the Positions of Responsibility structure, singly or in combination with other subject areas.

The number of Positions of Responsibility allocated to each school shall be based on the projected ADE school enrolments as listed below.

Student ADE Enrolment	Positions of Responsibility
1000 and over	10
850 – 999	9
700 – 849	8
550 – 699	7
400 – 549	6
Under 400	5

L7.2 These provisions shall apply and will continue in force subject to any revisions required by the Ministry of Education & Training funding formula.

L7.3 The duties of a Teacher in a Position of Responsibility are as defined in Regulation 298 of the Education Act.

L7.4 The following responsibility allowances for those in charge of department or organizational units will be granted and the amounts shall be in addition to those granted in Article L6.00 of this Agreement.

	September 1 , 2014	September 1, 2015	February 1, 2017
(a) Major Department Heads	$4,502	$4547	$4570
(b) Minor Department Heads	$3,376	$3410	$3427

L7.5 A Major Department Head shall be appointed and defined as the teacher in charge of a department or organizational unit with more than five (5) timetables (for the purposes of this Article, a timetable shall be the equivalent of one [1] teacher FTE).

L7.6 A Minor Department Head shall be appointed and defined as the teacher in charge of a department or organizational unit with five (5) or fewer timetables.

L7.7 The responsibility allowance of each Department Head shall be defined November 1st of each school year.

L7.8 Teachers holding positions of responsibility shall be specialists in their area or hold honours specialist qualifications in one (1) or more subjects taught in the department or programs. In the absence of an applicant with appropriate specialist qualifications, the principal may appoint an applicant who undertakes to pursue a specialist qualification within the term of appointment. An exception may be made where no teacher in the school is qualified and/or willing to perform the duties.

L7.9 No teacher shall hold more than one (1) position of responsibility at any one (1) time. Positions of responsibility may be shared between two (2) teachers on a half-time (½) basis only.

L7.10 All positions of Responsibility shall be for a three (3) year term.

L7.11 An incumbent may re-apply for a Position of Responsibility at the end of their term.

L7.12 Any leave taken during the term of position will be considered as part of the term of the position.

L7.13 A position of responsibility which becomes vacant during the school year and will remain vacant for more than ninety (90) days will be filled on an interim basis.

L7.14 Interim appointments shall be made to fill a vacancy which is created by the Board's granting a leave to a teacher holding a position of responsibility and shall be for the period not exceeding three (3) years or the duration of the leave, whichever is less.

L7.15 (a) Consultant appointments shall be made from teachers with section(s) on school staffing lists as of May 31st, unless there are no applicants from the staffing lists.

(b) Consultant appointments shall not exceed a three year term.

(c) An appointee shall be exempt for a maximum of one redundancy process for the term of the appointment.

(d) Consultant positions cannot be filled through the redundancy process.

L7.16 An allowance of $5,239 ($5291 September 1, 2015, $5317 February 1, 2017) will be paid to a teacher appointed to the position of consultant. The allowance shall be pro-rated for a part-time consultant according to the fraction of time he/she is performing duties as a consultant.

Where a consultant is required to travel in the County, the consultant shall have a location designated by the board. Travel allowance shall be payable to such teachers at the rate currently approved by Board policy and all distances shall be measured from the designated location.

L8.00 TERMINATION OF EMPLOYMENT

L8.1 A teacher shall notify the Board by November 30th of the teacher's intention to resign December 31st in a non-semestered school or the earlier of the end of Semester 1 or January

31st in a semestered school, and by March1st of the teacher's intention to resign effective June 30th, July 31st or August 31st.

L8.2 The Board and a teacher who is a night school or summer school teacher shall give written notice, of not less than two (2) weeks, to the other, should either wish to terminate the teacher's employment prior to the end of the assignment. Such notice shall not apply in the event of termination for cause.

L8.3 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

L9.00 ALLOWANCES FOR EXTRA DEGREES

L9.1 (a) An allowance of $793 ($801 on September 1, 2015, $805 on February 1, 2017) shall be granted for one Master's degree or one Doctorate from universities which are members of the National Conference of Canadian Universities and Colleges or of similar conferences in other parts of the world provided that such degree has not been used for category placement.

(b) The extra degree allowance shall be paid above category and shall have the effect of exceeding maximum for all teachers of the local Federation.

L10.00 PART-TIME TEACHERS

Note: This Article represents many of the restrictions which apply to part-time teachers. Except as otherwise provided, the Agreement applies equally to full-time and part-time teachers. Other restrictions and/or special provisions, but not necessarily the only ones, may be found in Articles L12.00 and L23.00.

L10.1 Part-time teachers shall be paid a salary pro-rated on schedule according to their qualifications and experience.

L10.2 (a) Part-time teachers shall be allowed to participate in the benefit plans pursuant to Article L12.00 and allowances covered by this agreement. Subject to the specifications of the Insurance Carrier, part-time teachers have the right to waive participation in the Benefit Plans.

(b) Experience recognized as a result of part-time teachers employed on a regular basis in any one (1) school year, shall be that fraction of a full year they were employed for, rounded off to the nearest tenth.

(c) Part-time teachers shall be paid that fraction of full salary that their duty time per week or per cycle or per semester, etc., bears to the corresponding average timetable served during the regular school day by full-time classroom teachers in the school concerned.

(d) Supervisory and other duties assigned to full-time regular day school teachers shall be assigned on a proportionate basis to teachers working a part-time day school schedule.

(e) A teacher whose timetable is expanded with an occasional assignment can count the timetable expansion for increment and benefit purposes. Such an increase of timetable increases future timetable entitlement.

In administering Clause L10.2 (e), the following guidelines apply:

(i) BENEFITS PURPOSES

(1) Occasional assignment means teaching the equivalent of at least one (1) full section continuously for at least twenty (20) school days during a semester.
(2) Benefit improvements will be reflected for the time period in which the occasional assignment is taught.
(3) It is the responsibility of the teacher claiming such increment credits to provide documentation of the occasional assignments.

(ii) INCREMENT PURPOSES

(1) Occasional assignment means an assignment for the same teacher teaching the same timetable for more than ten (10) consecutive teaching days.
(2) Increments will be calculated in the normal manner i.e. assignments in one (1) school year are reflected in increments at the commencement of the next school year. Calculations shall be rounded to the nearest tenth.
(3) It is the responsibility of the teacher claiming such increment credits to provide documentation of the occasional assignments.

(iii) TIMETABLE ENTITLEMENT

(1) Occasional assignment means teaching the equivalent of at least one (1) full section continuously for at least seventeen (17) weeks during a semester.
(2) Entitlement shall be calculated by doubling the teacher's best semester assignment during the current school year or the second semester assignment of the previous school year.
(3) Entitlement is exercised in accordance with Article L24.00 and cannot result in the splitting of a single course or other equivalent assignment among two (2) or more teachers.
(4) Timetable increase for an occasional assignment does not affect the teacher's location (i.e. school) on the seniority list. The teacher remains at the location (i.e. school) on the seniority list where the assignment is held.
(5) It is the responsibility of a teacher claiming an entitlement under this provision to advise the principal of the school in which the contract assignment is held of any entitlement generated by a timetable expansion in a different school. This notification, in writing, must be done within five (5) school days of the end of the accumulation period.

L11.00 METHOD OF PAYMENT

L11.1 (a) The method of payment shall be ten (10) payments of 8% each and one payment of 20%. There shall be a pay of 8% on the first school day in September. There shall be pays of 8%

not later than the last Friday of each month from September to May inclusive. There shall be a pay of 20% not later than the last school day in June.

(b) (i) Teachers' salary payments shall be made by direct deposit to a financial institution of the teacher's choice

(ii) Each teacher shall supply the proper information of the account to which salary deposit is to be made. No payments can be made until this information has been supplied.

(iii) A maximum of one (1) change of account for deposit will be accepted in any one (1) school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Board Payroll Department at least two (2) weeks before the change is to be effective.

(iv) The Board reserves the right to pay by cheque at any time.

(c) Where a pay date is not a date on which direct deposits can be made, the pay date shall be moved to a date preceding the specified date. In each case, the date moved to will be the one nearest the specified date on which the transaction can occur. In the event, the Board has exercised its rights under Clause L11.1 (b) (v), the "date on which direct deposits can be made" shall become "school day" and the date to which the pay date is moved shall be a school day.

L11.2 (a) Upon receipt of notification of the employment of a new teacher the Human Resources Department shall mail to the teacher concerned, at the address indicated, all forms which will be required for payroll purposes. If these forms are not received by the Board fifteen (15) days prior to the teacher's first regularly scheduled pay day, the teacher shall be given notice by certified or registered mail.

(b) Any such teacher who has not ten (10) days prior to a regularly scheduled pay day filed with the Administrator - Human Resources all forms required at that time for the processing of pay, shall not receive any payments until the forms have been filed following which arrears shall be paid with the next regular instalment payment.

(c) The board shall make statutory deductions as required by law or the Agreement.

L11.3 A teacher is entitled to be paid his or her salary in proportion that the number of school days on which the teacher performs his or her bears to the total number of school days in the school year.

L11.4 Full-time teachers that leave the employ of the board or take a leave of absence part way through the year will be paid their full-time salary for the portion of the year that they worked.

L11.5 The Board shall deduct Ontario College of Teachers' fees on the January pay each year and shall remit by the due date set by the College.

L12.00 BENEFIT PLANS

L12.1 (a) The cost of premiums for Supplementary Medical and Semi-Private Hospital Coverage shall be shared on the basis of 10% by the teacher and 90% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 42.5% assistance on the cost of premiums. Teachers on any leave without pay shall receive no assistance on the cost of premiums. Amendments to this clause subject to the terms of the Letter of Understanding Group Benefits dated December 10, 2008.

(b) The cost of premiums for $50,000 Basic Group Life Insurance shall be shared on the basis of 10% by the teacher and 90% by the Board for teachers working 60% or more full-time. Teachers working less than 60% of full-time will receive 45% assistance on the cost of premiums. Teachers on any leave without pay shall receive no assistance on the cost of premiums. Subject to availability from the Insurance Carrier and eligibility, a teacher may acquire Optional Life Insurance paid 100% by the teacher in multiple units of $25,000 to a maximum of $200,000.

L12.2 Enrolment in the plans outlined in Clause L12.1, including any changes made in accordance with Clause L12.5 (a), subject to any exceptions provided by the insuring company, becomes and remains a condition of employment for teachers as they enter the Board's service.

L12.3 The Board also makes available a long-term disability plan, premiums on which are the individual teacher's responsibility. Teachers of the Bargaining Unit whose employment commenced on or after September 1, 1980 must, as a condition of employment, enrol in the long-term disability plan. Any teacher in the twelve (12) months prior to retirement, may drop long-term disability coverage provided that they will qualify for an unreduced service pension.

L12.4 The Board agrees to a full disclosure of all details of the operation of the plan(s) and further agrees to provide the Bargaining Unit President with a complete copy of the master contract for each of the Benefit plans in operation under this Agreement.

L12.5 (a) The Federation shall have the right to change the specifications and carriers for the Supplementary Medical and Semi-Private Hospital Coverage, Group Life Insurance (basic), long-term disability plan and dental plan.

(b) Where a change in specifications and/or carrier occurs under Clause L12.5 (a) and the resulting contract is between the Federation or an agent of the Federation and the carrier, the Federation agrees to a full disclosure of all details of the operation of the plan(s), and further agree to provide the Board with a complete copy of the master contract for each of the Benefit plans changed under the provision in Clause L12.5 (a).

L12.6 Where the specifications are changed from those shown in Clause L12.1 or as these plans existed on August 31, 1981 or where a change in carrier occurs, the Board's share of the premiums shall be changed so that the actual amount paid by the Board does not increase as a result of changes initiated under Clause L12.5. Thus, if the premiums for a plan doubled, the Board's percentage contribution would be halved.

L12.7 (a) Subject to the conditions of the insurance underwriters, a teacher who retires from the Board prior to age sixty-five (65) may retain coverage under the group life insurance plan, and the supplementary medical and semi-private hospital plan, provided the teacher had coverage at the time of retirement until the teacher attains the age of sixty-five (65) years. The retired teacher must pay, in advance, subject to Board Policy, the full premium cost to maintain participation and coverage under the group contract.

(b) Notwithstanding L12.7 (a), for teachers who retire after August 31, 2005, retiree benefits shall not be included in the teacher benefit pool and the premium costs for that retiree group shall be based upon the rating for that group.

L12.8 (a) The cost of premiums for a Dental Plan with riders 2 (dentures), 3 (orthodontics) (effective September 1, 2005) and 4 (major restorative) based on 50/50 coinsurance or equivalent shall be shared on the basis of 5% by the teacher and 95% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 45% assistance on the cost of premiums. Teachers on leave without pay shall receive no assistance on the cost of premiums. Amendments to this clause subject to the terms of the Letter of Understanding Group Benefits dated December 10, 2008.

(b) Enrolment in the dental plan, including any changes made in accordance with Clause L12.5 (a), is, subject to any exceptions provided by the insuring company, a condition of employment for teachers of the Bargaining Unit.

(c) The current ODA fee schedule shall be the current ODA fee schedule minus one (1) year.

L12.9 The Board agrees to pay 100% of the premiums for $425 every twenty-four (24) months for Vision Care coverage.

L12.10 (a) The Board agrees to administer a Dependent Life Insurance Plan ($10,000 for spouse and $5,000 for each child over fourteen [14] days of age).

(b) Enrolment in the above Dependent Life Insurance Plan is subject to any exceptions provided by the insuring company.

(c) The Dependent Life Insurance Plan outlined above shall become effective September 1, 1985 or at such later date as provided by the carrier.

L13.00 LEGAL LIABILITY

L13.1 For teachers or occasional teachers having any legal proceeding brought against them for libel or slander in respect of any statements relating to the employment, suspension or dismissal of any person by the Board, published at a meeting of the Board or a committee thereof, or for assault in respect of disciplinary action taken in the course of duty, the Board shall pay the legal costs or any part thereof incurred by such teachers or occasional teachers in successfully

defending such legal proceeding as referred to above. If found guilty, the teacher or occasional teacher shall bear said legal expenses.

L14.00 INTERNAL TRANSFERS

L14.1 Relocation Allowance

The Board shall pay all reasonable moving costs of any teacher whom it requests to move from one municipality to another within the County, plus a relocation allowance of up to $300 to help pay for incidental expenses involved.

L14.2 Mutual Consent

The movement of teachers from one municipality to another within the County System shall be by mutual agreement of the Board and the teacher concerned with no penalty assessed against any teacher who declines.

L14.3 Transfer Requests

(a) Teachers requesting transfer shall apply to their Superintendent prior to February 1st each year, indicating school preference and subject area.

(b) The Superintendent shall provide the lists of all teachers requesting a transfer to the Bargaining Unit President by February 15th.

(c) Transfer requests shall be considered after the Redundancy Procedures are completed and when vacancies are available.

L15.00 PROMOTIONS AND VACANCIES

L15.1 (a) New and/or vacant positions shall be advertised on the Board website for at least two (2) teaching days. Internal advertising will occur prior to public advertising unless approved by the Bargaining Unit President or designate in which case advertising postings may run concurrently. This procedure shall be waived for positions filled under the provisions of Article L24.00 – Redundancy Procedures.

(b) New and/or vacant positions of responsibility shall be advertised on the Board website. The filling of a vacant position of responsibility cannot result in a school becoming over-staffed. In no case will public advertising occur prior to internal advertising.

(c) Vacant sections shall be advertised on the Board website, and part-time teachers on staff of that school, subject to qualifications, can apply for such vacant sections. Provided that it does not require changes to the existing timetable, the successful applicant shall be offered additional sections. This provision shall not apply during the operation of the Redundancy Procedures pursuant to Article L24.00.

(d) Notwithstanding Clause L15.1 (a), new and/or vacant positions which occur during the summer break shall be posted on the Board website for two (2) working days. Public advertising of such positions may occur simultaneously with this posting. The closing date for any position governed by this sub-clause shall be reasonable under all the

circumstances including the Board's need to fill positions prior to commencement of school in September.

L16.00 LEAVE PLANS

L16.1 Sick Leave

(a) Normally absence due to personal illness for periods of up to three (3) consecutive school days does not require certification; however, the Board at its discretion may require such certificate for any shorter period of absence. For absences in excess of three (3) consecutive school days, no leave with pay shall be granted unless the Board receives a certificate of a legally qualified medical physician, acceptable to the Board, certifying that the employee is unable to attend to his or her official duties.

(b) In order to medically support continued access to sick leave benefits, the Board may request that the employee provide from an appropriate qualified medical practitioner acceptable to the Board information regarding the employee's restrictions and limitations that are preventing the employee from performing the duties of their assignment. Failure to provide such information by the employee or physician within a reasonable period of time will result in suspension of sick leave benefits.

(c) Where it is suspected that there may be abuse of sick leave, the Board may require a medical certificate for any amount of sick leave.

(d) Where for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Board may require the employee to submit to a medical examination by a physician acceptable to the Board and at the Board's expense.

(e) Instances of unsubstantiated use of sick leave will be dealt with through the progressive discipline process.

L16.2 Special Leave

(a) Each teacher may be granted leave of absence for reasons other than illness, including but not limited to family care, without deduction of salary up to a maximum of five (5) days in any one (1) school year. Three (3) of these days, if for reasons beyond the teacher's control, require only the principal's approval. Other special leave is subject to the approval of the Director of Education.

(b) Where the teacher for any reason teaches less than ten (10) months in the year, the teacher's salary will be reduced proportionately for any special leave used in excess of one-half (½) day per month. Special leave is non-cumulative from year to year.

L16.3 Bereavement Leave

A maximum of three (3) teaching days is allowed to attend the funeral of immediate next-of-kin only (parents or guardian, step-parents, children, step-children, brothers, sisters, spouse (including same sex or common-law), mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, sons or daughters-in-law), any relative living in the same household. If more than three (3) consecutive teaching days are required to attend the funeral

of immediate next-of-kin, the number of days in excess of three (3) where approved by the Director shall be chargeable to Special Leave. Bereavement leave is not chargeable to the teacher in any form whatever.

L16.4 Quarantine Leave

In any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the medical health authorities from attending upon the duties of a teacher, the teacher shall be paid and the time shall not be deducted from the sick leave account.

L16.5 Court Appearance Leave

(a) Each teacher shall be allowed leave of absence without deduction of salary or loss of sick leave credit when required to serve on a jury or subpoenaed as a witness in any proceeding to which the teacher is not a party or one of the persons charged. The teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses that was received as a juror or as a witness.

(b) This Clause does not apply when the lawyer for either party requests the teacher to testify in court or act as a witness.

(c) Where a teacher has been charged in court and has been acquitted of the charge, the teacher shall be allowed leave of absence without deduction of salary for the time spent in court, and at the discretion of the Board, for travelling thereto, provided the charge resulted from an incident associated with the fulfilment of the teacher's teaching duties.

L16.6 Accidents Covered by the Worker's Compensation Act

Teachers who are injured in the course of duty with the Board shall have their Worker's Compensation salary awards supplemented to 100% for a maximum of four years and six months.

L16.7 Pregnancy, Parental and Adoption Leave

The Board provides pregnancy, parental and adoption leave for teachers and occasional teachers for such period before and after delivery or adoption of a child as will serve the interests of the students, the Board and the teacher concerned, and in conformity with the requirements of the *Employment Standards Act, RSO 1990*. Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Pregnancy Leave

A Pregnancy Leave is granted to a pregnant employee and is for a period of fifty-two (52) weeks or such shorter period of time as the employee requests. The term "Pregnancy Leave" includes both the seventeen (17) week pregnancy and thirty-five (35) week parental leaves of the Employment Standards Act.

(i) For teachers with 13 weeks or more of continuous service with the Board at the beginning date for leave

(1) Four (4) weeks' written notice shall normally be given prior to the beginning of leave. Leave may not begin earlier than seventeen (17) weeks prior to the expected date of birth.

(2) Written documentation is required in:
   (A) the application for leave beginning and ending dates;
   (B) the probable delivery date;
   (C) medical practitioner's documentation indicating pregnancy, probable delivery date, fitness for return for return to duty, need for extension of leave;
   (D) confirmation of leave including beginning and ending dates.

(3) The teacher may return earlier than the planned date by giving four (4) weeks written notice prior to the original proposed return date.

(4) During a leave, the teacher shall receive no salary from the Board; seniority shall continue to accrue; sick leave shall not be reduced unless used.

(5) Board contributions to benefits shall continue and experience for increment and seniority purposes shall accrue.

(6) Subject to redundancy provisions (Article L24.00) the teacher will be returned to the position held at the beginning of the leave period.

(ii) <u>For teachers with less than 13 weeks of continuous service with the Board prior to date of birth</u>:
Except for (6) above, all of Clause 16.8 (a) shall apply.

(b) <u>Parental Leave</u>

Parental Leave is granted to an employee whose spouse is expecting to give birth.

(i) <u>For teachers with 13 weeks or more of continuous service with the Board at the beginning date for leave</u>

(1) Parental Leave is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Parental Leave must commence no later than thirty-five (35) weeks after the child is born.

(2) Written notice must be given two (2) weeks prior to the beginning of leave. Any extension or a leave or early return from leave as first indicated requires four (4) weeks' notice.

(3) During a leave, the teacher shall receive no salary from the Board; sick leave, experience and seniority shall continue to accrue.

(4) Board contributions to benefits shall continue.

(5) Subject to redundancy provisions (Article L24.00) the teacher will be returned to the position held at the beginning of the leave period.

(c) <u>Adoption Leave</u>

Adoption leave is granted to a teacher who has provided the Board with confirmation that an application for adoption has been made.

(i) <u>For teachers with 13 weeks or more of continuous service with the Board at the beginning date for leave</u>

(1) Adoption Leave may be for a period of up to thirty-five (35) weeks or such shorter period of time as the employee requests. Adoption leave must begin within fifty-two (52) weeks of the custody and may begin two (2) weeks before custody.

(2) Written notice must be given two (2) weeks prior to the beginning of leave. Any extension or a leave or early return from leave as first indicated requires four (4) weeks' notice.

(3) During a leave, the teacher shall receive no salary from the Board; sick leave, experience and seniority shall continue to accrue.

(4) Board contributions to benefits shall continue.

(5) Subject to redundancy provisions (Article L24.00) the teacher will be returned to the position held at the beginning of the leave period.

(d) Extended Pregnancy/Parental Leave

(i) An extended Pregnancy/Parental Leave shall be granted for a period not to exceed one (1) year. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual agreement with the teacher.

(ii) During the extended leave:

(1) experience for seniority shall accrue; and

(2) a teacher may elect to pay full benefit premiums to keep coverage in effect.

(iii) Subject to redundancy provisions (Article L24.00) and with the exception of Clause 16.8 (a) (ii) the teacher will be returned to the same school as assigned to prior to the commencement of the leave.

(e) SEB Plan

(i) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

(ii) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

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

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

(v) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

(vi) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

(vii) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.

(viii) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

(ix) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.

(x) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

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

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.

L16.9 Leave of Absence

(a) The Board may grant leave of absence to a teacher requesting it prior to March 1st for a leave of absence beginning anytime during the following school year. Intentions to return from leave of absence must be made prior to March 1st for return from leave absence effective at any time during the following school year. On return from the leave, the teacher, subject to the surplus-redundancy provisions of this Agreement, shall be returned to the same school assigned prior to the commencement of the leave of absence. In extenuating circumstances the Board may waive the March 1st date for either requesting a leave or for indicating a return from leave.

(b) The Board shall grant a leave of absence to a teacher requesting it for purpose of care giving to a family member.

(c) Teachers on leave of absence may elect to pay full benefit premiums to keep their coverage in effect.

(d) All teachers on an Occasional Teacher List may request in writing to have their name voluntarily removed from that Occasional Teacher List for a period of up to and including one (1) school year. Requests shall be granted. The Occasional Teacher's name shall be returned to the Occasional Teacher List at the end of the leave unless the Occasional Teacher requests otherwise. The time of any leave under this Clause shall not count for experience or salary.

L16.10 Leave for Negotiations

When negotiations are scheduled during the regular school day the teacher and occasional teacher representatives (to a maximum of four [4]) shall incur no loss of pay for time spent in

negotiations with the Board representatives to a maximum of twenty (20) days. Additional release time for the Teachers and Occasional Teachers Table Team would be at Federation expense.

L16.11 Federation Duties

Special leave, without loss of salary or deduction of sick leave credits, up to a combined maximum of fifteen (15) days in any school year, shall be granted for activities of the Federation following a written request to the appropriate Superintendent or that person's designate from the Federation.

The Federation shall reimburse the Board for any supply teaching costs incurred.

No teacher or occasional teacher, other than the Bargaining Unit President and Chief Negotiator, shall be granted more than three (3) days in a school year under this provision. The Bargaining Unit President and Chief Negotiator may be granted up to five (5) days in a school year under this provision.

L16.12 Federation Leave

The Bargaining Unit President shall, subject to the conditions which follow, be entitled to up to the equivalent of one (1) full-time leave with pay for Federation duties; such leave may be shared by two (2) teachers or occasional teachers. The Federation shall reimburse the Board the salary and benefits costs of a teacher at Category 3, Step 0 for the Bargaining Unit President Leave.

L16.13 Inclement Weather

Subject to the approval of the Superintendent of Human Resources, or designate, when extreme weather conditions prevent a teacher or occasional teacher from travelling from his/her principal residence to his/her workplace, there shall be no loss in salary under this Agreement. On return to work, the teacher will submit an Application for Inclement Weather Leave Form to the Superintendent of Human Resources, or designate, detailing the reasons for the absence.

L17.00 GRATUITY PLANS

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, services 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:

L17.1 Retirement Gratuity

(a) (i) An eligible teacher, who retires from the teaching profession while in the employ of the Board, shall receive a gratuity based on the number of years of continuous and unbroken service with the Board and its predecessors AND on the number of days likewise accumulated in continuous and unbroken service with the Board and its predecessors, which remain in the teacher's sick leave account at the time of retirement. For gratuity purposes a teacher may have accumulated two hundred

thirty (230) days, however, the gratuity is based on a maximum of two hundred (200) days.

(ii) A teacher is eligible for a retirement gratuity if a minimum of ten (10) years continuous service with the Board or its predecessors have been completed and proof is submitted to the Personnel office within three (3) months after leaving the Board's employ that a pension from the Teachers' Pension Plan Board is being received.

(b) The percentage of salary used in the gratuity formula shall be 4% times the number (N) of years of continuous and unbroken service with the Board and its predecessors within the County. In no case may a retirement gratuity exceed 50% of the rate received by the teacher immediately prior to termination of employment.

(c) The formula or scale for determining the amount of the gratuity shall be as follows:

$$\frac{\text{(days accumulated to a maximum of 200)}}{200} \times 4N\% \text{ (to a maximum of 50\% of best salary)}$$

(Both figures apply to the period of continuous and unbroken service with the Board and its predecessor boards within the County.)

(d) This gratuity may be paid in a lump sum or over not more than a three (3) year period and at a time or times mutually agreeable.

(e) (i) In the event of the death of a teacher prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the teacher's beneficiary. If the teacher has not named a beneficiary, the gratuity shall be paid to the teacher's estate.

(ii) Should a retired teacher die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the retired teacher's beneficiary, or estate if no beneficiaries have been named.

L18.00 UPGRADING AND UPDATING

L18.1 (a) The Board does not ordinarily pay the tuition fees for any teacher taking courses which could be used to upgrade a certificate and thereby produce a change of category.

(b) Where the Director of Education requests a teacher to take any course, the Board will pay:

(i) the tuition fee
(ii) approved transportation
(iii) approved accommodation costs
(iv) meal allowances not in excess of $20.00 per day.

(c) Where, with the written prior approval of the Director of Education, a teacher undertakes an updating course which cannot lead to or be considered for salary recognition, the Board will assist the teacher financially, with the following being the maximum allowable allowances:

(i) Where it is necessary for the teacher to live away from home while taking the approved course, the Board will pay:
    (1) the tuition fee in full; and
    (2) the cost of room and board and approved transportation to a limit of $50 per week for a maximum of six (6) weeks.
(ii) Where the teacher can commute daily to the course, the Board will pay:
    (1) the tuition fee; and
    (2) a mileage allowance per kilometre in accordance with Board Policy to a maximum for the entire course of $500. (It is expected that where more than one teacher can travel in a car, this economy will be practised).

L18.2 The Board shall reimburse all teachers' travel from school to meeting and meeting to school, at the current Board rate, for attendance at any meeting convened by the Board.

L19.00 GRIEVANCE PROCEDURE

L19.1 Definitions

(a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable.
(b) A "Party" shall be defined as:
    (i) District 28, OSSTF;
    (ii) The Board;
(c) "days" shall mean regular work days unless otherwise indicated.

L19.2 A teacher or occasional teacher shall have the right to have present a representative from OSSTF to assist the teacher or occasional teacher at any stage of this grievance procedure.

L19.3 Individual Grievance

Step 1: A teacher or occasional teacher who has a complaint arising from the interpretation, application, administration or alleged violation of this Agreement shall, with an OSSTF representative, discuss the matter with his/her principal or immediate Supervisor within twenty (20) school days of the teacher or occasional teacher becoming aware of the circumstances giving rise to the complaint. The principal or immediate Supervisor shall respond to the complaint, in writing, within five (5) school days of the aforementioned discussions.

Step 2: If no settlement is reached, District 28, OSSTF, shall file a grievance, in writing to the Director of Education within five (5) school days of the response from the principal or immediate Supervisor. Within ten (10) school days of the receipt of the grievance, a meeting will be held with the grievor, a Federation representative and the Board's Grievance Committee. A written response will be provided to the Federation from the Director of Education within five (5) school days of the meeting.

Step 3: If no settlement is reached, the Federation may submit the grievance to arbitration within ten (10) school days of receipt of the response from the Director of Education under the

terms established in Section 49 of the Labour Relations Act (which may be amended from time to time) or under the terms established for arbitration pursuant to 19.8.

L19.4 Policy Grievance

The Federation and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Agreement. A policy grievance shall be presented at Step 2 to the Federation or the Director of Education.

L19.5 Any grievance which is not commenced or carried through to the next stage of the grievance procedure within the time specified shall be decreed to have been abandoned and no further action can be taken with respect to such grievance. The time limits specified in this Article may be extended by mutual agreement in writing between the Parties to this Agreement. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor or Party shall have the right to appeal the grievance to the next level of the procedure.

L19.6 Discharge Grievance

Where a teacher or occasional teacher has received a termination notice for 'Just Cause', the teacher or occasional teacher may file a grievance at Step 2 within ten (10) school days of the written notice of termination.

L19.7 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure.
The agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

L19.8 Arbitration

(a) Either Party may, after exhausting the grievance procedure, notify the other Party in writing indicating the name of its appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.

(b) Notwithstanding the process in Clause L19.8 (a), the Parties may agree, in writing, to the appointment of a Sole Arbitrator for any grievance. Either Party may inform the other Party, in writing, their intention to appoint a Sole Arbitrator. The recipient shall respond to the initiating Party with five (5) days. In the event that the Parties agree to a Sole Arbitrator, the Parties shall, within five (5) days of the agreement, attempt to select the Arbitrator. If they are unable to agree on such an Arbitrator, they may request that the Ministry of Labour appoint the Arbitrator.

(c) Decision of the Board of Arbitration

An Arbitration Board or Sole Arbitrator shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration or Sole Arbitrator shall be final and binding and enforceable on all Parties.

(d) Expenses of the Arbitrator or Board of Arbitration
Both Parties agree to pay one-half (1/2) of the fees and expenses of the Sole Arbitrator or the fees and expenses of the Parties respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.

L19.9 Just Cause

(a) No teacher or occasional teacher shall be discharged, suspended or disciplined without Just Cause.

(b) A copy of any letter imposing discipline pursuant to Clause L19.9 (a) shall be sent to the Bargaining Unit President.

L20.00 STAFFING – ASSIGNED AND PREPARATION TIME, WORKLOAD AND CLASS SIZES

L20.1 All full-time teachers shall be assigned six (6) out of eight (8) teaching periods except teachers assigned in Adult Education Schools will be assigned scheduled preparation time, pro-rated for part-time teachers, of 240 minutes per week.

L20.2 (a) Full-time Teachers assigned six (6) out of eight (8) teaching periods, shall, in addition to teaching responsibilities, be assigned alternative professional assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring.

(b) Off-site teachers will be assigned up to 54 half periods (68 half periods for an MSIP school) maxima Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent.

(c) All other teachers may be assigned up to 54 half periods (68 half periods for an MSIP school) maxima Alternative Professional Assignments comprised of on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods or equivalent.

(d) The principal shall provide a schedule of assigned supervisions for the entire semester by the Monday of the second week of each semester (subject to change due to operational requirements).

(e) The principal shall provide a schedule of assigned supervisions for the entire semester by the Monday of the third week of each semester (subject to change due to operational requirements).

L20.3 Part-time teacher classroom workload (based on the school year) shall be pro-rated to that of the teachers defined in L20.1 above. A teacher with a mixed schedule of classroom and non-classroom teaching workload (based on the school year) may be assigned to a maximum teacher

workload proportional to the fraction of their classroom and non-classroom assignments as outlined in L20.1 and L20.2 above.

L20.4 No period shall exceed seventy-five (75) minutes in length. No teacher shall be assigned more than three (3), seventy-five (75) minute periods without a break, unless agreed upon through mutual consent among the teacher and the principal and the Federation.

L20.5 Each teacher shall have a lunch break between the hours of 11:00 a.m. and 1:00 p.m. This break shall be a minimum of forty (40) consecutive minutes free from assigned duties. The exception may be made where a teacher who is assigned a duty at lunch can consume their lunch during that duty.

L20.6 The principal shall assign the number of Alternative Professional Assignments among the staff as equitably as feasible. Time not assigned in accordance with this Article shall be available to teachers for marking and preparation.

L20.7 Notwithstanding any other provision in this Article, for a school that is non-semestered in whole or in part, or for periods that are less than seventy five (75) minutes there shall be equivalent assigned and non-assigned time in accordance with the rest of this Article. The Parties shall use the Staffing Allocation Committee to discuss the implementation of this matter.

L20.8 The school year shall be determined in accordance with the Act and Regulations. Teacher's Bargaining Unit input shall be requested prior to finalization of the school year calendar. Any work performed outside of the school year shall be on a voluntary basis.

L20.9 The Board and the Bargaining Unit agree to the following maximum class sizes to promote a positive learning environment:

Academic Gr. 9 – 10	32
Applied Gr. 9 – 10	25
Essential (Locally Developed)	18
College	32
College/University	34
University	34
Open	28
Workplace	25
Technical Shop	24

(practical classes where equipment being used poses a safety hazard)

(a) The class size of a multi-level or multi-grade class shall be the lowest class size.

(b) By September 25th, the principal and/or designate and the School Staffing Committee in each school shall ensure that the actual class sizes are within the parameters of the class size maxima stated in the chart above.

(c) Notwithstanding (b), by September 30th any class sizes that exceed the maxima stated in the chart shall be reported to the S.A.C. The S.A.C. shall make any necessary adjustments

or determine any necessary exceptions.

(d) For second semester, the process outline in (b) and (c) above will be completed by February 28th.

(e) In any school year, the principal, based on extenuating circumstances, may appeal to the Staffing Allocation Committee to exceed a maximum class size. In considering an appeal the Staffing Allocation committee shall give priority consideration to the needs of the student(s).

(f) The Staffing Allocation Committee shall review the foregoing maximum class sizes and consider changes (either higher or lower) on an on-going basis. The S.A.C shall review the system for tracking on-calls, supervisions and teacher/student mentoring if required by the Ministry of Education.

(g) The class size maximum for Cooperative Education shall not exceed thirty-two (32) students.

(h) Multi-Subject Instruction Period

(i) A class maximum for the Multi-Subject Instruction Period shall not exceed thirty-two (32) students.

(ii) Where a MSIP schedule exists, all periods shall be sixty (60) minutes in length.

(iii) Teachers scheduled in a MSIP shall be responsible for recording attendance but not for assessments/evaluations or lesson preparation for this period.

(iv) Any amendments to the structure or format of the MSIP may only be done after consultation and agreement of the Bargaining Unit.

(i) 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.

(j) Notwithstanding (b), (c) and (d), the principal shall notify the S.A.C. and receive approval for any changes to exceptions to the class size maxima agreed to by the dates in (b) or (d).

(k) Notwithstanding (b), (c) and (d), the principal shall notify the S.A.C. and receive approval for any changes to exceptions to the class size maxima agreed to by the dates in (b) or (d).

L20.10 A Principal will consult with teachers on staff to develop a schedule for first semester parent-teacher interviews that shall not go beyond 8 p.m. Teachers who participate in parent-teacher interviews outside of the normal school day shall not be required to be in the school on the afternoon of a Board-designated Professional Activity Day.

L21.00 STAFFING ALLOCATIONS COMMITTEE (S.A.C.)

L21.1 This committee shall be composed of the two (2) representatives of the Board and two (2) representatives of the Federation and the Director of Education, or designate, who shall be Chair.

L21.2 This committee shall meet prior to November 1st and at other times at the request of either Party.

L21.3 It shall be the duty of the Committee to assess Article L20.00 by considering any problems which may arise and any factors not originally made part of the formula. Recommendations should be made from this Committee to the Board and to the teachers for revisions to be considered in future negotiations.

L21.4 The Committee shall examine and attempt to resolve any conflicts arising from the application of Article L20.00.

L22.00 SENIORITY LISTS

Seniority for teachers will be accumulated to February 1st of the school year in which the list is being created.

L22.1 Lists

(a) In each year, seniority lists shall be drawn up by the Board and published to the teachers in the County before the end of the first complete week of the month of March. Seniority lists may be provided electronically.

(b) (i) The listings will include all teachers in secondary schools under the jurisdiction of the Board, except principals and vice-principals.

(ii) The listings shall be in two (2) forms: by school and by county (if the two [2] are identical then a single form, appropriately marked may be produced).

(iii) A teacher who is appointed to the position of consultant under Clause L7.15 will continue to be included on the seniority list of the school where the teacher was included prior to the appointment.

L22.2 Seniority System

Teachers shall be ranked on the seniority lists according to the following:

(a) For teachers whose teaching assignment commenced in the secondary schools of the Board prior to September 1, 2001, rank ordering shall remain consistent relative to other teachers as of August 31, 2014.

(b) For teachers whose assignment began on or after September 1, 2001, teachers shall be ranked on the seniority lists according to the length of continuous employment as a secondary teacher of the Board from the beginning of the assignment.

(i) Seniority shall be accumulated without regard to whether employment is full-time or part-time and shall accumulate during all periods while a teacher

(1) is on an approved leave of absence,
(2) is on sick leave,
(3) LTD or workers' Insurance benefits,
(4) is redundant,
and continues to retain recall rights.

(c) When a teacher tenders his/her resignation, is terminated or loses his/her recall rights, his/her name will be removed from the seniority list.

L22.3 Tie Breaking

(This section applies to teachers whose teaching assignment began after 01 September 2001.) Where two or more teachers have the same ranking, the ranking on the seniority list shall be in order of decreasing experience recognizable for salary purposes as a teacher with the Board and its predecessor in the secondary panel including any periods as a long term occasional teacher in the secondary panel; then

(i) total experience recognizable for salary purposes as a teacher with the Board and its predecessor in the secondary panel including any periods as a long term occasional teacher in the secondary panel; then
(ii) total experience recognizable for salary purposes as a teacher with the Board and its predecessor in both the secondary and elementary panels including any periods as a long term occasional teacher in the secondary and elementary panel; then
(iii) total teaching experience recognized for salary purposes; then
(iv) by lot conducted jointly by the Parties.

L22.4 Challenging the Lists

(a) Within five (5) teaching days of the posting of the March lists in the schools, each teacher shall scrutinize the lists and report any discrepancies, omissions or errors to the Bargaining Unit President.

(b) Within ten (10) teaching days of the posting of the March lists in the schools, the Bargaining Unit President shall report the discrepancies, omissions or errors to the Superintendent responsible for Human Resources or designate.

(c) Within fifteen (15) teaching days of the posting of the March lists in the schools, the Director of Education or designate shall respond to any discrepancies, omissions or errors brought forward by the Bargaining Unit President.

(d) Any discrepancies, omissions or errors involving the placement of a teacher on or within the listings which are not satisfactorily resolved by the reply of the Director of Education or designate may be referred to Arbitration under the provisions of Article L19.00 provided the reference is made within (ten) 10 teaching days of the response received by the Bargaining Unit President.

L23.00 REDUNDANCY REVIEW COMMITTEE

L23.1 The Redundancy Review Committee shall be composed of:

(a) two (2) Board representatives;
(b) two (2) secondary teachers appointed by the Federation; and

(c) one (1) administrator appointed by the Board who shall be non-voting and consultative to the Committee.

L23.2 The Committee shall have access to all information pertinent to its consideration of redundancy or a surplus teacher situation, including but not limited to the following:

(a) current enrolment and forecasts of enrolment for the next and following school years;

(b) demographic studies of the community or communities as they may be available;

(c) forecasts of potential areas of redundancy and surplus situations by school and by subject field;

(d) records of past redundancies, surplus situations, transfers and new hirings;

(e) forecasts and all current information concerning potential and actual retirements or separation from employment for any other reason(s) including incompetency.

L23.3 In the event that the Redundancy Review Committee cannot reach a majority decision on a matter referred to it by a School Staffing Committee under the provision of Clause L24.2, the matter shall be referred to Arbitration under the following procedure:

(a) The matter shall be referred forthwith to an arbitrator chosen in accordance with the provisions of Clause L23.3 (c), who shall meet with the Redundancy Review Committee to hear the views and positions of the members of the Redundancy Review Committee and to hear such other evidence as the arbitrator feels is necessary. The arbitrator shall make a final and binding decision which must not have the effect of modifying, amending or violating this Agreement on the matter in dispute and transmit it to the Redundancy Review Committee. The arbitrator must act within such a time frame that the time limits imposed by Clause L24.2 may be reasonably met.

(b) The Parties to the Agreement agree to share equally the costs of the arbitrator and any reasonable expenses incurred by the arbitrator.

(c) (i) The arbitrator for a particular matter shall be chosen from a list of arbitrators prepared by the Parties to this Agreement.

(ii) Arbitrators shall be chosen in turn from the list. Thus, if the arbitrator third on the list has been chosen for a case, the next case will be offered to the arbitrator fourth on the list. If an arbitrator declines a case, the next arbitrator on the list will be chosen and so on until an arbitrator accepts the case or all arbitrators on the list have declined the case. (Note: After the last arbitrator on the list is offered a case, the choice returns to the first arbitrator on the list.)

(iii) An arbitrator who does not accept a case within twelve (12) hours of the case being offered shall be deemed to have declined the case.

(iv) If no arbitrator on the list accepts the case, representatives of the Parties shall meet within a further twenty-four (24) hours. These representatives shall nominate two (2) persons (one [1] to represent the interests of the District and one [1] to

represent the interests of the Board) who shall have agreed to serve as arbitrator if chosen. The arbitrator shall be chosen from the two (2) nominees by lot.

(v) Arbitrators shall be placed on the list of arbitrators from lists drawn up by the Parties—one (1) list drawn up by the Board and one (1) list drawn up by the District. The arbitrators shall be placed on the list of arbitrators alternately from the two (2) lists prepared by the Parties. The decision as to which list shall be used first shall be made by lot. The list of arbitrators shall contain four (4), six (6) or eight (8) names. The list of arbitrators shall be established no earlier than February 1st and no later than February 15th of each year.

(d) The Parties to this Agreement recognize that in proceeding under this Clause time is of the essence.

(e) The Parties to this Agreement recognize the importance of choosing arbitrators who are capable of understanding the needs of a school and the children attending that school within the constraints of this Agreement.

(f) Any matter which may be subject to Arbitration under the provisions of this Clause shall not be subject to Arbitration under the provisions of Article L19.00.

L24.00 REDUNDANCY PROCEDURES

Redundancy shall be determined on a county wide basis, according to the following procedures.

L24.1 (a) The "Common Comprehensive Staffing Form" shall be used by all Principals in staffing.

(b) The School Staffing Committee (S.S.C.), prior to the principal's choice of staff for the following school year, shall advise all teachers of the process underway for Redundancy.

(c) Teachers shall be declared surplus in each secondary school according to the seniority ranking on the school seniority lists. This principle shall be followed except in special cases noted in Clause L24.2 (b), (c) and (d).

L24.2 By the first Tuesday in April, the S.S.C. shall receive the principal's choice of staff for the following school year. Within three (3) school days, the S.S.C. shall examine and approve the principal's choice of staff for the following school year. In cases where a member of the S.S.C. does not agree with the principal's choice then the matter shall be referred to the Redundancy Review Committee (R.R.C.) for a ruling. The selection of staff for the next school year should be made according to the following criteria:

(a) Subject to Clause L24.2 (b) and (c) teachers with the least seniority on the school's seniority lists are declared surplus first.

(b) Teachers must be qualified, as of the date of the commencement of the assignment, to teach the classes assigned to them according to Regulation 176, RRO 2010 and Regulation 298, RRO 1990 which may be amended from time to time.

(c) A female teacher must be available to teach girl's guidance and a female teacher must be available to teach girl's physical education or a female teacher must be available to teach

both girl's guidance and girl's physical education; a male teacher must be available to teach boy's guidance and a male teacher must be available to teach boy's physical education or a male teacher must be available to teach both boy's guidance and boy's physical education.

(d) A teacher of special education must have successfully completed part one of the special education specialist certificate course prior to assuming the position and must attain a specialist certificate in special education within one (1) year of assuming the position. It is understood that illness or unavailability of courses in Ontario that prevent a teacher from completing the specialist course will result in the granting of an extension by the Board. Other compelling reasons that prevent a teacher from completing the specialist course may result in the granting of an extension by the Board.

(e) Any appointment of a teacher consultant from a school to central staff or return of a teacher consultant from central staff to originating school which has been approved by the Board prior to the S.S.C. receiving the principal's choice of staff shall be taken into account in the principal's choice of staff and by the S.S.C.

L24.3 Within one (1) week of the S.S.C. approval, the principal of the school shall provide for the Director of Education, each member of the R.R.C. and the Bargaining Unit President:

(a) the completed "Common Comprehensive Staffing Form";
(b) a list of the staff surplus to the requirements of the school with their entitlement, seniority ranking, and the subjects they are qualified to teach;
(c) the number and description of vacant sections;
(d) current information concerning possible attrition of teachers presently on staff.

L24.4 Within one (1) week of receipt of the information required by Clause L24.3, the Director shall:

(a) make a composite listing by school and subject of all vacant sections in the county;
(b) make a county list of all surplus teachers in two (2) parts as outlined in Clause L24.3 (b);
(c) cause to be convened a meeting of all the principals, the R.R.C. and representatives of Administration for the purposes of assessing the redundancy situation;
(d) make a list of all teaching positions with teachers having less seniority than the most senior surplus teacher.

L24.5 Within one (1) week of the meeting of Clause L24.4 (c), each principal shall follow the procedure below.

(a) Post a listing of all vacant teaching sections in the county in the staff room.

(b) Notify in writing each teacher in the school whose name appears on the listing in Clause L24.3 (b) that the teacher is surplus to the needs of the school. Each teacher shall receive with the letter that teacher's ranking on the surplus teacher list as well as lists showing by school and subject each vacant section, and positions held by teachers who have less seniority than the surplus teacher.

(c) Notify in writing each teacher with less seniority than those teachers appearing on the listing in Clause L24.3 (b), that there are teachers surplus to the needs of the other schools

of the county who have more seniority than the teacher has and who have rights under this Agreement which may lead to a teacher with more seniority displacing teachers with less seniority. This notification in writing shall advise the recipients that because of their seniority they are subject to being displaced.

L24.6 (a) Within three (3) school days of the notification of Clause L24.5 (b) or L24.5 (c), each teacher shall submit to the R.R.C., a list, in order of priority the schools and timetable portions they wish the R.R.C. to consider in the redundancy process.

(b) Within eleven (11) school days of the meeting of Clause L24.4 (c), the R.R.C. shall meet to place the teachers in L24.6 (a). The placement of teachers shall be:
(i) according to seniority,
(ii) into vacant sections and/or in section(s) in schools with less senior teachers,
(iii) according to the teacher's entitlement and list submitted in L24.6(a), until all teachers on the surplus list have been placed or there are no sections for which they are entitled.

(c) The principal and S.S.C. will then rearrange assignments to teachers in the school so the least senior teacher is released subject to Clause L24.2 (b).

(d) Following the placement of surplus teachers in another school, teachers listed in Clause L24.5 (c) who are no longer in a position to be surplus shall be so informed.

(e) A teacher, other than as provided in Clauses L10 (f) (iii) (2) and L25.5 may not under surplus-bumping procedure claim a greater timetable than was being worked in the current year.

L24.7 (a) Subject to the prior application of the provisions of Clause L24.10 (b), as additional vacancies occur in the secondary schools, the principals will inform the Director of Education or designate, who will in turn notify all teachers who are still on the surplus teacher list.

(b) Vacant sections shall be offered to surplus teachers according to seniority and qualifications. The Director of Education or designate will inform the R.R.C. of all such placements.

L24.8 (a) The Redundancy Review Committee will meet on May 22nd, or as soon as possible thereafter to examine the current surplus teacher situation and if necessary, to apply to all surplus teachers who have indicated that they wish to remain with the Board and who have not obtained a position within the county by this date, the methods of retaining and funding surplus teachers that have been agreed upon by the Board and the teachers in this Agreement.

(b) The Redundancy Review Committee shall be kept informed of all manoeuvres occurring as a result of actions taken by any Party with respect to the procedures explained in Article L24.00.

L24.9 Teachers surplus to the needs of the system and who have not accepted or been offered a solution by the Redundancy Review Committee by May 31st shall be released by the Board from their employment and be given a letter stating that the sole reason for their release from employment was redundancy.

L24.10 (a) No teacher may be declared surplus to his/her home school where a teacher ranked lower on the seniority list occupies a position for which the teacher is qualified according to certification or will be qualified as of the date of the commencement of the assignment.

(b) Until May 31st, surplus teachers who have accepted a section(s) at another school in the county, may return to their original school, subject to seniority, if a vacancy for which they are qualified occurs or will be qualified as of the date of the commencement of the assignment. In each case the teacher must accept or reject within forty-eight (48) hours.

(c) Any teacher declared redundant shall be placed on the Priority list of the school from which they became redundant.

(d) A teacher declared redundant may use special leave with pay for job interviews.

(e) The procedures for redundancy will not be used as a substitute for procedures for incompetency.

(f) Until May 31st, no external advertising shall take place; no applications shall be received; and no interviews shall take place from or with teachers not incumbent to the system unless there is mutual agreement with the Federation

(g) Teachers released as redundant who have not found an alternative teaching position may extend their Fringe Benefit coverage for a three (3) month period at the expense of the teacher. Payments are made to the Board prior to payment by the Board to the Insurer.

(h) No mutual consent shall be granted until necessary in order to place a surplus teacher who cannot otherwise be placed.

L24.11 Teachers who have their timetables reduced for the next year [per Clause L24.6 (a)] from that of the current year shall be granted reduced timetables. They shall be entitled to percentage of full-time entitlement existing immediately prior to the granting of reduced timetables during staffing for the year following the year for which their timetables have been reduced. They shall have the right to claim vacant periods in their school for which they are qualified as these arise following completion of redundancy procedures. Vacant periods shall be offered in order of seniority. Refusal to accept a vacant period or periods does not affect timetable rights during staffing for the following year. Refusal of vacant periods cancels further right of claim for that school year.

L24.12 A surplus teacher who accepts a reduced timetable for the next year in a different school shall be granted reduced timetable status. They shall have timetable rights as in Clause L24.11 (in the new school).

L25.00 PERMANENT SUPPLY, SEVERANCE PAY, RECALL AND VOLUNTARY REDUCED TIMETABLES

L25.1 Permanent Supply

Subject to Clause L25.3 permanent teachers who are declared redundant and have not obtained alternative teaching positions by the first day of September following such declaration, will be appointed supply teachers according to the redundancy point system, under the following terms and conditions.

(a) Seven full-time equivalent teachers shall be offered a position of Permanent Supply for one year only, at regular salary, pro-rated according to days worked.

(b) Permanent supply positions established under Clause L25.1 which become vacant before September 15th, shall be filled that school year.

(c) The Board will pay benefits according to Article L12.00.

(d) Permanent Supply teachers are selected according to seniority, in the County, with no more than one (1) full-time equivalent appointed Permanent supply teacher per school.

(e) Permanent Supply teachers shall be prepared to serve at schools within fifty (50) kilometres of their home school.

(f) Teachers offered permanent supply teaching under the terms of this clause may decline in favour of severance pay.

(g) Permanent Supply teachers shall be deemed to have the rights of a permanent teacher as they pertain to the staffing process.

L25.2 Severance Pay

(a) Subject to Clauses L25.3 and L25.2 (b), any teacher covered by this Agreement who has at least four (4) years of continuous service with the Board whose employment is terminated because of redundancy shall receive a severance allowance amounting to 2% of the highest salary earned in a school year in the employ of the Board for each year of service with the Board to a maximum of 50% of said highest salary earned, within fourteen (14) calendar days of the termination of employment.

(b) Any teacher who receives a 3/4 time supply teaching position in accordance with Clause 25.1 is ineligible for a severance allowance.

L25.3 Conditions on Permanent Supply and Severance Pay

(a) Teachers who fail under Clause L24.6 (a) to apply for positions for which they are qualified are ineligible for a severance allowance and supply teaching.

(b) Teachers who fail to apply for each vacant position of which they were notified in accordance with Clause L24.8 (a) and for which they are qualified within the time limits specified in Clause L24.8 (b) are ineligible for a severance allowance and 3/4 time supply

teaching.

(c) Any teacher who is offered a transfer to another teaching position within Renfrew County is ineligible for a severance allowance and 3/4 time supply teaching.

L25.4 Recall

Teachers who have been declared redundant have rights to re-employment for three (3) school years following the school year in which they are declared redundant under the following conditions:

(a) They must have qualifications consistent with the requirements of Clauses L24.2 (b) and (d) listed on their Ontario Teachers' Qualifications Record Card (or be able to obtain such qualifications before commencing their duties) that match the position advertised. In cases that are disputed, the R.R.C. shall make the final decision after consultation with the S.S.C. of the school concerned.

(b) They must repay any severance allowance paid to them by the Board or forfeit any future rights under Clause L25.1 and L25.2.

(c) They had not turned down a position offered by the R.R.C.

(d) The redundant teachers have maintained their names on a current and updated list at the office of the Superintendent of Human Resources.

(e) Upon return to employment under this Clause the teacher will have the same seniority as when the teacher left.

(f) Where more than one (1) applicant has rights to re-employment and meets the conditions above, the Board shall choose the teacher to be re-employed.

L25.5 Voluntary Reduced Timetables

(a) A teacher may make application to the principal for a reduced timetable for the next school year. The teacher shall forward a copy to the Bargaining Unit President.

(b) Except for applications originating under Clause L24.11, applications for such reduced timetables must be made in time for the principal to meet the commitment with the S.S.C. as set out in Clause L24.2 and a response will be made as soon as possible.

(c) Where the principal chooses to accept an application for such a reduced timetable, the principal shall give the teacher a letter showing the timetable the teacher was working when the original application was made. Where the application is for the continuation of a reduced timetable, the letter shall show the timetable worked shown in the previous letter. The letter shall indicate that the teacher has elected voluntary timetable reduction.

(d) A teacher whose voluntary timetable reduction will not be continued shall have the right, subject to the provisions of Article L24.00, to return the next school year to the timetable indicated in the letter issued under Clause L25.5 (c).

(e) Where a teacher cannot be returned to the timetable indicated in the letter issued under Clause L25.5 (c), the teacher shall be deemed to have that timetable for the purposes of Article L24.00.

(f) The principal is not obligated to offer vacant periods that may arise during the year for which the reduced timetable is requested. The teacher by refusing vacant period does not lose established timetable entitlement [as per Clause L25.5 (c)] during staffing for the following year.

L26.00 COMMUNICATIONS

L26.1 Upon the refusal of their application for:
(a) promotion;
(b) leave of absence;
(c) exchange;
teachers will be informed of the specific reason(s) for such refusal.

L27.00 OSSTF DUES AND LEVIES

L27.1 On each pay date on which a teacher is paid, the Board shall deduct from each teacher or occasional teacher the OSSTF dues and any levy chargeable by OSSTF. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

L27.2 The OSSTF dues and any levy shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. The first remittance for September in each year shall be accompanied by a list identifying the teachers and occasional teachers, their Identification numbers, annual salary, salary for the period, and the amounts deducted. Subsequent remittances will be accompanied with a list of changes from the previous month's list.

L27.3 Any levy authorized by OSSTF and directed to District 28, OSSTF shall be deducted and remitted to the Treasurer of District 28, OSSTF, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers and occasional teacher, their Identification numbers, annual salary, salary for the period, and the amounts deducted.

L27.4 OSSTF and/or District 28, OSSTF as the case may be, shall indemnify and hold the Board harmless for any claims, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or District 28, OSSTF.

L27.5 The teacher's share of the E.I. premium reduction rebate shall be directed to the teacher.

L28.00 EXCHANGE PROGRAMS AND OVERSEAS TEACHING ASSIGNMENTS

L28.1 The Board supports the following types of exchange programs and overseas teaching assignments:

(a) In-County Exchanges
(b) In-Province Exchanges
(c) Ministry of Education Exchange Program
(d) Faculty of Education
(e) D.N.D. Overseas Assignments
(f) C.U.S.O. Assignments

L28.2 In-County Exchanges

Teachers may arrange exchanges between two (2) positions in the County provided the Superintendents concerned support this exchange. For purposes of the seniority list and redundancy procedures, the teachers concerned will still be considered as part of their original schools.

L28.3 In-Province Exchanges

Teachers may arrange exchanges between schools in the province provided that the Superintendent supports this exchange. The teachers making the exchanges shall continue to be paid by their original employing Boards (Responsibility Allowances will be paid only if the teachers also exchange similar responsibilities).

L28.4 For in-county and in-province exchanges application must be made to the Board not later than March 15th for exchanges which will take effect the following September 1st. An exchange shall normally be for one (1) year.

L28.5 Ministry of Education Exchange Programs

(a) Interested teachers must apply to the Board not later than the November 1st prior to the school year in which the exchange will take effect. The Board shall reply to the application not later than December 1st of the same year.
(b) For the exchange to take effect, the Board must have been advised of the completion of all necessary arrangements for the exchange not later than four (4) months prior to the date on which the exchange commences.
(c) The applicant teacher must fulfil all the conditions set down by the Ministry of Education in its annual Exchange Teaching memorandum.
(d) The salary which the Board will pay its own employee teacher while on exchange will be the salary the teacher would have received had the teacher not been on exchange (Responsibility Allowances will be paid only if the teachers also exchange similar responsibilities) and the Board will make the normal deductions as follows:
    (i) Ontario Teachers' Pension Plan
    Income Tax
    Life Insurance (basic and supplementary) - (if applicable)
    Long Term Disability (if applicable)
    (ii) OHIP (for a period of four [4] months)
    Supplementary Medical (for a period of four [4] months)

(iii) The regulations of OHIP only permit coverage for a period of four [4] months from the date of becoming non-resident. Depending on the destination of the exchange teacher, the administration will attempt to obtain insurance coverage for the teacher, and the Board will pay 87.5% of the premium up to a maximum of the amount applicable should the teacher have remained in Ontario.

L28.6 Department of National Defence Overseas Teaching Assignments

The Board approves, in principle, lending its teachers to the Department of National Defence on the following conditions:

(a) Interested teachers must apply to the Board not later than October 1st for leave which takes effect the following September 1st.
(b) The Department of National Defence must have formally accepted the Board's nomination by April 1st of the year in question.
(c) The teacher agrees that the salary the Board pays will be the lesser of the salary that would otherwise have been earned with the Board or the amount that the Department of National Defence will reimburse the Board.

L28.7 C.U.S.O. Assignments

The Board approves, in principle, lending its teachers to developing nations on the following conditions:

(a) Interested teachers must apply to the Board not later than December 1st for leave which takes effect the following September.
(b) The teacher will be paid by C.U.S.O. during this assignment.

L 28.8 There may not be more than 4% of the secondary staff on assignment as outlined in Clauses L28.3, L28.5, L28.6 and L28.7.

L28.9 The Board must approve any specific exchange or overseas teaching assignment before it is granted.

L28.10 Prior to approving any of the exchanges or teaching assignments outlined in Clause L28.1, the Board will examine the seniority lists and the probable redundancy situation to ensure that no candidate for these positions would be declared redundant during the period of exchange or overseas teaching or in the year immediately following such exchange or overseas teaching assignments. Notwithstanding the above, teachers on exchanges or overseas teaching assignments are subject to redundancy procedures during the exchange or overseas teaching assignment and in the following years.

28.11 Teachers involved in exchanges or on overseas teaching assignments as outlined in Clause L28.1 will continue to accrue seniority.

L29.00 X OVER Y PLAN

L29.1 Purpose

Under this plan a participating teacher agrees to work for a period of time at less pay than that teacher would have received based upon category placement, years of experience and any

applicable allowances. In return the Board agrees to grant the participating teacher a self-funded leave (leave with pay). A plan approved under this provision would normally be between two (2) and five (5) years in duration.

L29.2 Eligibility

Any permanent teacher with the Board is eligible to participate in this plan.

L29.3 Applications

(a) A teacher wishing to participate in this plan must submit a written application to the Superintendent on the Administering Committee not later than the January 7th preceding the school year in which the teacher wishes to enter the plan.

(b) The application must describe the individual scheme as to number of semesters of participation, the amount by which the regular pay will be reduced for each non-leave semester of the plan and the semester(s) in which the leave is to be taken.

(c) Each teacher submitting an application to participate in this plan shall be sent by March 1st written confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

L29.4 Conditions for Acceptance

(a) No individual scheme will be recommended for acceptance if more than 4% of the teaching staff projected for the year in which the leave would be granted would as a result be on leave under this plan.

(b) No individual scheme will be recommended for acceptance if the participating teacher will have less than three (3) years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.

(c) No individual scheme will be recommended for acceptance if the leave of absence is not fully funded by the teacher in advance.

(d) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave.

L29.5 Contract

(a) Each participating teacher shall execute a contract with the Board wherein are set out the terms and conditions of participation in the plan.

(b) The contract must be executed by March 15th or the teacher shall be deemed to have withdrawn the application to participate in the plan.

(c) This contract shall be enforceable between the teacher and the Board as though it were a part of this Agreement.

(d) The contract may be amended from time to time by mutual agreement the amendments affect neither the length nor the starting date of the leave, they are made prior to the June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.

(e) The contract may be amended from time to time by mutual agreement with respect either to the length or the starting date of the leave provided the amendments are approved by the Administering Committee and the Board.

(f) The Administering Committee will receive a copy of the report which contains additions to the plans contract and any amendments which may be subsequently made.

L29.6 Leave

(a) (i) Where deferred salary is involved, the leave period must commence after a period not exceeding six (6) years after the initial date of deferral.

(ii) Leave periods cannot be postponed beyond the maximum time limit although they may be postponed within the maximum time limit.

(iii) The leave must immediately follow the deferral period.

(b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.

(c) During a leave granted under this plan, fringe benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the teacher.

(d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.

(e) All provisions of this Clause shall be subject to Revenue Canada regulations.

L29.7 Return from Leave

(a) Subject to the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to the school taught in immediately prior to the leave.

(b) Subject to declining or changing enrolment patterns and the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to any position of responsibility held immediately prior to the leave.

(c) Upon return from a leave granted under this plan a participating teacher shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.

(d) The participating teacher must return to the employment of the Board after the leave period for a period that is not less than the leave period.

L29.8 Payment

(a) During non-leave portions of the individual scheme, the participating teacher shall be paid normal grid salary and allowances less the amount set out in the individual scheme by which the participating teacher's normal grid salary and allowances are to be reduced.

(b) During the non-leave portion of the individual scheme, the amount by which the participating teacher's normal grid salary and allowances are reduced (i.e., the amount set out by the participating teacher) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the Administering Committee and interest earned thereby shall accrue to the benefit of the trust.

(c) During the leave portion of the individual scheme, the participating teacher shall be paid an amount which consists of the sum accumulated in the trust. Interest accumulated in the trust will be paid to the participating teacher in accordance with Revenue Canada regulations.

(d) During participation in the plan, the participating teacher shall be paid on those dates and in the amounts established by Article L11.00.

(e) Provided the Board offers "Direct Deposit" under Clause L11.1 (b), during the leave portion of the individual scheme, the participating teacher's cheque will continue to be deposited. If for any reason the Board ceases direct deposit under Clause L11.1 (b), the participating teacher's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

L29.9 Withdrawal, Redundancy and Death

(a) (i) A participating teacher may not withdraw from the plan on or after March 15th of the school year in which leave is to commence.

(ii) A participating teacher may withdraw from the plan at any time prior to March 15th of the school year in which the leave is to commence by delivering written notice of withdrawal to the Superintendent on the Administering Committee.

(b) A participating teacher who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.

(c) A participating teacher who withdraws from the plan under the circumstances of Clause L29.9 (a) (ii) or (b) shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of withdrawal.

(d) The estate of a participating teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.

(e) A participating teacher who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating teacher remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest thereon.

(f) The estate of a participating teacher who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.

L29.10 Deferral of Leave

(a) If a suitable replacement for a participating teacher cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating teacher written notice at least three (3) months before the date on which the leave was to commence.

(b) In such a case, the participating teacher may choose to withdraw from the plan or remain in the plan by giving the Superintendent on the Administering Committee written notice of intent within ten (10) days of notification of deferral of leave.

(c) Where the teacher chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain in the plan or the teacher shall be deemed to have withdrawn from the plan.

(d) Where the teacher chooses to remain in the plan the money in trust shall continue to accrue interest.

L29.11 Administering Committee

(a) This plan shall be administered by two (2) representatives of the Board.

(b) (i) The Administering Committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved or that it has no recommendation.

(ii) In screening the applications the Administering Committee shall consider the needs of the applicant's school, the numbers expected to be on leave under this plan in the year a leave is requested and, subject to Clause L29.4, any other factors it considers relevant.

(iii) The recommendations of the Administering Committee shall be presented one week prior to March 1st, in order for the teacher(s) to be notified by the March 1st deadline.

(c) (i) Throughout a teacher's participation in the plan, the control of the trust established by Clause L29.8 (b) shall be vested solely in the Administering Committee on behalf of the participant.

(ii) The Administering Committee shall be responsible for the choice of chartered bank, trust company, credit union or other recognized financial institution to which the money held in trust shall be paid.

(d) During the leave portion of an individual scheme, the Administering Committee shall arrange for payment to the Board, in advance of the Board making payment to the participating teacher, the amounts set out in Clause L29.8 (c).

(e) The Administering Committee shall carry out such steps as it considers necessary to ensure participating teachers are aware of their rights and privileges under the Teachers' Pension Plan and the Income Tax Act.

(f) The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

L30.00 SUMMER SCHOOL, NIGHT SCHOOL AND ADULT DAY SCHOOLS

L30.1 In the selection of staff for night and summer school credit programs, the Board shall, to the extent consistent with the requirements of any collective agreements that may cover summer and night school teaching, hire according to the following order or priority:

(a) teachers of the Branch Affiliate who are involuntarily teaching part-time in the regular day school program because of the surplus provisions of the Agreement or those teachers who are surplus;

(b) teachers of the Branch Affiliate for whom summer/night school credit courses extend their part timetables (Note: time in excess of a full timetable falls under Clause L30.1 (c));

(c) other teachers of the Branch Affiliate.

L30.2 Selection of staff for night/summer school credit programs will take into consideration qualifications and experience in the courses concerned.

L30.3 For purposes of summer school credit courses, extension of a part-time teacher's timetable refers to the year following the summer school in question.

L30.4 For a teacher who is neither redundant nor involuntarily part-time in the regular day school program, inclusion of night and/or summer school in the teacher's timetable shall require the approval of the day school principal in consultation with the Superintendent.

L30.5 (a) Rates of pay for teachers in Clause L30.1 (a) and (b) shall be as follows:

$$\frac{X}{110} \times \frac{\text{position on grid}}{6}$$

where X = # hours taught, summer school new credit courses = 110
summer school repeat credit courses = 55

(b) (i) Teachers covered by Clause L30.1(c) or any teacher not already a teacher of the Branch Affiliate hired to teach a night or summer school credit program shall be paid at the rate of $33.04 per hour ($33.21 per hour February 1, 2017) plus 4% vacation pay and 3% statutory holiday pay.

(ii) The provisions of Articles L14.00, L20.00, L28.00 and L31.00 apply. No other provisions of this Agreement apply [save and except to the extent the teacher is employed outside the provisions of Clause L30.1 (c) or Clause L30.5 (b)(ii)].

L30.6 All provisions of the Collective Agreement apply to Alternative School teachers. There is deemed to be a single Adult Day School.

L31.00 PERSONNEL FILES

L31.1 Upon request, a teacher or occasional teacher or designated representative shall have the right to examine a teacher's personnel file in the presence of a Board representative.

L31.2 Upon request a teacher or occasional teacher or designated representative shall be entitled, without cost, to a copy of any materials contained in the teacher's or occasional teacher's personnel file.

L31.3 Where there is a twenty-four (24) month period during which no letter of discipline has been entered on the file, all previous letters of discipline with respect to the teacher or occasional teacher shall be destroyed.

Notwithstanding the foregoing, where the letter of discipline incident involves an interaction with a student of a physical or sexual nature it shall be maintained in a teacher's or occasional teacher's personnel file for a period of five (5) years.

L32.00 PRINCIPALS AND VICE-PRINCIPALS

L32.1 A teacher who is appointed to the position of principal or vice-principal and who returns to the Bargaining Unit within a period not exceeding one (1) year shall retain the seniority held at the time of leaving the Bargaining Unit. Return to the Bargaining Unit may only be through a successful application to a posted vacancy.

L33.00 PROBATIONARY PERIOD

L33.1 A newly hired teacher, part-time or full-time, shall serve a one (1) year probationary period.

34.00 HEALTH AND SAFETY

L34.1 The Board shall recognize its obligations to provide a safe and healthful environment for teachers and occasional teachers and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

L35.00 ELECTRONICALLY DELIVERED CREDIT COURSES

L35.1 Teachers or occasional teacher assigned to teach electronically delivered credit courses shall be subject to the workload provisions as set out in this Collective Agreement.

L35.2 Students from within the Board shall be recorded on the day school register of the secondary school the student regularly attends (or the secondary school that is the work location of the teacher or occasional teacher assigned to the electronic classroom).

L35.3 Secondary school students, twenty-one (21) years of age or over, who are taking credit courses through an electronically delivered curriculum shall be assigned to a class taught by a teacher or occasional teacher of District 28, and shall be recorded on the register at the work location of that teacher or occasional teacher or on the register of the secondary school the student regularly attends.

L35.4 Credits granted in whole or in part via electronic programming shall be used to generate FTE teachers with the District 28, Teacher/Occasional Teacher Bargaining Unit.

L35.5 Unless otherwise agreed by the Board, District 28, Teacher/Occasional Teacher Bargaining Unit and the individual teacher assigned to the class, all electronically delivered courses shall be scheduled during the regular school day, and the teacher's or occasional teacher's work location shall be in a secondary school within the board's jurisdiction.

L35.6 The Parties agree that should the Ministry of Education initiate changes in funding for electronically delivered credits that result in the courses not being funded under the regular day school under twenty-one (21) program and the over twenty-one (21) continuing education program, the Board and District 28, Teacher/Occasional Teacher Bargaining Unit will meet to review Article L35.00 with the intent of making electronically delivered courses financially self-sustaining within the funding provided by the Ministry of Education.

L35.7 The Board agrees to provide the District 28, Teacher/Occasional Teacher Bargaining Unit with all information pertaining to enrolment and staffing of credit courses offered by electronically delivered curriculum.

L36.00 TEACHER PERFORMANCE APPRAISALS

L36.1 The Board has and shall continue to consult with District 28, Teacher/Occasional Teacher Bargaining Unit in the development of the Policy and Procedures regarding Teacher

Performance Appraisals. This consultation shall continue prior to making modifications to the Policy and Procedures.

L36.2 Subject to Regulation 298 pursuant to Education Act, teachers in charge of organizational units shall not make judgements about a teacher's performance for the purpose of the Teacher Performance Appraisal.

L36.3 In the pre-observation meeting prior to a Teacher Performance Appraisal, a date and time for classroom observation shall be established which provides at least forty-eight (48) hours of notice prior to such classroom observation.

L36.4 A Teacher or Occasional Teacher will receive a copy of any written documentation about work performance and will have the opportunity to sign as having read it and is entitled to make written comments. Such documentation and comments will be retained as a part of the Teacher's or Occasional Teacher's file.

L36.5 Corrections and amendments agreed to by both the author and the Teacher or Occasional Teacher shall be made in writing and included in the Teacher's or Occasional Teacher's file. Copies of the changes shall be sent to any person or organization who received copies of the original during the one (1) year period prior to the correction or amendment being made.

L36.6 When a teacher or occasional teacher receives a performance appraisal which was rated unsatisfactory the Board shall inform the Bargaining Unit President within three (3) work days.

L36.7 A teacher or occasional teacher shall have the right to OSSTF representation at any scheduled meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory.

L36.8 For a teacher who has received two (2) consecutive Performance Appraisals with an over-all rating of unsatisfactory, or an occasional teacher who has received one (1) unsatisfactory evaluation, a grievance may be filed in accordance with Article L19.00.

L37.00 CRIMINAL BACKGROUND CHECKS

L37.1 The Renfrew County District School Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.

L37.2 Any action taken by the Board affecting a teacher or occasional teacher that is related to the Criminal Background check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human Rights Code and the Agreement and may be the subject of a grievance.

L38.00 ATTENDANCE AND WELLNESS PROGRAM

L38.1 The OSSTF reserves the right to grieve that the procedures outlined in the Attendance and Wellness Program has not been followed.

L38.2 When a teacher or occasional teacher is required to attend a meeting to discuss concerns about attendance the teacher or occasional teacher is entitled to bring an OSSTF representative to the meeting.

L38.3 When the Board chooses a physician, practitioner, hospital or health facility from a list agreed to by the Parties and requires the teacher or occasional teacher to attend and secure a medical certificate or other documentation, the Board shall reimburse the cost of such certificate or documentation to the teacher or occasional teacher within fourteen (14) calendar days of receiving proof of the payment.

L38.4 A copy of any letter, where a teacher or occasional teacher is placed on the Attendance and Wellness program shall be sent to the Bargaining Unit president.

L39.00 HARASSMENT

L39.1 The Board and the Federation agree that every teacher and occasional teacher has the right to freedom from harassment in the working environment.

The following articles (L40.00 to L47.00) apply to Occasional Teachers only.

L40.00 DEFINITIONS

L40.1 Occasional Teacher shall mean an "Occasional Teacher" as defined in the Education Act R.S.O. 1990.

L40.2 Occasional Teacher List shall mean a list of Occasional Teachers who have been accepted by the Principal of a secondary school of the Board for possible future employment in that school as Occasional Teachers. There is a separate Occasional Teacher List for each secondary school of the Board.

L40.3 Long Term Occasional Teacher means a teacher who is required to teach for a period of more than ten (10) consecutive teaching days as a replacement for one (1) teacher employed under a permanent or probationary contract. All other Occasional Teachers covered by this Agreement are referred to as Short Term Occasional Teachers.

L40.4 Current Status means successful completion of all requirements for the provided probationary period.

L40.5 Where the Agreement refers to actions taken by any particular person or the holder of an office, the action may be delegated to some other person.

L41.00 SALARY

L41.1 The Board shall pay rates of remuneration in accordance with the following:

(a) Occasional Teacher: A teacher qualified through the Ontario College of Teachers' and holding a current certificate of qualification and registration from the Ontario College of Teachers' shall be paid a per diem rate;

effective September 1, 2015	$221.67
effective February 1, 2017	$222.78

for the term of this agreement. This rate includes 4% vacation pay and 3% statutory holiday pay.

(b) Long Term Occasional Teacher: A Long Term Occasional Teacher shall be placed on the secondary teacher salary grid in accordance with the recognized teaching experience and category placement effective on the eleventh (11th) consecutive day of teaching retroactive to the first day that the assignment began. The Occasional Teacher shall continue to be paid at this rate until the expiration of the assignment. The rate paid under 6.1 (b) shall not be less than the rate paid under 6.1 (a). It is understood that this daily rate of payment includes payment for vacation pay and any statutory holidays (under the Employment Standards Act) if applicable.

(c) If the regular teacher returns and becomes unavailable for the same initial reason during the period of ten (10) teaching days from the date of return, the same Long Term Occasional Teacher will, if available, be returned to the assignment and the assignment will be deemed to be uninterrupted.

L41.2 (a) A Professional Activity Day shall not interrupt the continuity of the Occasional Teaching assignment.

(b) An Occasional Teacher who is scheduled to work and who is on Long Term Occasional Teaching shall be paid for a Professional Activity Day provided the Long Term Occasional Teacher participates in the scheduled professional activities.

L41.3 Pension contributions shall be in accordance with the applicable legislation and regulations made there under.

L41.4 (a) Years of experience and category placement on the salary grid for a Long Term Occasional Teacher shall be on exactly the same basis as for a secondary teacher employed by the Board. Experience gained during the current school year will not be included in this determination.

(b) Assignments with the Board that is continuous for one (1) month or more shall be credited as valid teaching experience for assignments in a subsequent school year. One tenth (1/10) of a year's teaching experience will be allowed for each twenty (20) days in the qualifying assignment, pro-rated for part-time assignment.

L41.5 An Occasional Teacher who is called for an assignment, and who is not notified of its cancellation prior to 6:30 a.m. the day of the assignment, shall be paid for said assignment

L41.6 An Occasional Teacher Additional Qualification shall not be a requirement of employment.

L42.00 LEAVES

42.1 Leave of Absence

All teachers on an Occasional Teacher List may request in writing to have their name voluntarily removed from that Occasional Teacher List for a period of up to and including one (1) school year. Requests shall be granted. The Occasional Teacher's name shall be returned to the Occasional Teacher List at the end of the leave unless the Occasional Teacher requests otherwise. The time of any leave under this Clause shall not count for experience or salary.

42.2 (a) Bereavement

A maximum of three (3) teaching days without loss of salary or any other benefits in the Collective Agreement is allowed to attend the funeral of immediate next-of-kin only (parents or guardians, children, brothers, sisters, spouse [including same sex or common-law], mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, and sons or daughters-in-law).

(b) A Long Term Occasional Teacher shall be entitled to unpaid leave of absence for compassionate reasons (personal illness, funerals, court appearances, examinations, and graduations shall be included). Such leave shall constitute neither a break in a continuing assignment nor a day of a continuing assignment. In all cases the Principal of the school must be notified as soon as possible, and, where possible, in advance.

(c) The entitlement shall be up to three (3) days for a semester.

(d) The above entitlements are the maximums allowable during a semester except as provided in (e) and (f) below.

(e) Entitlements not utilized during a semester are carried into the next semester provided the Long Term Occasional Teacher remains on the same assignment. Entitlements carried from a previous semester end with the earlier of the end of the school year or the end of the assignment.

(f) Under extenuating circumstances additional days may be granted at the sole discretion of the Superintendent responsible for Human Resources (or designate).

(g) Entitlements carried from a previous semester shall be deemed utilized prior to entitlements arising in the current semester.

42.3 Pregnancy, Parental and Adoption Leave

The Board provides pregnancy, parental and adoption leave for employees for such period before and after delivery or adoption of a child as will serve the interest of the students, the Board and the employee concerned, and in conformity with the requirements of the Employment Standards Act.

Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Types of Leave

(i) Pregnancy Leave

A Pregnancy Leave is granted to a pregnant employee and is for a period of fifty-two (52) weeks or such shorter period of time as the employee requests. The term "Pregnancy Leave" includes both the seventeen (17) week pregnancy and thirty-five (35) week parental leaves of the Employment Standards Act.

(ii) Parental Leave

A Parental Leave is granted to an employee whose spouse is expecting to give birth and is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Parental Leave must commence no later than thirty-five (35) weeks after the child is born.

(iii) Adoption Leave

Adoption Leave is granted to an employee who has provided the Board with

confirmation that an application has been made for adoption and is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Adoption Leave may commence immediately after the child becomes available. Adoption Leave must commence no later than thirty-five (35) weeks after the child comes into the custody and control of the adopting employee for the first time.

(iv) Extended Pregnancy Leave

An Extended Pregnancy Leave is granted to a pregnant employee and is for a period not to exceed two (2) years. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual agreement with the employee.

(b) Employees with Thirteen or more Weeks Continuous Service at Beginning Date for Leave

(i) Leaves as defined in Clause 42.3 (a) shall be granted provided any and all applicable conditions have been met.

(ii) Written documentation is required in:

(1) application for leave suggesting beginning and ending dates;

(2) probable date of delivery (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave) or expected date of first coming into care and control of the employee (Adoption Leave);

(3) doctor's certificate of pregnancy and probable delivery date (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave);

(4) confirmation of leave including beginning and ending dates;

(5) doctor's certificate of need for extension of leave (Pregnancy Leave or Extended Pregnancy Leave) if applicable.

(iii) Application for leave must be made at least two (2) weeks before the leave is to begin. Employees shall endeavour to provide four (4) weeks' notice.

(iv) The beginning and ending dates of the leave provided under these provisions will be in accordance with the Employment Standards Act. Any variation from this will be by agreement with the Superintendent responsible for Human Resources or designate.

(v) An employee may terminate a leave prior to the planned date by notifying the Superintendent responsible for Human Resources, in writing; at least four (4) weeks before the requested date of return.

(vi) During a leave, the employee shall receive no salary from the Board; seniority shall continue to accrue; sick leave shall not be reduced unless used.

(vii) During a leave, for the lesser of eighteen (18) weeks in the case of a Parental Leave or Adoption Leave, or thirty-five (35) weeks in case of a Pregnancy Leave or an Extended Pregnancy Leave, and the duration of the leave, the Board shall where applicable continue to pay its share of the premiums for insured employee benefits experience for grid placement and sick leave shall continue to accumulate.

(viii) After the period of time covered by Clause 42.3 (b) (vii), time spent on a leave under this provision shall not accrue towards placement on the salary grid or accumulation of sick leave.

(ix) At the end of a leave under this provision the Board shall return the employee to the position most recently held, if it still exists, or to a comparable position, if it does not. This return to position shall be subject to redundancy procedures. It is

understood that a teaching position does not extend beyond a school year and that return from a leave commenced in a prior school year must always be to a comparable position.

(c) Employees with Less than Thirteen Weeks Continuous Service at Beginning Date for Leave

All provisions in this part are the same as those in Clause 42.3 (b) except:

(i) the beginning date of the leave period if earlier than eleven (11) weeks prior to the expected delivery date and the ending date if later than six (6) weeks after the delivery date shall be determined by the Superintendent responsible for Human Resources or designate;

(ii) where the Pregnancy Leave extends beyond the eleven (11) week period, the employee loses the right to return to the Board's employ, unless such extension leave is approved, in writing, by the Superintendent responsible for Human Resources or designate;

(iii) neither the particular position held by the employee at the beginning of the leave nor the equivalent position is guaranteed on return to work, but the Superintendent concerned will place the employee in a position as near as practicable to that formerly held.

(d) Adoption Leave Provisions

(i) Pre-placement leave shall not exceed two (2) weeks except with specific approval of the Superintendent.

(ii) If the presence of the adopting employee is required for pre-adoption purposes [not including those set out in (i) above], such leave shall be available, provided that the teacher supplies verification from the adoption agency. Such leaves shall be charged against the employee's special leave allowance.

(e) SEB Plan

(i) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

(ii) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

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

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

(v) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

(vi) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

(vii) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.

(viii) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

(ix) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.

(x) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

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

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.

L43.00 WORKING CONDITIONS

L43.1 (a) An Occasional Teacher shall not be assigned a workload in excess of 1.0 FTE. The workload for an Occasional Teacher hired for a full time assignment is 3.0 periods plus 0.5 period for other assigned duties (4.0 periods plus 0.5 period of other assigned duties in a MSIP school).

An Occasional Teacher may be assigned as follows:

1 Period	1 half period on call or supervision	.33 per diem rate
2 Periods	1 half period on call or supervision	.67 per diem rate
3 Periods	1 half period on call or supervision	1.0 per diem rate

In a MSIP school:

1 Period	1 half period on call or supervision	.25 per diem rate
2 Periods	1 half period on call or supervision	.50 per diem rate
3 Periods	1 half period on call or supervision	.75 per diem rate
4 Periods	1 half period on call or supervision	1.0 per diem rate

(b) A Short Term Occasional Teacher may be assigned other supervisory duties.

(c) Each Occasional Teacher assigned to teach at a single site shall be provided with an uninterrupted period for lunch, free from duty, of at least forty (40) minutes per day.

L43.2 The school shall provide the Occasional Teacher with a statement of policy concerning school discipline procedures. The Board shall ensure that a statement of classroom discipline and classroom procedures is available for each Occasional Teacher.

L43.3 The Board agrees that the primary responsibility of the Occasional Teacher is to fulfil the teaching duties of the teacher being replaced and further agrees that support from the school administration in providing supervision and maintaining discipline shall be provided.

L43.4 If deemed necessary as determined by school administration, the school shall provide each Occasional Teacher with login access to the school's computer system for the purpose of instructing occasional assignments.

L43.5 All daily occasional teachers will be provided with keys to permit them independent access to the workspaces to be used by the occasional teacher during their assignment.

L44.00 PROFESSIONAL ACTIVITY DAYS

L44.1 The Board shall provide information to the Federation about the professional development activities sponsored by the Board.

L44.2 A Short Term Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board subject to space availability. Requests are to be made in writing to the appropriate Principal.

L45.00 OCCASIONAL TEACHER LISTS AND PROBATIONARY PERIOD

L45.1 (a) The Board will create and maintain a Priority Occasional Teacher List for the system and each secondary school will create and maintain a general list.

(i) The Board will create and maintain one Priority List that shall be a minimum of 5% of the total FTE of the secondary panel. The Priority List shall be a maximum of 25% of the total FTE of the secondary panel.

(ii) The General List will be Occasional Teachers qualified to teach at the secondary level.

It is understood that restricted teaching areas are exempted from these lists.

(b) Each school Occasional Teacher List is separate and distinct from the Occasional Teacher List of any other school.

(c) The School Occasional Teacher List shall include the person's name, telephone number(s), available email address, qualifications, subjects the person is qualified and willing to teach, availability and preferences.

(d) The Board shall supply the District President with a list of the Occasional Teachers Lists by September 30th and February 28th each school year.

(e) On November 30th, January 30th, March 20th and May 30th of each school year, the Federation shall be supplied by the Board with a copy of the actual teaching dates for each Occasional Teacher.

(f) No name on a School Occasional Teacher List will be carried from one (1) school year to another unless the individual has notified the school, in writing, prior to September 1st of that individual's wish to remain on that school's Occasional Teacher List. Notification of removal from the List should be provided by June 15th.

(g) (i) Occasional teachers shall be ranked on the General List according to when they were added to the list that came into existence as of September 1, 2012. On a go forward basis, teachers added to the list, are ranked according to their first day of work.
(ii) Occasional teachers shall maintain ranking on the Priority list according to their ranking from the General list.
(iii) If two or more teachers have the same start date, ranking shall be determined by days worked in the prior years as an Occasional Teacher (earliest being 2011/12) then by drawing lots, drawn by an Union designate and a member of the Human Resources Department.

L45.2 (a) There shall be a probationary period of at least twenty (20) days worked for each Occasional Teacher.

(b) At the time of application for inclusion on a school Occasional Teacher List the applicant shall designate, in writing, up to three schools in which the probationary period will be deemed to occur. It is the responsibility of the applicant to inform all schools to which application is made of this choice.

(c) Days worked for the probationary period are days (full-time equivalent) worked, in any of the schools designated under Clause 46.2 (b). The days shall continue from one school year to the next.

(d) Ten (10) of the twenty (20) days required under Clause 46.2 (a) must be accumulated in the school in which the probationary Occasional Teacher wishes to be evaluated for progression from probationary status to current status.

(e) During the probationary period an Occasional Teacher may change in writing, a school or schools in which the probationary period is deemed to occur. Days worked as probationary for the purposes of Clause 46.2 (a) may be transferred. Days worked as probationary for the purposes of Clause 46.2 (d) may not be transferred and can only be counted from the date written change notification is received by the school.

(f) Achievement of current status in a designated school or group of schools constitutes current status for all secondary schools

(g) Upon completion of all the requirements for the probationary period [ie. the requirements of Clauses 46.2 (a) and (d)], the principal of the school designated under Clause 46.2 (d) shall verify completion of the probationary period and shall provide a letter to the Occasional Teacher stating the date on which the probationary period was completed. A copy of this letter shall be sent to the Superintendent responsible for Human Resources.

L45.3 (a) Any person who wishes to apply for inclusion on a school Occasional Teacher List may do so by completing a standard application.

(b) It is the responsibility of the applicant to provide documentary proof of qualifications and status as probationary or current.

(c) Inclusion of the name of a person who has not completed the probationary period shall be at the sole discretion of the Principal.

(d) A person whose name has been removed from any Occasional Teacher List by application of Clauses L46.1 or L46.2 and whose name has not been restored by the grievance process may be denied inclusion on an Occasional Teacher List.

L45.4 (a) The Board agrees that only a qualified Occasional Teacher shall replace a regular teacher who is absent, unless no qualified Occasional Teacher is available from that school's Occasional Teacher List.

(b) Where no one is found using (a) above, the school may call someone not already on the school Occasional Teacher List.

L45.5 The Board shall hire an Occasional Teacher from the Priority List for a Long Term Occasional position, subject to qualifications and provided that no redundant teacher is available to fill the position. The Priority List and the LTO List are one and the same.

L46.00 REMOVAL FROM OCCASIONAL TEACHER LIST

L46.1 The Principal of a school may remove the name of an Occasional Teacher from a school's Occasional Teacher List, upon written notice, in the following manner:

(a) an Occasional Teacher on the Priority List may be moved to the General List, for failing to accept an Occasional assignment after five (5) requests.
(b) an Occasional Teacher on the General List may be removed for failing to accept an Occasional assignment after five (5) requests.
(c) for failing to be present for duty after having agreed to report and not providing reasonable grounds;
(d) for just and sufficient cause and such cause shall be communicated in writing.

L46.2 The Board may direct the removal of the name of an Occasional Teacher from all or some school Occasional Teacher Lists, upon written notice at any time during the probationary period.

L46.3 The written notice of Clause L45.1 and L45.2 shall be by certified or registered mail or hand delivery with a copy to the District President within five (5) days of the Occasional Teacher's removal from the list.

L47.00 AUTOMATED CALLING SYSTEM

L47.1 The board will use an automated calling system to engage short-term occasional teachers. In cases of emergencies and restricted areas, alternative means may be used to engage replacement teachers.

L47.2 Unless otherwise agreed, the automated calling system shall operate as follows

(a) Occasional Teachers on the Priority List shall be contacted first.

(b) If no Occasional Teachers are available from the Priority List, Occasional Teachers from the General List shall be contacted.

L47.3 An administrator may extend an occasional assignment (daily short term) to an Occasional Teacher for the continuance of the assignment.

L47.4 The parties agree to meet if needed once a year to review the design and operation of the automated calling system.

LETTER OF UNDERSTANDING

Between

Renfrew County District School Board

And

Ontario Secondary School Teachers' Federation
District 28 Teacher Bargaining Unit

TEACHER TRANSFER AND PLACEMENT DUE TO SCHOOL CONSOLIDATION

WHEREAS the Employer and the Union recognize that it may be necessary for the Board to consider consolidating or closing secondary schools, therefore the following protocols are agreed to in principle between the parties and be subject to grievance and arbitration.

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1. SCHOOL CONSOLIDATION COMMITTEE

a) Upon notification of consolidating or closing secondary schools, there shall be a meeting of a School Consolidation Committee (S.C.C.) to review the protocol and facilitate a smooth transition of staff.

b) The School Consolidation Committee (S.C C.) shall be composed of the three (3) representatives of the Board and three (3) representatives of the Federation and the Director of Education or designate who shall be Chair.

2. MOVEMENT OF STAFF

The general principle is that teachers will follow students to their new schools in consideration of their seniority, subject to teacher qualifications and program needs. No teacher shall suffer job loss strictly as a result of a school closure; however redundancy may occur and shall be dealt with according to Article L24.00 of the Collective Agreement.

a) Where there is more than on receiving school, each teacher in a school slated to be closed will complete a school selection form. Teachers will indicate their choices in order of priority from the receiving schools. Teachers will also list any qualifications, assignment preferences and any other pertinent information.

b) Forms will be submitted to the area Superintendent by March 1st.

c) The area superintendent will develop a list of teachers displaced by school closure in order of seniority, showing order of school/subject/assignment preferences, qualifications and other related information for each teacher. The area Superintendent shall then, in order of seniority and subject to qualifications, determine a school placement at the receiving schools until all teachers have been placed and proportionately to receiving schools based on student reallocation.

d) The Principal of the receiving schools will then complete the school comprehensive staffing sheet as per the normal staffing process outlined in the collective agreement.

e) If the total staffing FTE at the receiving schools is not sufficient to accommodate placement for all staff from the closing school, then teachers from involved schools will be identified as surplus to the school in accordance with Article L24.00, and the regular staffing process commences.

3. INTEGRATION OF STAFF

a) Teachers who have been displaced shall have the opportunity to meet with the administration and staff of the receiving school to allow for the acclimatization of the consolidated staff.

4. EXTENDED STAFF TRADE

a) Qualified displaced teachers in a closing school who request a transfer will be given consideration prior to the regular staffing process.

5. TEACHERS OF POSITIONS OF RESPONSIBILITY

a) Teachers in the closing school shall be entitled to apply for other leadership positions being advertised in the school they are moving to. Any additional leadership positions will not be posted until the school staffing complement has been determined.
b) The responsibility allowance for teachers of the closing school will be maintained for the balance of the term of appointment
c) If a school closure results in a reduction of the number of department heads needed, the Board may reassign displaced department heads to other leadership duties, as determined by the principal, for the remainder of the three year term.

6. UNIQUE OR UNFORESEEN CIRCUMSTANCES

a) Should unique circumstances or situations arise that cannot be addressed by the above, the SSC may be reconvened to attempt to resolve the unique issues.
b) Where agreement cannot be reached, the issues may be referred to the Grievance/Arbitration procedure. An arbitration decision must comply with the provisions of this Memorandum of Understanding and the Collective Agreement.