

COLLECTIVE AGREEMENT

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

(hereinafter called the "OSSTF")

Representing

**The Secondary Teachers of District 14, of the Ontario Secondary
School Teachers' Federation Employed by the Board**

(hereinafter called "District 14, OSSTF")

And

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

(hereinafter called the "Employer")

Effective

September 1, 2019

to

August 31, 2022



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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 Term of Agreement

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

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

- i. within 90 (ninety) days of the expiry of the collective agreement; or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.

- ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
 - f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
 - g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

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

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:

- i. September 1, 2019: \$5709/FTE
- ii. September 1, 2020: \$5937/FTE
- iii. September 1, 2021: \$6174/FTE

- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time

payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.

- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

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

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

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on

the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

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

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

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

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who

is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

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

- a) **Sick Leave Benefit Plan**
The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.
- b) **Sick Leave Days**
Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.
- c) **Short-Term Leave and Disability Plan (STLDP)**
Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- d) **Eligibility and Allocation**
The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.

- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 **E-LEARNING**

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit	<input type="checkbox"/> Yes <input type="checkbox"/> No
			Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No

2B: COGNITIVE (please complete all that is applicable)

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

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

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

3: Health Care Professional to complete.

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

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

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

where necessary. The local parties shall engage in a discussion of the following:

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;

- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY
LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

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

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

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

3.0.0 ELIGIBILITY and COVERAGE

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

establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

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

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

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
 - d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.

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

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

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;

- b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

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

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to

exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

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

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

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

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

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that

have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

Part B: Local Terms

ARTICLE L1 PURPOSE

- L1.01 It is the desire of both parties to specify within this Collective Agreement the terms and conditions under which teachers covered by this Collective Agreement are employed and the salary, allowances, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.
- L1.02 For the purposes of this Collective Agreement, "Teacher" means an individual who is employed by the Employer in the role of a teacher and who is a member of District 14, TBU OSSTF.

ARTICLE L2 RECOGNITION

- L2.01 The Employer recognizes Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for every teacher, other than occasional teachers, principals and vice-principals, who is assigned to one or more secondary schools or who performs duties in respect of such schools all or most of the time.
- L2.02 The Employer recognizes the negotiating team of District 14, TBU OSSTF as the agent authorized by the OSSTF to negotiate on its behalf.
- L2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.
- L2.04 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.

ARTICLE L3 RIGHTS AND RESPONSIBILITIES

- L3.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer and OSSTF agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations governing in the Province of Ontario.

L3.02 **Just Cause**

No teacher shall be discharged, demoted or disciplined except for just cause.

L3.03 **Representation**

When a Principal or Supervisor calls a teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the teacher about the nature of the meeting. For such a meeting, the teacher is entitled to OSSTF representation.

L3.04 **Personnel File**

L3.04.01 The teacher's personnel file shall be located in Human Resource Services at the Education Centre.

L3.04.02 A teacher or designate, upon written request and in the presence of a supervisory officer or designate, shall have access to that teacher's personnel file. The teacher and/or designate shall have the right to obtain copies of any material contained in such files.

L3.04.03 The teacher shall be provided with a copy of any documentation regarding a teacher's performance or conduct that is to be placed in the teacher's personnel file.

L3.04.04 Documents of a disciplinary nature and/or letters of expectation contained in the teacher's personnel file shall be removed upon the request of the teacher after two (2) years, provided there are no further incidents of a disciplinary nature placed in the teacher's personnel file. Notwithstanding the foregoing, disciplinary materials and/or letters of expectation pertaining to physical or sexual misconduct affecting the safety of students and/or staff shall remain in the personnel file.

L3.05 **Probationary Period**

A newly hired teacher shall have a probationary period of one (1) year worked.

L3.06 **Teacher Performance Appraisal**

L3.06.01 Performance Appraisal applies to all teachers of the Bargaining Unit except Occasional Teachers and Continuing Education Teachers.

- L3.06.02 The Employer will continue to consult with District 14, TBU OSSTF, with respect to any amendments or changes to the Employer's policies and procedures regarding teacher performance appraisals.
- L3.06.03 When a teacher receives a performance appraisal which was rated unsatisfactory, the Employer shall forward a copy of the report to the District 14, TBU OSSTF President provided that the teacher has authorized the Employer, in writing, to forward such report.
- L3.06.04 A teacher may have OSSTF representation at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory.
- L3.06.05 Teachers, including those in charge of organizational units, shall not participate in any assessment or evaluation aspect of the performance appraisal of another teacher.
- L3.06.06 District 14, TBU OSSTF has the right to file a grievance with respect to the performance appraisal report of a teacher which may lead to termination up to the last day of the school year in which the performance appraisal cycle is completed.
- L3.06.07 Formal/Summative evaluation of teachers shall be made only upon forty-eight (48) hours' notice to the teacher involved.

L3.07 **Annual Learning Plans**

Subject to any revisions from the Ministry of Education, the Annual Learning Plan is teacher-authored and teacher-directed, and is developed in a consultative and collaborative manner with the Principals.

L3.08 **Obligation**

The parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under the Collective Agreement, participates or fails to participate in the activities of the OSSTF.

L3.09 **Employer Policies and Procedures**

New Employer Policies and Procedures and updates of current ones shall be forwarded electronically to the President of District 14, TBU OSSTF, within thirty (30) days of the Employer's approval.

L3.10 **No Strike or Lock-Out**

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

L3.11 **Retirement**

For the purposes of this Collective Agreement, early retirement shall mean retirement between the earliest age permitted under *Ontario Teachers' Pension Plan (OTPP)* on a pension pursuant to the *Ontario Teachers' Pension Plan* with payment to begin within two (2) months of the retirement date.

L3.12 **Copies of Collective Agreement**

The Collective Agreement will be made available to all staff through the Employer's internal and external website.

L3.13 **Statistics**

The Employer will provide District 14, TBU OSSTF, statistical data and information encompassing the full-time equivalency, qualifications, allowances, salaries and benefits of teachers, and information regarding actual class size, by school, for the purposes of collective bargaining and the maintenance and administration of this Collective Agreement. With regard to any information provided to the OSSTF concerning its members, either individually or collectively, OSSTF shall save the Employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The OSSTF agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.

L3.14 **Termination of Employment**

L3.14.01 A teacher shall notify the Employer by November 30 of a teacher's intention to resign effective January 31 or end of Semester 1, whichever is earlier, and by April 30 of the teacher's intention to resign effective June 30 or August 31. However, teachers are encouraged to provide notice of resignation or retirement at the earliest possible date to assist with the staffing process.

L3.14.02 The Employer and a teacher who is a night school or summer school teacher shall give written notice, of not less than two 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.

L3.14.03 Nothing herein prevents a teacher and the Employer from mutually agreeing to the teacher's resignation at any time.

L3.15 **Use of Employer's Premises**

The Employer agrees to be cooperative with District 14, TBU OSSTF about carrying out District 14 business on the Employer's premises provided that no costs are incurred by the Employer. Requests for use of the Employer's premises shall be made to the Superintendent of Human Resource Services or designate.

L3.16 **Record Of Employment For EI Reporting**

For the purpose of reporting hours worked for Employment Insurance, the Employer shall record each full work day as 8 hours worked.

ARTICLE L4 DURATION AND RENEWAL

L4.01 Duration and Renewal provisions are provided in [Section C2](#) of Part A-Central Terms.

L4.02 Changes can be made to this local Collective Agreement with the mutual written consent of the parties. The OSSTF consent is subject to ratification by its membership.

ARTICLE L5 SALARY SCHEDULE

L5.01 For each teacher, salary shall be comprised of the amount established in accordance with proper placement on the salary grid and the amount

of any annual allowances provided in recognition of additional responsibilities and extra degree(s).

L5.01.01

Effective September 1, 2019 to August 31, 2020

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	47,011	52,092	56,594	58,810
1	53,114	55,378	60,398	63,026
2	56,166	58,659	64,204	67,245
3	59,219	61,937	68,012	71,462
4	62,275	65,219	71,816	75,681
5	65,321	68,503	75,624	79,893
6	68,376	71,781	79,431	84,111
7	71,428	75,065	83,237	88,329
8	74,480	78,342	87,042	92,546
9	77,531	81,624	90,851	96,762
10	80,572	84,900	94,649	100,973

Effective September 1, 2020 to August 31, 2021

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	47,481	52,613	57,160	59,398
1	53,645	55,931	61,002	63,656
2	56,728	59,246	64,846	67,917
3	59,811	62,557	68,692	72,176
4	62,897	65,871	72,534	76,438
5	65,975	69,188	76,381	80,692
6	69,059	72,499	80,225	84,952
7	72,142	75,816	84,070	89,212
8	75,225	79,125	87,913	93,472
9	78,306	82,440	91,759	97,730
10	81,378	85,749	95,595	101,982

Effective September 1, 2021 to August 31, 2022

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	47,956	53,139	57,731	59,992
1	54,182	56,491	61,612	64,292
2	57,295	59,838	65,495	68,596
3	60,410	63,182	69,379	72,898
4	63,526	66,530	73,260	77,202
5	66,634	69,879	77,145	81,499
6	69,750	73,224	81,027	85,802
7	72,863	76,574	84,910	90,104
8	75,977	79,916	88,792	94,406
9	79,089	83,265	92,677	98,707
10	82,192	86,607	96,551	103,002

L5.02 **Term Appointments**

L5.02.01 The Employer retains the right to appoint teachers to newly created term positions. The parties shall negotiate the allowance, if any, for such positions. If the parties are unable to agree on the allowance, the matter may be submitted to Arbitration pursuant to Article L30.06.

L5.02.02 **Term Appointment Allowances**

All allowances are in addition to the individual's proper placement on the grid according to their own category and experience.

Effective Date	Instructional Leadership Consultant
September 1, 2019	\$6,642
September 1, 2020	\$6,708
September 1, 2021	\$6,776

L5.02.03 Subject to Article L24, at the end of the term appointment the teacher shall return to the school in which the teacher was employed immediately prior to the commencement of the term appointment.

L5.02.04 Where the teacher held a position of responsibility, it shall be returned to the teacher if the teacher returns to the school at the end of the first year of the term and provided that the position still exists.

L5.03 **Allowances for Other Qualifications**

An allowance shall be paid for one post graduate degree, if not already used in determination of category, in accordance with the chart below. An allowance for a Master's Degree from universities outside Canada shall be at the discretion of the Superintendent of Human Resource Services or designate.

September 1, 2019	\$1,069
September 1, 2020	\$1,079
September 1, 2021	\$1,090

Any additional allowances being paid as of August 31, 1998 shall continue to be paid (subject to total allowance of \$1,208) during the term of the Collective Agreement.

L5.04 **Travel Allowance**

When it is required by the Employer, the Director of Education, Superintendents or Principals that any teacher must travel to be present at a formal meeting, the mileage will be paid at the Employer's per kilometre rate.

Formal meetings shall include but not be limited to: program councils, mandatory employer training and mandatory conferences. This Article does not refer to teacher organized professional activities or Professional Development Days.

L5.05 **Implementation of Schedule**

L5.05.01 The annual salary schedule shall be paid in accordance with the following schedule:

First working day of the school year	6%	February 15	4%
September 15	4%	March 1	4%
October 1	4%	March 15	4%
October 15	4%	April 1	4%
November 1	4%	April 15	4%
November 15	4%	May 1	4%
December 1	4%	May 15	4%
December 15	6%	June 1	4%
January - first banking day	4%	June 15	4%
January 15	4%	Last day of school in June	16%
February 1	4%		

Other than the pay date at the beginning of January, if the date listed above falls on a Saturday or Sunday, the actual pay date will be on the previous Friday. If the actual pay date is a statutory holiday falling on a Monday, the pay date will be on the previous Friday.

L5.05.02 Part-time teachers who teach one semester only shall be paid only in that semester.

L5.05.03 Part-time teachers who teach in both semesters shall be paid in each semester according to their FTE assignment that semester.

L5.06 **Adjustments to Schedule**

L5.06.01 A teacher who retires to pension or leaves the employ of the Employer or commences an unpaid leave of absence during the school year will be paid any salary owing, less required deductions, pro-rated on the number of days worked as a percentage of total days in the school year and in accordance with the teacher's entitlement prorated in relation to the workload of a full-time teacher in accordance with Article L9.14.01. Such payment shall be made on the next scheduled pay date following

the last day worked, provided that a minimum of two (2) weeks notice is given or on June 30, whichever is earlier.

L5.06.02 A teacher who begins or returns to active employment during the school year will be paid a salary pro-rated on the number of days worked as a percentage of total days in the school year and in accordance with the teacher's entitlement prorated in relation to the workload of a full-time teacher in accordance with Article L9.14.01.

L5.06.03 Full-time teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to the date of retirement/resignation or commencement of the leave. Salary shall be prorated in accordance with the provisions of Article L9.14.01.

L5.06.04 Teachers whose assignment/entitlement increases in the second semester will have their salary appropriately adjusted for the second semester. Teachers whose assignment decreases in the second semester will have their salary adjusted retroactively such that the adjustment is reflected through equal adjustments on pay dates in the second semester.

L5.06.05 Teachers newly appointed to positions of responsibility shall receive the appropriate responsibility allowance as of the effective date of the appointment.

L5.07 **Method of Payment**

Each teacher's salary shall be transferred by direct deposit into the bank, trust company or credit union account designated by the teacher provided that the bank, trust company or credit union is capable of twenty-four (24) hour transfer to the teacher's account.

L5.08 **Union Dues**

L5.08.01 On each pay date which a teacher is paid, the Employer shall deduct from each 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 Employer at least thirty (30) days prior to the expected date of change.

L5.08.02 The OSSTF dues deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth

of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.

- L5.08.03 Any levy authorized by OSSTF and directed to District 14, TBU OSSTF shall be deducted and remitted to the Treasurer of District 14, TBU 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, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.
- L5.08.04 OSSTF and/or District 14, TBU OSSTF, as the case may be, shall indemnify and hold the employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF and remitted to OSSTF and/or District 14, TBU OSSTF.

ARTICLE L6 CATEGORY DEFINITIONS AND TEACHER QUALIFICATIONS

- L6.01 Category definitions shall be those established by the Ontario Secondary School Teachers' Federation or Qualifications Evaluation Council of Ontario (QECO). For the purpose of salary categorization, the Employer recognizes the Certification Rating Statement issued by the OSSTF Certification Division or Qualifications Evaluation Council of Ontario (QECO). In case of a dispute, the ruling of the OSSTF Certification Appeal Board shall be final. Deviations from the policy which are applicable to District 14, TBU OSSTF, are contained in Articles L6.03 to L6.08.
- L6.02 It shall be incumbent upon the teacher to provide documented proof in the form of a Certification Rating Statement from OSSTF or Qualifications Evaluation Council of Ontario (QECO) as to their appropriate group classification.
- L6.03 All persons teaching on a Letter of Permission will be paid Category 1. A teacher employed with an Interim Certificate of Qualification shall be placed in the salary group for which the teacher is eligible as determined by a Letter of Evaluation from OSSTF or Qualifications Evaluation Council of Ontario (QECO).
- L6.04 All qualified secondary school new teacher appointees, other than those teaching on a Letter of Permission, shall be placed in the category consistent with the OSSTF certification, Qualifications Evaluation Council of Ontario (QECO) statement, or Letter of Evaluation and

recognized years of teaching experience provided that documentary evidence to support such placement and experience is submitted to the Employer prior to the commencement of duties. When such evidence is not submitted prior to the commencement of duties, the Employer shall place the teacher in Category 1 minimum until such evidence is supplied. When such evidence is supplied, any retroactivity shall apply according to the criteria delineated in Articles L6.05 - L6.08.

L6.05 Changes in qualification which result in a teacher being placed in a higher category shall be effective the first working day of the school year provided that:

- a) the course of study is completed prior to the first working day of the school year; AND
- b) examination(s) is (are) passed; AND
- c) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resource Services on or before the following June 30.

L6.06 Changes in qualifications which result in a teacher being placed in a higher category shall be effective January 1, provided that:

- a) the course of study is completed prior to December 31 of the preceding year; AND
- b) the examination(s) is (are) passed; AND
- c) written documentation showing successful completion of the examinations(s) is received by the Superintendent of Human Resource Services or designate on or before the following June 30 of the current school year.

L6.07 Changes in qualifications which result in a teacher being placed in a higher category shall be effective March 1, provided that:

- a) the course of study is completed prior to February 28; AND
- b) the examination(s) is (are) passed; AND
- c) written documentation showing successful completion of the examinations(s) is received by the Superintendent of Human Resource Services or designate on or before the following June 30 of the current school year.

- L6.08 Verification of existing qualifications at time of hire, for newly hired second semester teachers, which result in the teacher being placed in a higher category, will be retroactive to the employee's first day of work in the second semester, provided that the documentation is received by Human Resource Services by the following June 30. Category documentation received after June 30 will be dealt with in accordance with timelines outlined in Articles L6.05, L6.06 and L6.07.

ARTICLE L7 ADDITIONAL EXPERIENCE

L7.01 Calculation of Experience

- L7.01.01 Effective September 1, 2002, partial years of experience shall be counted as full years for grid placement. Salary increments will be recognized as of September 1.
- L7.01.02 Accumulation of experience for salary purposes shall not exceed ten (10) months credit for the period September 1 to August 31 inclusive.

L7.02 Additional Teaching Experience

- L7.02.01 Teachers who provide proof of secondary school experience outside of Ontario and who held Ontario qualifications as defined by the Ontario College of Teachers, or equivalent, while the experience was acquired either in Canada or out-of-country, shall receive recognition on the grid for this experience. Membership in the Ontario College of Teachers is not a requirement for such recognition. Recognition for such experience must be applied for to the HR Specialist responsible for secondary teachers within three (3) months from the first day worked after being hired, and supported by appropriate documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.

Notwithstanding the above timelines, later application for additional teaching experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.

- L7.02.02 Teachers entering the secondary schools from the elementary schools will have their elementary experience treated as secondary school experience for salary purposes only.

L7.02.03 Long-Term occasional teaching experience, as defined in the Occasional Teacher Collective Agreement of this Employer, served with this Employer or other Boards of Education in Ontario, shall be accumulated and added to other partial years of experience for credit on the grid.

L7.02.04 For new hires to regular teaching positions only, Summer School and Night School teaching experience acquired with this Employer after September 1, 2000 shall accumulate for the purposes of grid placement at the rate of one (1) month (equals 20 days) for each full Summer or Night School credit course taught. Such experience shall be accumulated and added to other partial years of experience for credit on the grid, provided it is supported by appropriate documentation within two (2) months of the first day of work after being hired.

L7.03 **Related Experience**

L7.03.01 Related experience will be defined as those experiences gained through active employment in the fields of Business, Communications Technology, Computers, French Language, Indigenous Languages, Industrial, Music and Dramatic Arts at the time of hiring.

L7.03.02 Teachers who have Canadian University or Canadian Community College teaching experience shall receive recognition on the grid for this experience in accordance with Article L7.03.04.

L7.03.03 Recognition for related experience must be applied for within three (3) months from the first day worked after being hired, and supported by documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.

Notwithstanding the above time-lines, later application for related experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.

L7.03.04 Related experience shall be equated to teaching experience for the purpose of grid placement as follows:

<u>Related Experience Number of Years</u>	<u>Experience on Grid Number of Years</u>
1	1
2	2
3	3
4	4
5	5

Related experience shall be based on the number of years, to a maximum of five (5).

L7.03.05 To be recognized, the Employer will review and determine related experience. Related experience must be in a field directly related to the subject being taught at the time of hire or in the year immediately following and have been acquired within the ten (10) year period immediately prior to commencement of teaching.

L7.03.06 At the time of hiring, the Employer shall notify the teacher of the additional teaching experience recognition and related experience recognition available to teachers.

L7.03.07 Notwithstanding L7.03.04 and in accordance with L7.03.05, those teachers who are applying for related experience in Hospitality, Construction, Manufacturing and Transportation shall receive up to a maximum of seven (7) years of related experience on the salary grid at the time of hiring. This article will apply to all new teachers hired after September 1, 2019.

L7.04 No teacher shall be hired at a salary higher than that being paid to a teacher of the incumbent staff having the same or equal qualification, approved experience and responsibility.

ARTICLE L8 INSURED BENEFITS

L8.01 Long Term Disability Plan

OSSTF agrees to indemnify, either directly, or via appropriate insurance, the Employer against any and all claims that may be made against the Employer in connection with any new long term disability insurance plan,

save and except errors that may arise in duties assumed by the Employer pursuant to this Article. Long Term Disability provisions are provided in Section C7.11 of Part A – Central Terms.

L8.02 Employee Assistance Plan (EAP)

Where the Employer and District 14, TBU OSSTF agree to share the cost of an Employee Assistance Plan (EAP), the cost will be shared on a 50/50 basis. Any changes to the current EAP arrangement may only be done by the mutual consent of the Employer and the Teachers. The contribution of each teacher will be to a maximum of \$20 annually, deducted at source.

L8.02.01 During an approved leave of absence, a teacher may elect to continue to participate in the EAP, provided the carrier permits.

For the duration of a statutory leave, the teacher may continue to participate in the EAP provided they continue to pay the employee portion during the length of the leave.

For the duration of a non-statutory leave, the teacher may continue to participate in the EAP provided they continue to pay the full cost during the length of the leave. To maintain participation and coverage under the Collective Agreement, the teacher must agree to participate in a pre-authorized debit plan or provide an advanced payment for the full cost of benefit premiums.

The Employer reserves the right to discontinue the participation in the EAP for any teacher should any two payments be denied for reason of insufficient funds.

ARTICLE L9 WORKING

L9.01 Workload

L9.01.01 Each full-time teacher shall be assigned a maximum of six (6) periods out of eight (8) periods (3 periods per semester). Each full-time teacher may also be assigned up to the following maxima on-calls and supervisions:

Maximum on-calls ($\frac{1}{2}$ period)	Maximum supervisions (15 minutes)
25	54

For Teacher-Librarians, Guidance Teachers, Special Education Resource Teachers, LLS Teachers, SST Teachers, CTCC and Co-operative Education Teachers time-tabled in that area, on-calls shall be performed in their area.

All teachers may be assigned supervision duties.

L9.01.02 An on-call is understood to be program delivery for a single class for a continuous period of time not to exceed a half-period.

Notwithstanding the above, classes may be combined in exceptional circumstances, such as inclement weather, not to exceed a regular class size.

L9.01.03 Supervision duties may be assigned in increments of fifteen (15) minutes (one supervision) up to a maximum of thirty (30) minutes (two supervisions).

L9.01.04 A full-time teacher shall be assigned no more than the equivalent of two (2) half-period on-calls per week. On-call assignments shall be distributed as equitably as possible among teachers. Where more than one (1) teacher is available for an on-call in a period, such on-calls shall be equitably assigned to all such teachers who are available in that period. Records of on-calls and supervision will be kept by the principal and/or vice-principal and will be reviewed on a monthly basis by the School Staffing Committee and/or the System Staffing Committee.

L9.02 Notwithstanding Articles L9.01.01 and L9.03, with the agreement of the District 14, TBU OSSTF and the Superintendent responsible for secondary operations, a full-time teacher of a Specialized four-credit or credit equivalent packaged program shall be assigned to their area for the full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 20 minute break in the morning and a 20 minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.

L9.03 In a semestered school, no classroom teacher shall be assigned more than three (3) credit and/or credit-equivalent courses per semester. Any exception to this shall be approved by the System Staffing Committee.

L9.04 Notwithstanding Article L9.01.04, supervision duties may be blocked in units in consultation with the School Staffing Committee and with the consent of the teacher(s) involved.

L9.05 No classroom teacher shall be assigned other duties in addition to those set out in Article L9.01. Unassigned time shall be available to the teacher for preparation and marking.

- L9.06 The duties of part-time teachers shall be pro-rated to the duties of a full-time teacher.
- L9.07 Each teacher shall have a daily scheduled interval between classes for a lunch break that is not less than forty (40) consecutive minutes free from assigned duties.
- L9.08 No instructional period shall exceed seventy-five (75) minutes in length.
- L9.09 All classes will normally be scheduled within the regularly scheduled day. Any exceptions must be in the School Plan and reviewed by the System Staffing Committee and approved by the Superintendent Responsible for Secondary Staffing as outlined in Article L23.02.03.
- L9.10 The length of the school year shall be the minimum required under the *Education Act*.
- L9.11 Teachers will not be required to perform their assigned duties at any time which falls outside the designated school year in Article L9.10. Teachers who agree, by mutual consent, to work outside the designated school year, for example guidance duties, shall receive compensating periods off equal to the number of periods worked. Such days are to be scheduled during the course of the school year with the agreement of the principal. The replacement of these teachers (if required) during the school year will be covered by occasional teachers.
- L9.12 One (1) Professional Activity Day may be designated for each year as a District 14, TBU OSSTF Professional Development Day.
- L9.13 **Class Size Maxima**
- L9.13.01 The Employer and District 14, TBU OSSTF agree that the following maximum class sizes are desirable to promote a positive learning environment:

Course / Stream	Maximum	Flex
Locally-Developed	14	2
Learning Strategies	16	2
Workplace	20	2
Cooperative Education	24	3
Learning and Life Skills	10	0
Open (grades 9 and 10)	25	2

Course / Stream	Maximum	Flex
Applied	23	1
Open (grades 11 and 12), College	25	2
Academic	28	1
University, University/College (M)	29	2
International Baccalaureate and Advanced Placement	32	3
Limited Facility: Transportation, Construction, Integrated Technology, Manufacturing, Welding, Foods and Nutrition, Hospitality, Fashion and Design	20	2
Multi-stream / multi-grade classes	average of the class sizes	1

L9.13.02 Where the maximum plus Flex above cannot be met, an individual teacher's combined class sizes (sum of Maximums and Flexes) may be exceeded by a total of four (4) students per semester. Limited Facilities, Learning and Life Skills classes and Locally Developed classes will not be exceeded based on Article L9.13.01.

L9.13.03 Notwithstanding Article L9.13.01 and Article L9.13.02, the following will apply:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to two (2) students.
- b) No Teacher will have more than two classes per semester or equivalent in nonsemestered schools impacted by paragraph a) without mutual consent.
- c) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- d) The exceptions as per a) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

- L9.13.04 Class sizes not specified here will be referred to the System Staffing Committee for a determination.
- L9.13.05 By the third Friday in September, the School Staffing Committee in each school shall verify that the actual class sizes are within the parameters of the class size maxima stated in Article L9.13.01.
- L9.13.06 Notwithstanding Article L9.13.05, by the first Friday in October, any class sizes that exceed the maximums stated in the chart shall be reported to the System Staffing Committee. The System Staffing Committee shall make any necessary adjustments or determine any necessary exceptions by October 31 and March 31 of each school year.
- L9.13.07 For second semester, the process outlined in Articles L9.13.05 and L9.13.06 will be completed by the third Friday in February and February 28 respectively.
- L9.13.08 The application of Articles L9.13.06 and L9.13.07 shall not require the hiring of additional staff. However, it may result in re-timetabling, cancellation of under-enrolled classes, and/or other re-organizations as deemed appropriate.

L9.14 **Part Time Teachers**

- L9.14.01 For a part-time teacher, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment of six (6) periods out of eight (8) periods plus the Additional Professional Duties as outlined in Article L9.01.01.

Part-time Pro-Rating		Maximum half-periods each of on-calls and 15 minute supervisions	
Assignment (Periods)	FTE Status	On-calls	Supervisions
0.5	0.083	3	5
1.0	0.167	5	9
1.5	0.250	7	14
2.0	0.333	9	18
2.5	0.417	11	23
3.0	0.500	13	27
3.5	0.583	15	32

Part-time Pro-Rating		Maximum half-periods each of on-calls and 15 minute supervisions	
Assignment (Periods)	FTE Status	On-calls	Supervisions
4.0	0.667	17	36
4.5	0.750	19	41
5.0	0.833	21	45
5.5	0.917	23	50
6.0	1.000	25	54

L9.14.02 Every effort will be made to ensure that a part-time teacher, assigned in two (2) periods in one (1) semester, is assigned those two (2) periods either in the morning or in the afternoon, but not in both unless agreeable to the teacher.

L9.14.03 To the extent possible, part-time teachers shall have their on-calls and supervisions blocked in the period of time closest to the start of the teaching assignment or end of the teaching assignment.

L9.15 **Itinerant Teachers**

L9.15.01 An itinerant teacher is a teacher who is assigned duties by the Employer in more than one school or work location in a day. A part-time teacher who is assigned duties by the Employer in one school and successfully secures work in another school is not considered as an itinerant teacher.

L9.15.02 An itinerant teacher shall have one school or work location designated as their school of record.

L9.15.03 An itinerant teacher shall be guaranteed reasonable travel time, exclusive of lunch and normal preparation time, for travel between assigned schools.

L9.15.04 An itinerant teacher shall be paid the Employer's per kilometer rate for traveling between assigned schools.

ARTICLE L10 SICK LEAVE

L10.01 All other Sick Leave provisions are provided in [Section C9.0](#) of Part A-Central Terms.

L10.02 **Medical Documentation**

L10.02.01 A Teacher absent through illness for any period may be requested to furnish a certificate to that effect from the attending physician but the Employer may at its discretion require a certificate from a physician of its own appointment and, in the event of a disagreement, require a third medical opinion; at no cost to the teacher.

Where additional considerations around the selection of the medical practitioner may be required to support the teacher, the Employer and the Union agree to consult on the requirements necessary in the selection of a medical practitioner. The Teacher shall receive a copy of any medical report provided to the Employer.

L10.02.02 Notwithstanding Article L10.02.01 with respect to a furnished certificate, Functional Ability or other such physician completed forms requested by the Employer, the employee will be responsible for the cost of the first such form acceptable by the employer, and thereafter the Employer will be responsible for the cost of any additional such forms.

L10.02.03 An employee has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The Employer shall notify the employee of this right.

ARTICLE L11 SICK LEAVE/RETIREMENT CREDIT INCENTIVE PLAN

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.

L11.01 Any teacher who retires during the life of this Agreement and submits proof that they have been superannuated from the profession is entitled to receive a sick leave/retirement credit incentive if they have a minimum of ten (10) continuous and consecutive years of employment with this Employer or its predecessors.

L11.02 An eligible teacher, as defined in Article L11.01, shall receive a credit incentive (CI) as calculated according to the following schedule based on the total years of service with this Employer, or its predecessors:

10 Years	CI = 25% x S x (N ÷ 200)
11 Years	CI = 27.5% x S x (N ÷ 200)
12 Years	CI = 30% x S x (N ÷ 200)
etc.	
19 Years	CI = 47.5% x S x (N ÷ 200)
20 or more Years	CI = 50% x S x (N ÷ 200)
Where: S = employee's full-time grid rate plus allowances in effect as at the date of retirement; AND	

For teachers hired prior to September 1, 2005, "total years of service with this Employer, or its predecessor" shall include years "in the profession for which the teacher has been given credit in the salary records of this Employer".

- L11.03 In any event the credit incentive shall not exceed one-half of the employee's full-time grid rate plus allowances in effect at the date of retirement.
- L11.04 It is understood that any interruption of service due to leaves granted by the Employer does not adversely affect the consecutive nature of a teacher's service.
- L11.05 Total years of service will include time absent for those teachers on Pregnancy/Parental/Infant Care Leave, or who continue to receive salary through the Employer.
- L11.06 An unpaid leave of absence granted by the Employer which results in a person not teaching for a recognized board shall not be considered as experience for credit in the plan, but neither shall it be considered a break in the employee's service.
- L11.07 Teachers who are discharged or who voluntarily leave the service of the Employer but do not retire from the profession, shall receive no remuneration for accumulated sick leave.
- L11.08 An application for credit incentive must be submitted in writing, to the Superintendent of Human Resource Services or designate, four (4) months prior to the payout date as outlined in Article L11.10. If the application is received less than four (4) months prior to the payout dates

outlined in Article L11.10, the Employer reserves the right to pay the retirement incentive at the next payout.

L11.09 The credit incentive for an eligible teacher who dies in service shall be paid to their estate.

L11.10 A teacher who is eligible for a credit incentive and who has submitted their full documentation shall have the following options regarding payment:

a) total amount in either August or March following the date of retirement; OR

b) 1/2 in August and 1/2 in March following the date of retirement; OR

c) 1/4 in August and 3/4 in March following the date of retirement.

The teacher shall make the choice of method of payment upon application as in Article L11.08.

ARTICLE L12 SCHOOL LEADERSHIP POSITIONS

L12.01 The School Leadership Plan

The School Leadership Plan shall contain Lead Teachers and School/Initiative Leaders as determined by the System Staffing Committee. These Leadership Positions shall be aligned with Ministry Curriculum Documents, system initiatives, and/or school initiatives.

It is understood that the System Staffing Committee shall review and may make recommendations for amendments to the criteria for School Leadership Plans and School Leadership positions.

L12.02 Development and Approval of Plans

L12.02.01 The School Staffing Committee will develop a School Leadership Plan based on the parameters provided by the System Staffing Committee. The plan will be submitted by the principal of the school to the superintendent responsible for secondary operations for review and approval. A copy of The Plan will also be forwarded to the System Staffing Committee for review.

L12.03 Funding of Responsibility Allowance

L12.03.01 Funding for school leadership positions will be consistent with Ministry of Education funding.

L12.03.02 Lead Teachers and School/System Initiative Leaders will be allocated an allowance recommended by the System Staffing Committee in accordance with the plans established in Article L12.02.

L12.04 **Carry Over of Unused Funds**

There shall be no carry over of unused funds.

ARTICLE L13 RELEASE OF FEDERATION OFFICERS

L13.01 In the event a teacher is elected or appointed to an office with the Provincial Executive of OSSTF, the Employer agrees to give that person an indefinite leave of absence without pay.

It shall be the responsibility of the teacher to notify the Employer of their election or appointment to the Provincial Executive by the Monday following the March Break. Similarly, a teacher returning to teaching from the Provincial Executive must notify the Employer by the Monday following March Break.

L13.02 Upon application by District 14, TBU OSSTF special leave will be granted for up to the equivalent of three (3) full-time teachers. Such leave will be granted for District 14, OSSTF activities.

L13.02.01 Such leave will be granted to not more than four (4) teachers designated by District 14, TBU OSSTF.

L13.02.02 Each teacher on special leave shall receive regular salary and benefits and shall receive full credit for sick leave and experience for grid placement. OSSTF will reimburse the Employer for the replacement teachers at the rate of the salary at Category III, Step 0 and for the full benefits premiums for the teacher being replaced.

L13.02.03 A Release Officer who held a School Leadership Position or any other position that held extra financial remuneration shall continue to receive their allowance for the entire duration of their special leave. The allowance shall be adjusted annually based on the compensation rate for the position the Release Officer held at the commencement of leave. The Union will reimburse the Employer for the full cost of the said allowance.

L13.02.04 Notwithstanding Article L13.02.02, a teacher on special leave with District 14, TBU OSSTF may be entitled to additional remuneration through the District 14, TBU OSSTF for their released officer duties. The Employer will process the additional remuneration, subject to regular and statutory deductions, through regular payroll as directed by District 14, TBU OSSTF. The Union shall reimburse the Employer for the full

cost of the additional remuneration paid in accordance with this article. By June 30 of each year, District 14, TBU OSSTF shall notify the Employer of the additional remuneration for each released officer for the upcoming school year.

L13.02.05 Teachers returning from special leave shall notify the Employer by May 31.

L13.03 Upon application by District 14, TBU OSSTF, occasional release time to a maximum of sixty (60) days per school year shall be granted to teachers to carry out District 14, TBU OSSTF activities at the local level.

L13.03.01 District 14, TBU OSSTF shall reimburse the Employer for occasional release time at a rate of one - one hundred and ninety fourths (1/194) of CAT 1 Year 0 per day.

L13.03.02 No reimbursement is required from District 14, TBU OSSTF when Federation representation is required by the Employer for meetings.

L13.04 **Release Officer WSIB Coverage**

The Federation acknowledges that released officers are under the direction and control of the Federation and as such, teachers are not performing any duties or responsibilities related to their employment with the Employer.

The Federation covenants and agrees to save harmless and indemnify the Board from and against all claims, charges, taxes, assessments, penalties and demands which may be made by the Workplace Safety and Insurance Board in respect to any teacher on such leave, pursuant to the Collective Agreement and applicable legislation.

ARTICLE L14 TEACHER SELF-FUNDED LEAVE PLANS (X/Y PLANS)

L14.01 The Teacher Self-Funded Leave Plan permits teachers to take a one (1) year, or one (1) semester self-funded leave, subject to Article L14.03. During the Y-year term (where "Y" must be 3, 4 or 5) the teacher shall agree to be paid by the Employer at X/Y (where "X=Y-1" or "X=Y-1/2") of the salary normally paid under the applicable Collective Agreement, subject to the conditions outlined below.

The amount of the Current Compensation Amount deferred by the teacher under the plan cannot exceed 33 1/3 % in any calendar year in accordance with the *Income Tax Act*.

The year or semester (one-half year) leave must be taken in the final year of the Plan.

L14.02 **Application**

A written application shall be delivered to the Superintendent of Human Resource Services or designate not later than February 28, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of the leave of absence.

L14.03 **Approval or Denial**

The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or the reason for denial shall be delivered to the applicant not later than April 1, following the date of application.

L14.04 **Definition**

Entry into the plan shall be effective only on September 1 and the duration of a leave of absence under this plan shall be between September 1 to August 31 next.

L14.05 **Salary Holdback**

During the teaching years of the plan, the teacher shall be paid a percentage of the salary and allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement. The salary shall be placed in an individual trust account in the name of the teacher. Interest paid on the trust account shall be the prime rate less 2% as established by the Employer's chartered bank. Any interest must be paid to the individual in the taxation year in which it is earned. Such interest is treated as income for the purpose of the *Income Tax Act* and shall be paid by December 31 in each year. A statement of each teacher's account will be issued at the end of each school year.

L14.06 **Payment**

L14.06.01 During the "X" years of the "X/Y" plan, the teacher shall receive "X/Y" of their salary in each year as determined by the Collective Agreement in effect for that period.

L14.06.02 During the said leave of absence, the sum accumulated in the trust on behalf of the teacher shall be paid to the teacher in the same manner as would the teacher's salary were the teacher not on leave of absence.

L14.07 **Benefit Plans**

- L14.07.01 Throughout the years of the plan, teacher benefits shall be subject to the terms and conditions as outlined through the benefit trust.
- L14.07.02 The year of absence does not represent a break in service so far as sick leave/retirement credit incentive is concerned.
- L14.07.03 There shall be neither accumulation nor utilization of sick leave credits during the year/semester of absence.
- L14.07.04 The Employer and Teacher shall comply with the regulations governing the *Ontario Teachers' Pension Plan*.

L14.08 **Termination**

- L14.08.01 A participant may withdraw from the originally agreed upon plan up to and including the 28th day of February preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including any accrued interest less a withdrawal fee of \$50, shall be paid to the participant within sixty (60) days following delivery to the Superintendent of Human Resource Services or designate of written notification of withdrawal.
- L14.08.02 A declaration of redundancy shall be deemed to be written notice of withdrawal, delivered to the Superintendent of Human Resource Services or designate on the effective date of the redundancy.
- L14.08.03 In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death.
- L14.08.04 In the case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the date of death.
- L14.08.05 Plans that are no longer compliant with the allowable plan duration made under the *Income Tax Act* and its regulations, as amended, shall be terminated. The sum accumulated in the trust, including any accrued interest, shall be paid to the participant within sixty (60) days following the notification to the participant that the plan has been terminated.

L14.09 **Contract**

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the plan.

ARTICLE L15 LEAVE OF ABSENCE WITHOUT LOSS OF PAY AND NOT CHARGEABLE TO SICK LEAVE

L15.01 **Bereavement Leave**

L15.01.01 Leave of absence without loss of pay shall be granted to a maximum of three (3) working days in the case of the death of an immediate member of their family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister, brother, foster child, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent, step-child, step-sibling, or fiancé(e).

L15.01.02 Leave of absence without loss of pay shall be granted to a teacher to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, nephew or cousin.

L15.01.03 At the discretion of the Superintendent of Human Resource Services or designate, up to two (2) additional working days may be granted to meet exigencies of distance and/or special circumstances. These may be in addition to the leave granted in L15.01.01 and L15.01.02.

L15.02 **Quarantine Leave**

Quarantine leave without loss of pay shall be granted to a teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

L15.03 **Jury or Witness Leave**

Leave without loss of pay shall be granted to a teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Employer any fee, exclusive of traveling and living expenses, that the teacher receives as a juror or as a witness.

L15.04 **Personal Leave**

Personal Leave without loss of pay may be granted to a maximum of three (3) working days per school year subject to the approval of the Principal or immediate supervisor.

L15.05 **Recognized Religious Holidays**

Leave without loss of pay shall be granted on request to a maximum of two (2) working days per school year to observe recognized religious holidays.

L15.06 **Fifth Disease**

L15.06.01 When a medically confirmed case of Fifth Disease in the school becomes known to the principal, the principal will notify all school employees forthwith.

L15.06.02 If a pregnant employee is at risk, it is the employee's responsibility to visit their physician for immunity testing at the employee's cost as soon as possible. The employee may use a sick leave day for the visit to the employee's physician for the test.

L15.06.03 During the waiting period pending receipt of the test results, the employee will immediately be reassigned out of their regular workplace to an alternate site.

L15.06.04 As soon as it is available to the employee, the employee will forward the medical documentation to Human Resource Services.

L15.06.05 Employees with immunity to Fifth Disease will return to their regular work site. Employees without immunity will continue to be reassigned out of their regular work site until twenty (20) continuous days have elapsed since the last confirmed case of Fifth Disease at the employee's regular work site.

L15.07 **Training Courses, Lectures and Conferences**

L15.07.01 When the Employer requires a teacher to be absent because of training courses, lectures or conferences given during school hours, salary and benefits will continue.

L15.07.02 Leave of absence without loss of pay may be granted to a teacher who is attending the Bachelor of Education completion program in the Technological Education Internship Program at Queen's University where no other alternative exists. In the event that the teacher leaves the Employer within two (2) years of completion of the program, the

teacher shall reimburse the Employer the cost of the occasional teacher, if any was incurred.

L15.08 **Family Medical Leave**

Please refer to [Article C8 Statutory Leaves of Absence/SEB](#) of Part A Central Terms.

ARTICLE L16 LEAVE OF ABSENCE-OTHERS

L16.01 Unpaid leave of absence of up to two (2) years duration may be granted by the Superintendent of Human Resource Services or designate.

L16.02 Upon application, a teacher shall be granted an unpaid leave of absence if the following conditions are met:

- a) the applicant has three (3) years service with this Employer; and
- b) the applicant has not had an unpaid leave of absence for five (5) years, excluding infant care leave; and
- c) the applicant received a satisfactory rating on his/her most recent performance evaluation; and
- d) where the Superintendent of Human Resource Services or designate, after consultation with the Superintendent, Student Achievement, determines that granting the leave would not seriously disrupt the school program.

L16.03 Application for a leave of absence under Articles L16.01 and L16.02 must be through the Teacher's Principal to the Superintendent of Human Resource Services or designate. Applications shall be submitted no later than February 28 for a leave which will start in September of that year or February of the next year. Applications submitted after February 28 may be approved at the discretion of the Superintendent of Human Resource Services or designate.

Response shall not be later than April 1 following the date of application or, in the case of late submissions, within a month.

L16.04 It is understood that the leave is at no cost to the Employer. Continuation of benefits will be subject to the Central Agreement.

L16.05 Each teacher granted an unpaid leave under the provisions of Articles L16.01 and L16.02 shall enter into an individual contract with the Employer that:

- a) represents a firm commitment to take the leave; and
- b) commits the teacher to return from leave on the agreed expiration date.

L16.06 Teachers on an unpaid leave of absence are subject to being declared redundant as per the provisions of this Collective Agreement.

L16.07 Upon the return of a teacher who, with the approval of the Employer, has been involved in an exchange program, or in any program where the individual is working in an educational capacity (e.g., C.I.D.A., D.N.D., etc.) the salary and sick leave credits of that teacher shall be as if the teacher had remained on staff and provided service for this Employer.

ARTICLE L17 PREGNANCY AND PARENTAL LEAVE PLAN

L17.01 **Pregnancy Leave**

L17.01.01 Pregnancy Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.

L17.01.02 Arrangements for leaves shall be made with the Superintendent of Human Resource Services or designate.

L17.01.03 Pregnancy leave of up to seventeen (17) weeks shall be granted to a teacher who has worked for the Employer for at least thirteen (13) weeks as follows:

- a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the teacher may request, unless she chooses to resign or extend the pregnancy leave into parental leave;
- b) Pregnancy leave may commence no earlier than the day that is seventeen (17) weeks before the teacher's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier;
- c) A teacher must give the Employer at least two (2) weeks written notice of the date the pregnancy leave is to begin and submit a medical certificate from a qualified medical practitioner stating the anticipated date of birth;

- d) The pregnancy leave may end earlier than planned if the teacher gives the Employer four (4) weeks written notice before the desired date of return.

L17.01.04 Pregnancy leave is an unpaid leave of absence; therefore during the leave, no salary or allowances shall be paid. Upon return to work, the teacher shall be placed on the salary schedule in accordance with the qualifications and experience the teacher would have as if the teacher had worked throughout the Pregnancy Leave.

L17.01.05 Notwithstanding Article L17.01.04, a teacher going on Pregnancy Leave may request sick leave if such teacher has sufficient accumulated sick leave to her credit and acceptable medical documentation supporting the absence. Sick benefits will not apply to non-pay periods (e.g. summer, March break, etc.). It is understood that time on sick leave during the post-partum period counts as part of the seventeen (17) weeks of Pregnancy Leave.

L17.01.06 If the teacher does not return to work at the expiration of the leave, the teacher shall be considered to have resigned unless the teacher or child is ill or the teacher has chosen to extend the Pregnancy Leave into a Parental Leave.

L17.02 **Parental Leave**

Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.

Parental Leave shall be granted to a teacher who has worked for the Employer at least thirteen (13) weeks as follows:

- a) Parental Leave shall be for up to sixty-one (61) weeks if the teacher has also taken a pregnancy leave or up to sixty-three (63) weeks if the teacher has not taken a pregnancy leave.
- b) The parental leave of a teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) All other employees may begin their parental leave no more than seventy-eight (78) weeks after the child is born or comes into the custody, care and control of a parent for the first time.

- d) Where possible, the teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Employer at least four (4) weeks written notice before the desired date of return.
- f) It is understood and agreed that the teacher will give the Employer notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.

L17.03 **Provisions Applicable to Both Pregnancy and Parental Leaves**

L17.03.01 Seniority and credit for teaching experience and sick leave continue to accrue during pregnancy leave and/or parental leave as defined in this Article.

L17.03.02 During pregnancy leave and/or parental leave, the Employer shall continue to pay its share of the benefit premiums, provided the carrier permits.

L17.04 The Employer will supply the teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to the commencement of the leave. Such statement shall include all amounts owing to the teacher or due to the Employer and shall be provided one (1) month in advance of the leave.

L17.05 **Parental Leave Supplementary Employment Benefits (SEB)**

L17.05.01 The Employer shall provide for teachers on parental leave a supplementary employment benefits plan providing for payment of 90% of salary for the waiting period for E.I. benefits, provided that the waiting period falls within the school year. This plan shall be approved by *Human Resources & Skills Development Canada*.

L17.05.02 Teachers do not have a right to SEB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.

L17.05.03 The teacher must provide the Employer with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

L17.05.04 A teacher disentitled to or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it

has been verified that the teacher has applied for and is in receipt of E.I. benefits.

L17.05.05 The waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. A teacher who is not required to serve a waiting period before E.I. benefits commence shall not be eligible to receive a SEB payment.

L17.06 **Pregnancy Leave Supplementary Employment Benefit (SEB)**

L17.06.01 The Employer shall provide for permanent teachers and teachers hired to a term position, a SEB plan to top up their E.I. benefits. The teacher who is eligible for such leave shall receive 100% salary for 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 her regular gross pay.

L17.06.02 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

L17.06.03 The teacher must provide the Employer 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.

L17.06.04 Teachers not eligible for E.I. 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.

L17.06.05 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.

L17.06.06 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.

L17.06.07 If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.

L17.06.08 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

L17.06.09 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.

L17.07 Any teacher who is granted Pregnancy Leave or Parental Leave shall receive all monies owing on the pay date after the commencement of the leave.

L17.08 Upon return from a pregnancy and/or parental leave, a teacher will be returned to the school in which the teacher was employed immediately prior to the commencement of the leave, subject to Article L24.

Where the teacher held a position of responsibility, it shall be returned to the teacher if the teacher returns to the school prior to the end of the term of the position of responsibility and provided that the position still exists.

ARTICLE L18 INFANT CARE LEAVE

L18.01 A teacher who has been with the Employer for at least ten (10) teaching months and who will be absent to become a parent shall, upon appropriate application, be granted an unpaid Infant Care Leave of absence.

L18.02 Infant Care Leave shall commence immediately following the last day of Parental Leave.

L18.02.01 Arrangements for Infant Care Leave shall be made with the Superintendent of Human Resource Services or designate.

L18.02.02 Unless otherwise specified by the Superintendent of Human Resource Services or designate, each leave granted under Article L18 shall not exceed twenty-four (24) months in duration. In the case of a teacher extending a Pregnancy, Parental and/or Infant Care Leave, the Pregnancy and/or Parental Leave shall constitute part of a total of thirty-six (36) months. Where both parents are covered by this Collective Agreement, only one parent shall be eligible for Infant Care Leave.

L18.02.03 A teacher may give three (3) months notice (i.e., prior to the expected date of commencement of the leave) of the intent to ask for Infant Care Leave. For adoption, a minimum of two (2) weeks notice shall be given.

L18.02.04 The teacher on Infant Care Leave must contact the Superintendent of Human Resource Services or designate in writing two (2) months, exclusive of July and August, before the expiry date of the leave in order to discuss placement of the teacher on the teacher's return to the job.

- L18.03 If the teacher does not return to work at the expiration of the leave, the teacher shall be considered to have resigned unless the child or teacher is ill as certified by a medical practitioner.
- L18.04 Continuation of benefits will be subject to the Central Agreement.
- L18.05 The Employer will supply the teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to commencement of the leave. Such statement shall include all amounts owing to the teacher or due to the Employer and shall be provided one (1) month in advance of the leave.
- L18.06 Any teacher who is granted Infant Care Leave shall receive all monies owing on the next regular pay date after the last teaching day.

ARTICLE L19 BIRTH OF A CHILD LEAVE

- L19.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a non birth parent to attend the birth of their child and for immediate after delivery care and support.

ARTICLE L20 ADOPTION LEAVE

- L20.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a parent or parents to receive a child through adoption and for immediate care and support.

ARTICLE L21 CONCURRENT LEAVES

- L21.01 A teacher on any of the leaves described in Articles L15 to L20 is not eligible for any concurrent leave.

ARTICLE L22 RETURN FROM A LEAVE

- L22.01 Upon return from a leave, a teacher shall be returned to the school in which the teacher was employed immediately prior to the commencement of the leave, subject to Article L24.
- L22.02 Where the teacher held a School Leadership Position, it shall be returned to the teacher if the teacher returns to the school prior to the end of the term of the School Leadership Position and provided that the position still exists.
- L22.03 Unless otherwise stated, during the leave no salary shall be paid and no experience shall be accumulated for salary purposes.

L22.04 Unless otherwise stated, upon return from a leave, a teacher shall be placed on the salary schedule in accordance with the qualifications and experience possessed at the time the leave began.

ARTICLE L23 STAFFING FOR SECONDARY SCHOOLS

L23.01 Generation of FTE Staff

L23.01.01 For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the Employer shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

L23.01.02 The FTE Guidance and Library teachers for the system shall be at least the minimum provided within the Ministry of Education funding for Guidance and Library (as amended), currently 3.7 FTE per 1000 ADE.

L23.01.03 The FTE for Special Education Resource teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for these programs and services.

L23.01.04 The Employer may hire additional teachers to perform duties in respect to secondary schools and secondary school programs based on the availability of ISA 4, third party funding, or other specifically targeted funding.

L23.01.05 Notwithstanding Articles L23.01.01 to L23.01.03, the Employer may hire additional teachers to perform duties in respect to secondary schools and secondary school programs.

L23.01.06 Dual Credit

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.

L23.02 System Staffing Committee

L23.02.01 The System Staffing Committee shall comprise of representation from the Board and District 14, TBU OSSTF as follows:

- the President or designate of the Bargaining Unit;
- two (2) other representatives of District 14, TBU OSSTF; and
- three (3) representatives of administration.

L23.02.02 The System Staffing Committee shall be established each year and maintained from year to year to review the calculation of secondary staffing generated by Articles L23.01.01 to L23.01.05, based on the projected enrolment, as determined by administration.

L23.02.03 The System Staffing Committee will:

- issue to schools, on or before April 30, the projected number of FTE classroom and non-classroom teachers generated by the funding formula;
- receive and review School Plans for compliance on or before May 15;
- convene meetings on or before May 30 of the System Staffing Committee, and other resource staff as required pursuant to Articles L24.04.02 to 24.05.
- receive and review School Timetables for compliance on or before June 15th. The Principal and an OSSTF representative from the School Staffing Committee will present the School Timetable to the System Staffing Committee; and
- review school leadership plans in accordance with criteria and parameters for school leadership structure as established under Article L12.

L23.02.04 The System Staffing Committee will meet as required during the spring staffing process and at least twice during the following school year for the purpose of reviewing the changes in enrolment and any necessary revisions of allocations to schools.

L23.03 **School Staffing Committees**

L23.03.01 The School Staffing Committee shall be established for each school by February 28 annually and maintained from year to year.

L23.03.02 The School Staffing Committee shall be comprised of the following school personnel:

- two (2) school administrators;
- two (2) OSSTF representatives: the School Branch President or designate, and the School Protective Services Committee Representative or designate

L23.03.03 It is understood that the Principal is responsible for the school organization and assignment of staff.

L23.04 **Information Required by the School Staffing Committee**

The School Staffing Committee shall:

- gather teacher preferences for teaching assignments (including half-credit courses) by March 31 and may consider recommendations for timetable organization from teachers and those in leadership positions. Consideration should be given to teacher preference and the number of multi-grade and/or multi-stream assignments;
- have access to information on the school's allocation of classroom and non-classroom teachers, student course requests, program requirements, staff qualifications and seniority, and surplus to the school declarations, as required to participate in the cooperative discussion on the proposed organization and staff assignment; and
- respect the confidentiality of personal information.

L23.05 **Development of the School Plan**

L23.05.01 The School Staffing Committee shall work collaboratively to develop the School Plan based upon the allocated staff, the curriculum needs of the students and the school, and the general principles for staff assignment as delineated in Article L24.

L23.05.02 The School Plan shall contain:

- section allocation by course and department/curriculum area;
- average class size by course and department/curriculum area;
- teacher assignment by department/curriculum area;
- teacher assignment in non-classroom areas; and
- areas of concern and special considerations including courses that might be offered outside the regular timetable.

L23.05.03 The School Staffing Committee shall:

- prepare the Preliminary School Plan for submission to the System Staffing Committee by May 15;
- meet as required to review the development of the timetable and to review the completed timetable before presentation to the System Staffing Committee;

- meet before the end of June to review the Final School Plan to be submitted to the System Staffing Committee by the Principal, or designate, by the end of the first week of July; and
- report to the entire school staff as appropriate.

L23.05.04 The Final School Plan shall contain:

- section allocation by course and department/curriculum area;
- teacher assignment by course and department/curriculum area;
- teacher assignment in non-classroom areas;
- individual teacher class sizes; and
- teacher timetables.

L23.06 The School Staffing Committee shall meet at the beginning of each semester and on at least one other occasion per semester, to review and monitor:

- class sizes;
- changes in staffing and timetabling; and
- the assignment of supervisions and on-calls where applicable.

L23.07 The School Staffing Committee through the Superintendent Responsible for Secondary Staffing will report the class sizes as of the third Friday in September to the System Staffing Committee for review by October 15 (using the most current data) for Semester I. This review process will be repeated by February 28 based on the third Friday in February statistics for Semester II.

The application of this Article may result in re-timetabling, cancellation of under enrolled classes, and/or other re-organizations as deemed appropriate.

L23.08 The dates in this Article may be altered, as required in a particular year, with the mutual consent of the parties.

ARTICLE L24 ASSIGNMENT OF STAFF TO SCHOOLS

For the duration of this Collective Agreement, the Letter of Understanding re: Staffing Processes shall supersede L24 Assignment of Staff to Schools.

L24.01 **General**

It is the purpose of this Article to establish the process by which staff will be assigned within each school; to be identified as surplus to the needs

of an individual school; transferred or reassigned to other schools; or released and placed on recall if necessary due to redundancy.

L24.01.01 For the purposes of this Article, “qualifications” shall be deemed to include evidence of successful teaching in other subject areas, obtained within the last five (5) years in accordance with the provisions of *Regulation 298*. Teachers shall be required to provide acceptable written confirmation of the subjects and courses successfully taught from a current or former principal or vice-principal.

Consideration shall also be given to assignment to a subject area by mutual consent in accordance with *Regulation 298*.

L24.01.02 The dates in this Article may be altered, as required in a particular year, with the mutual consent of the parties.

L24.02 **Seniority and Seniority Lists**

L24.02.01 Seniority shall be defined as the length of continuous service as an OSSTF teacher from the first day worked after last being hired by the Kawartha Pine Ridge District School Board or its predecessors.

L24.02.02 Seniority shall continue to accumulate and shall not be considered an interruption of continuous service for any teacher who is on approved absence including, but not limited to, Sick Leave, Teacher Self-Funded Leave, Educational Leave, Unpaid Leave, Federation Leave, Compassionate Leave, Pregnancy or Parental Leaves, Infant Care Leave, Long Term Disability and layoff with recall rights.

L24.02.03 Seniority lists will be established for teachers employed by the Employer. These lists will record the school, teacher, date of hire and the percentage of time worked. In addition, the list shall include the qualifications for a minimum of the 150 least senior teachers.

L24.02.04 Such seniority lists will be made available by February 28, to the TBU President of District 14, OSSTF, and Principals for posting in the schools. Teachers will have up to fourteen (14) days to submit corrections to the Superintendent of Human Resource Services or designate.

L24.02.05 Should a tie in rank ordering occur based on the first day of work the following criteria shall be used to break the tie:

- total years of secondary experience with the Employer and its predecessor Boards; THEN

- total years of teaching experience with the Employer and its predecessor Boards; THEN
- by lot conducted by a Superintendent or designate and the President of District 14, TBU OSSTF.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken

L24.03 **Determination of the Staff Assignment for the School**

L24.03.01 When enrolments and the number of staff have been established for the system, on or before April 15, the Director of Education or designate shall determine the total number of teachers for each school as determined by the Superintendent responsible for secondary staffing, and the change in the number of teachers from the previous year. The Director of Education or designate shall inform the Principals and the President of District 14, TBU OSSTF.

L24.03.02 The Director of Education or designate shall inform the Principals and the President of District 14, TBU OSSTF, before April 15 of the number of teachers possibly redundant to the system needs. The Director of Education or designate shall identify the possibly redundant teachers for the system from those with the least seniority in the system and inform the Principals and the President of District 14, TBU OSSTF

L24.03.03 **Principles of Assignment of School Staff**

In the assignment of staff at the school the following principles shall direct the planning:

- staff assignment shall be in accordance with the qualification requirements, as outlined in 24.01.01;
- all teachers currently on staff on March 1 and those confirmed by the Director of Education or designate as returning to teaching duties at the school shall be considered;
- staff shall have an opportunity to indicate preferred assignments;
- where qualifications are appropriate, seniority shall be the predominant factor in determining if there are excess staff for the needs of the school (i.e. teacher with least seniority shall be declared surplus). Where it is deemed that the curriculum needs of the school require the retention of a teacher with less seniority than a teacher declared surplus, the principal shall provide an explanation to the teacher to be declared surplus prior to the declaration of surplus;

- surplus declarations may be whole or partial, in blocks of not less than 50% of the teacher's FTE, in order to facilitate surplus placement in a school by Semester.
- surplus declarations are subject to review of the System Staffing Committee;
- the voluntary surplus declaration of a teacher in order to prevent the surplus declaration of another staff member, may be granted with the agreement of the principal and the System Staffing Committee;
- part-time teachers may increase the amount of teaching time in accordance with the provisions of this Collective Agreement;
- the provisions of this Collective Agreement.

L24.04 **Approval of Proposed School Organization and Staff Assignment**

L24.04.01 On or before April 30, each Principal and/or designate(s) and an OSSTF teacher of the School Staffing Committee shall submit the proposed School Plan, as described in Article L23.05, to the System Staffing Committee.

L24.04.02 From the review in Article L24.04.01 and on or before May 15 the Director of Education or designate shall convene a meeting of the System Staffing Committee, and other resource staff as required to:

- establish a list of potential surplus to each school;
- establish a list of potential staff needs to each school;
- review potential assignment of staff requesting transfer;
- establish a possible assignment of staff surplus to schools in available positions in the system according to seniority;
- revise the School Plan and/or proposed staff assignments at schools to accommodate the optimum placement of staff;
- determine if any staff, identified as potentially surplus, are essential to the operation of a school program and must be retained due to specialized requirements for a position which no other staff can fulfil.

L24.04.03 By May 15 each Principal in cooperation with the School Staffing Committee will submit the approved School Plan and proposed staff assignment to staff.

L24.04.04 All staff identified as surplus to school needs or who will have a change in percentage of assigned contract time shall be informed in writing by the Principal immediately following the presentation of information in Article L24.04.03.

L24.05 **Placement of Staff Surplus to Individual Schools**

L24.05.01 On or before May 15 the Director of Education or designate shall convene a meeting of the System Staffing Committee, and other resource staff as required to:

- determine the placement of staff surplus to individual school needs based on available vacancies at each school.
- confirm voluntary transfers of staff that can be accommodated;
- initiate Administrative transfers which occur as a part of the regular staffing process;
- confirm voluntary decreases and mandatory increases in FTE;
- confirm which, if any teachers are possibly redundant.

L24.05.02 In the placement of staff surplus to individual schools the following principles shall be used:

- qualifications for assignment, in accordance with 24.01.01;
- where qualifications are appropriate, seniority shall be the predominant factor;
- If possible, staff shall have an appropriate length of time (up to forty-eight (48) hours) after being offered a position to affirm their acceptance.

L24.05.03 In the event that a surplus teacher is not able to be placed into an open position, in accordance with 24.05.01, the Superintendent Responsible for System Staffing, in consultation with the System Staffing Committee, will continue to place the remaining surplus teachers in order of seniority.

In consultation with the System Staffing Committee, the Superintendent Responsible for System Staffing shall determine what, if any, preferred options may be available to find an assignment for the unplaced surplus teacher(s), subject to 24.01.01. Such preferred options may include, but not be limited to, changing available LTO sections to contract, re-timetabling, cancellation of under-enrolled classes, and other re-organizations as deemed appropriate.

L24.05.04 All positions remaining vacant after Article L24.05.02 shall be advertised within the system. External advertising shall begin only after no successful internal applicant was appointed except in instances of simultaneous advertising with the approval of the President, District 14, TBU OSSTF.

L24.05.05 When a teacher has been declared surplus to the requirements of a particular school and has accepted a transfer to another school, they

shall have first claim to any vacancy that occurs in their original school and for which they are qualified, up to June 15 of that year.

In addition, they shall have the right to return to their last school for the year following the year of transfer should a vacancy be available for which the teacher is qualified and provided that the teacher has requested a transfer under Article L24.08.

L24.05.06 In the filling of all vacant positions subsequent to April 30, possibly redundant and redundant teachers on the recall list must be offered, in order of seniority, any position for which they are qualified, in accordance with 24.01.01.

L24.05.07 Teachers who cannot be placed in teaching positions under the provisions of Article L24.05.06 shall be declared redundant and notified in writing by May 31.

L24.05.08 All redundant teachers shall have their names placed on a recall list and continue to be considered under Article L24.05.06 until:

- the teacher accepts a teaching position: OR
- the teacher refuses a third (3rd) position for which they are qualified; OR
- the teacher is not available to start within two (2) weeks of notice of recall; OR
- a period of ten (10) school years, whichever comes first.

Teachers who are eligible for recall shall file with the Employer their most recent address and telephone number. The Employer shall offer the recall by telephone and shall confirm the offer of recall by e-mail.

L24.05.09 Any teacher who is declared redundant shall receive a letter from the Senior Manager of Human Resource Services or designate stating that the teacher is a competent teacher who has been declared redundant.

L24.05.10 Teachers recalled according to the provision of Article L24.05.08, shall retain all rights and entitlements held at the time when they were declared redundant.

L24.05.11 **Group Benefit Plans**

Subject to eligibility requirements, a teacher whose name is on the recall list may participate in any of the Benefit Plans to which he/she belongs at the time that his/her name is placed on the recall list, provided that he/she pays the full premium in accordance with the pre-authorized debit plan as outlined in Article L16.04.

L24.06 **Retraining**

In the event the teacher elects to accept retraining for purposes of meeting the qualifications for an alternative teaching position with the Employer which shall be vacant on September 1 of the year in which the teacher is declared surplus, such teacher shall be assisted by a grant of \$500. The teacher shall elect to accept retraining by giving the Director of Education or designate notice in writing of his/her intention at any time after receiving a letter indicating he/she is surplus and prior to May 31 of that year agreeing to a course in retraining.

L24.07 **Vacancies**

L24.07.01 Where a known vacancy for a position occurs, the Employer shall post the vacancy on the employment opportunities section of the Board's website and on the Board's internal electronic communication system.

A vacancy shall be posted for at least five (5) instructional days before the deadline for application for the position.

Notwithstanding the foregoing, any initial vacancy that occurs during July and August shall be posted in the Board Office, the Federation Office, and on the employment opportunities section of the Board's website and on the internal email system for a period of three (3) business days.

L24.07.02 Notwithstanding Article L24.07.01, the Employer may post a known vacancy that results from Article L24.07.03, a summer posting, or a vacancy that becomes available after the fifth instructional day in February.

L24.07.03 Any known regular position available between the 5th instructional day in September and 31 January, which is filled by an internal applicant, will be filled at the time of posting but may have an effective start the first day of semester two.

L24.07.04 Any known regular position available between the 5th instructional day in February and 30th of June, which is filled by an internal applicant, will be filled at the time of posting but may have an effective start the first day of semester one for the beginning of the following September school year.

L24.07.05 A copy of each job posting shall be sent concurrently to the President of District 14, TBU OSSTF and work locations.

L24.07.06 Each posting will indicate the position, location, any requirements beyond basic qualifications and date and time of closing for applications.

L24.08 **Transfers**

L24.08.01 A voluntary transfer shall mean the relocation of a teacher from the place in which the teacher presently works to another place of work.

L24.08.02 A teacher may request a voluntary transfer for the following school year through Human Resource Services or designate before February 28. The Employer shall make reasonable efforts to accommodate requests for transfer.

L24.08.03 A teacher shall not be subject to an involuntary/administrative transfer other than in accordance with Article L24.08.04.

L24.08.04 When a teacher must be transferred from one position to another within the district, the teacher to be transferred shall be identified by mutual agreement of the teacher, principal and superintendent. Failing such agreement, the teacher to be transferred shall be identified by the Director of Education or designate. Any teacher so transferred who feels unfairly treated by this transfer may grieve this matter. The Employer will endeavour to ensure that a teacher so transferred shall not be forced to transfer again for a period of two (2) school years unless by mutual consent.

In effecting administrative transfers, in accordance with Article L24.05.01 or outside of the regular staffing process, unless otherwise agreed between the teacher and the Superintendent Responsible for Secondary Staffing, no transfer shall be made that exceeds a distance of fifty (50) kilometres from the current work location.

To the fullest extent possible, administrative transfers shall take effect for the beginning of a semester.

L24.09 **Changes to Full-time and Part-time Assignment**

L24.09.01 A full-time teacher who requests a part-time teaching assignment for the following school year shall notify the Human Resource Services designate in writing before February 28. Applications received after this date may be considered at the discretion of the Human Resource Services designate.

L24.09.02 Any part-time teacher who changed from a full-time to a part-time assignment with this Employer, or its predecessors, and who wishes to increase their FTE may exercise this option subject to Article L24, provided that they notifies the Superintendent of Human Resource Services in writing by February 28.

Any part-time teacher who voluntarily reduces their FTE and who wishes to increase their FTE up to and including their original FTE, may exercise this option, subject to Article L24, within five (5) years of the commencement of the reduced FTE assignment, provided that the teacher notified the Human Resource Services designate in writing by February 28.

L24.09.03 A part-time teacher who has completed the probationary period and who requests a full-time teaching assignment for the following school year shall notify the Human Resource Services designate in writing before February 28. They shall be offered a vacant full-time position for which they are qualified prior to a teacher being newly hired by the Employer.

L24.09.04 When vacancies occur for Semester 2, teachers who are working in the school where vacancies exist and who had requested an increase for the current year shall be offered the vacancy, or part thereof, prior to posting the vacancy, provided that the teacher is qualified in accordance with Article L24.07.05, and there are no outstanding Teacher Performance Appraisal or disciplinary issues.

L24.10 **Internal Teacher Trades**

Subject to the approval of the Superintendent responsible for Secondary Staffing, a teacher may apply to trade their assignment with another teacher from a different location. Trades must have the consent and input from the principals affected by the proposed trade.

L24.10.01 Teachers must submit their applications for an Internal Teacher Trade to Human Resource Services no later than February 28. Unless otherwise agreed, trades will be effective the start of the following school year.

L24.10.02 Notwithstanding the above, the approval of Internal Teacher Trades will be subject to confirmation that the teachers are not declared surplus or redundant from their current locations through the regular staffing process.

ARTICLE L25 ALTERNATIVE EDUCATION SITES

The following Articles are exceptions to other Articles in the Collective Agreement and only apply to Alternative Education Sites.

L25.01 There shall be three alternative education sites, one each in Clarington, Northumberland, and Peterborough. The Employer may, at its discretion, increase or decrease the number of site locations based on student needs/program requirements and funding. The Employer agrees to inform the District 14, TBU OSSTF prior to doing so.

L25.02 The Employer shall staff alternative education sites as directed by the Ministry of Education.

When enrolment on October 31 exceeds projections and requires additional staff, such teacher(s) shall be provided as soon as possible.

L25.03 When enrolment projections have been completed for the alternative education sites, every attempt will be made to retain staff at the site currently employed subject to program needs. After program requirements are met at each site, teachers with the least seniority who cannot be accommodated in the alternative education system will be declared surplus in accordance with Article L24.

L25.04 Notwithstanding 25.01, the alternative education sites in Clarington, Northumberland, and Peterborough will be staffed in accordance with Articles L23.02 – L23.08 and L24.

L25.05 Every effort will be made to retain staff at the site to which they have been assigned in September for the school year. Notwithstanding, where enrolment shifts occur during the year and upon review by the System Staffing Committee, staff may be reassigned by mutual consent to another alternative education site to balance loads. In the event mutual consent is not achieved, the Employer reserves the right to reassign staff to meet student needs. Such reassignment will only occur at the start of a Semester.

L25.06 **Alternative Education Site Program Head**

Each alternative education site shall have a Site Program Head for a term of three (3) years. Alternative Education Site Program Heads will be allocated an allowance equivalent to the remuneration outlined in the School Leadership model.

L25.07 **Working Conditions for Alternative Education Site Teachers**

L25.07.01 Teachers will be scheduled for assignment in accordance with Articles L9.01 and L9.14. Notwithstanding maxima Additional Professional Duties set out in Articles L9.01 and L9.14, teachers may be assigned up to an equivalent amount of time which would normally have been associated with such duties.

L25.07.02 Recognizing the need for flexibility within the alternative education sites, alternate daily schedules may be proposed to the System Staffing Committee, and must include:

- a 40 minute uninterrupted lunch;

- an identifiable 75 minute period of unassigned time as per Article L9 that cannot be split into more than 2 blocks; and
- only three 75 minute blocks of instruction.

L25.07.03 When a new method of program delivery is proposed for an alternative education site that is outside of the usual delivery methods of the site, the System Staffing Committee shall be consulted.

L25.08 Teachers other than occasional teachers and continuing education teachers shall be paid on grid.

ARTICLE L26 CARE, TREATMENT, CUSTODY AND CORRECTIONAL PROGRAMS (CTCC)

L26.01 The following Articles apply only to CTCC Programs.

L26.02 The System Staffing Committee shall receive a list of the CTCC Programs on an annual basis before the Spring Staffing Process.

L26.03 As per Article L9.05 and L9.07, teachers in CTCC Programs shall have 75 minutes of unassigned time, and a 40 minute uninterrupted lunch. Lunch shall be part of a daily schedule. Unassigned time can be flexible during the day, with agreement of the CTCC Program Teacher.

L26.04 Notwithstanding maxima Additional Professional Duties set out in Articles L9.01 and L9.14, teachers may be assigned up to an equivalent amount of time which would normally have been associated with such duties within the CTCC Program.

L26.05 CTCC Programs shall be assigned to a school for the purposes of staffing as per Article L24. Teachers of CTCC Programs shall be included in all school correspondence.

L26.06 Should a CTCC Program be moved and attached to a different regular secondary school site, the current CTCC teacher of that program shall have first rights to move with the Program.

ARTICLE L27 ACTING ADMINISTRATORS

L27.01 For absences of ten (10) consecutive school days or less, a consenting teacher may be appointed as a teacher-in-charge. The teacher who agrees to such a position shall be paid an allowance of \$50 for each full day of replacement.

L27.02 For absences of eleven (11) consecutive school days or more, the teacher who agrees to such a position shall be paid according to the applicable minimum salary that applies for principals and vice-principals. For the

duration of the appointment, any teacher accepting such a position will not be removed from the Bargaining Unit for the purposes of seniority and benefits.

The appointment of an Acting Administrator to support an absent principal/vice-principal shall be communicated to all school staff at the time of the appointment via the school's regular method of communication.

Any teacher acting as a temporary principal, vice-principal or teacher-in-charge shall not discipline or evaluate the performance of any other teacher.

The Employer shall provide written notice to the President of District 14, TBU OSSTF of any teacher serving in an Acting Administrator capacity.

L27.03 The teacher shall be entitled to return to the Bargaining Unit to the teacher's former position, subject to the provisions of Article L22, provided that the teacher's term as acting principal or vice-principal does not exceed 194 consecutive working days. It is understood that should the appointment commence in second semester and continue into the first semester of the subsequent school year, that the summer break shall not constitute a break in the consecutive days, but only days worked during the summer break will be accrued against the maximum of 194 days.

L27.04 A teacher returning to the Bargaining Unit under Article L27.03 shall have reinstated all accumulated seniority from the Bargaining Unit up to the date of commencement of the acting principal/vice-principal position.

L27.05 The teaching position vacancy resulting from the appointment of an acting principal/vice-principal shall be filled by a teacher or an occasional teacher in accordance with the *Education Act and Regulations* and the provisions of this Collective Agreement.

ARTICLE L28 HEALTH AND SAFETY

L28.01 The employer agrees to abide by the *Occupational Health and Safety Act*. Any alleged violation of the *Act* shall be dealt with pursuant to the enforcement mechanisms outlined in the *Act*.

L28.02 Teachers on the School Site Inspection Committee will be entitled to participate in monthly inspections during normal working hours in accordance with the provisions with the *Occupational Health and Safety Act*. Such time may be during the teacher's scheduled time free from assigned duties. In such a case, there will be a reduction to that teacher's additional assigned duties up to a maximum of twenty (20) on-calls or equivalent supervision time per school.

L28.03 **Safety Footwear**

It is understood that safety shoes will be worn as a condition of employment for teachers assigned to teach construction, manufacturing, transportation and welding.

The Employer will reimburse all employees who have completed their probationary period up to \$140 for the purchase of C.S.A. approved safety footwear once per school year, provided that the employee provides proof of purchase.

ARTICLE L29 CONTINUING EDUCATION TEACHERS

L29.01 It is the desire of both parties to specify within this Article the entitlement to salary, allowances and other mutually agreed items for continuing education teachers, as that term is defined by the *Education Act*, as amended, while employed by the Employer to teach one or more secondary school credits or non-streamed equivalent credits, excluding credits taught in Section 23 or C.I.S. programs.

No other provisions of the Collective Agreement between the parties shall apply to continuing education teachers unless specifically referred to below:

- Article L2 - Recognition
- Article L3 - Rights and Responsibilities
- Article L4 - Duration & Renewal
- Article L5.08 - Union Dues
- Article L30 - Grievance Procedure

L29.02 **Pregnancy/Parental/Adoption Leave**

Pregnancy/Parental/Adoption Leave without pay for continuing education teachers shall be in accordance with the terms of the *Employment Standards Act*.

L29.03 **Bereavement/Illness**

A continuing education teacher shall be entitled to leave of absence with pay for a maximum of two (2) days in each contract term for:

- bereavement as defined in Article L15.01; or
- illness (may be requested to furnish a certificate to that effect from the attending physician); or
- for any other leave that is approved by the Director of Education, or designate.

Such days shall not accumulate beyond the end of the contract term. Replacement teachers shall be provided and paid for by the Employer.

L29.04 **Compensation**

L29.04.01 **Correspondence Courses**

Per Lesson Rate

Effective Date	Grade 9 / 10	Grade 11 / 12
1 September 2019	\$12.72	\$15.88
1 September 2020	\$12.84	\$16.04
1 September 2021	\$12.97	\$16.20

The lesson rate will be paid for marking exams.

L29.04.02 **Summer School and Night School**

Effective Date	Hourly Rate
1 September 2019	\$43.15
1 September 2020	\$43.58
1 September 2021	\$44.02

L29.04.03 The above rates are deemed to include Vacation and Statutory Holiday Pay.

L29.05 **Right of Return/Recall**

When hiring teachers to teach credit courses or non-streamed equivalent credit courses in the Night School and Summer School programs, the Employer shall give priority to teachers in the following sequence:

- a) Teachers whose names appear on the recall list, THEN
- b) Any teachers from the preceding program who are currently members of District 14, TBU OSSTF, THEN
- c) Teachers currently employed by the Employer.

L29.06 **Seniority List**

A separate seniority list shall be established for summer school teachers teaching credit courses, or non-streamed equivalent credits, for service commencing July 1, 1999. Teachers shall be removed from the list if they have not taught at summer school for two (2) consecutive years unless on an approved leave. A copy of the summer school seniority list will be made available to District 14, TBU OSSTF by the last working day in November each year.

ARTICLE L30 GRIEVANCE PROCEDURE

L30.01 **Definitions**

- a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) A "party" shall be defined as:
 - i. District 14, TBU OSSTF;
 - ii. The Employer.
- c) "days" shall mean regular work days unless otherwise indicated.

L30.02 A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage in this Grievance and Arbitration Procedure.

L30.03 **Procedure**

Informal Stage:

Any dispute to be recognized as a grievance must first be discussed by the teacher with the principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, District 14, TBU OSSTF may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One:

District 14, TBU OSSTF may initiate a written grievance with the Superintendent of Human Resource Services, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii. a statement of the facts to support the grievance; AND
- iii. the relief sought; AND
- iv. the signature of the duly authorized official of District 14, TBU OSSTF.

Step Two:

If no settlement is reached at Step One, District 14, TBU OSSTF, may within ten (10) days of receipt of the written reply of the Superintendent of Human Resource Services or designate, refer the matter to the Employer. The Employer shall meet with the OSSTF's Grievance Committee within ten (10) days of receipt of the written request of District 14, TBU OSSTF to discuss and endeavour to solve the problem.

The Employer shall answer the grievance in writing within ten (10) days of the meeting.

L30.04 If the reply of the Employer is unacceptable to District 14, TBU OSSTF, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

L30.05 **Policy and Group Grievance**

District 14, TBU OSSTF has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement.

The Employer has the right to file a policy grievance.

Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that an Employer grievance shall be filed with the President of District 14, TBU OSSTF and at Step Two, the Employer shall present its grievance to District 14, TBU OSSTF's Grievance Committee.

L30.06

Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an arbitrator within the ten (10) days of written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon request of either party.

Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Board of Arbitration. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Appointee, or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

A grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

The single Arbitrator or Board of Arbitration shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Employer affected by it. The decision of a majority is the decision of the Board of Arbitration, but, if there is not a majority, the decision of the Chair governs.

The single arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

The single arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

L30.07

Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L30.08 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Collective Agreement.

L30.09 Should the processing or investigation of a grievance require that a grievor or District 14, TBU OSSTF representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Superintendent of Human Resource Services or designate.

L30.10 **Cost of Arbitration**

The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Other costs incurred by each party shall be the responsibility of that party.

L30.11 **Grievance Mediation**

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

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

The fees for the mediator shall be shared equally by the Parties.

ARTICLE L31 LABOUR MANAGEMENT DISCUSSIONS

L31.01 The Employer and District 14, TBU OSSTF agree that labour management issues can be discussed at regularly scheduled System Staffing Committee meetings. It is understood that the Employer will incur no extra cost than currently exist with the System Staffing Committee.

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Secondary School E-Learning



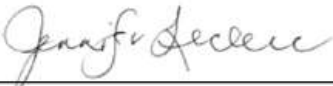
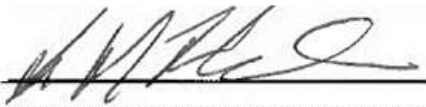
The Employer and the Union agree to the following provisions for implementing a delivery model for secondary program electronically through E-Learning:

1. The Employer agrees to inform the Union prior to implementing new electronic and distance education delivery of secondary school credits in a school.
2. Students enrolled in E-Learning courses as part of their regular day school program will be recorded in either the full time or part-time day school enrolment register of the home board in the same manner as classroom delivered courses (as opposed to the Independent Study Register of the delivering board). (Ministry of Education 2007: SB19)
3. Credit courses offered by electronically delivered curriculum will be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.
4. For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-Learning class size regulations or 30 in the absence of such regulations.
5. No E-Learning credit course shall exceed 35 students.
6. All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks to the home school of the student for students taking E-Learning credit courses will be the responsibility of the teacher assigned to the E-Learning course. Teachers assigned to an E-Learning course will

provide guidance and support to students during the orientation period of the E-Learning course.

7. All E-Learning courses offered through the day school program will be scheduled as part of the teacher's timetable.
8. A teacher teaching an E-Learning course(s) will be assigned a work station/work area in the teacher's secondary school with the necessary resources for teaching an on-line course.
9. A teacher teaching an E-Learning course(s) will correspond with students only through a Board server using software provided by the Employer. The teacher will not use their personal email in any aspect of the delivery of the E-Learning program.
10. A teacher teaching an E-Learning course(s) will report to KPRDSB school board personnel only and will be evaluated only by the principal or vice-principal and/or supervisory officers employed by the Employer.
11. For purposes of staffing and surplus declaration, a teacher assigned to teach an E-Learning credit course(s) will be included in the staff complement of the secondary school which is the work location of the teacher, subject to the staffing provisions of the Collective Agreement.
12. All job postings for E-Learning credit courses will be posted in accordance with Article L24.07 of the Collective Agreement.
13. In the event there are changes to the *Education Act* with respect to Provincial guidelines, funding or protocols, the Employer and the Union agree to meet and review how such required changes will be implemented.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Employee hired under a Letter of Permission

An employee hired under a Letter of Permission pursuant to *Regulation 142* made under the *Education Act* shall be subject to all the provisions of said regulation. For clarification, the Parties understand the following:

1. Other than prescribed in regulation, applications from an unqualified teacher shall not be considered until eligibility requirements have been met under a Letter of Permission.
2. Employees teaching under a Letter of Permission are only eligible to teach the courses for which the Employer has applied for permission.
3. Employees hired to teach under a Letter of Permission will not be subject to the provisions of Article L24 of the Collective Agreement during the term of the assignment.
4. Employees hired to teach under a Letter of Permission shall not exceed one (1) school year (September to June). It is understood that the employee teaching under a Letter of Permission shall not be included in the staffing process for the following school year.
5. During the annual staffing process, the System Staffing Committee shall ensure that all teachers identified as not having a position shall be notified.
6. Unless otherwise prescribed in this Letter of Understanding, all provisions of the Collective Agreement will apply to employees teaching under a Letter of Permission.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Teacher Transfer and Placement Due to School Opening or Closure

WHEREAS the Employer and the Union recognize that it may be necessary for the Employer to consider opening, consolidating or closing secondary schools, therefore the following protocols are agreed to in principle.

Staffing Protocol for New School Opening

The intent is to facilitate staffing of the new school by establishing a leadership team and accommodating staff transfer and/or hiring to meet programming needs. Staff transfer and placement is also intended to accommodate potential staffing needs reductions at schools where enrolment is impacted by shifting student enrolment to the new school. Staffing for the new school shall be accomplished without compromising existing Collective Agreement provisions and entitlements.

Step 1 Leadership positions as per the current School Leadership structure shall be posted at such time as is appropriate to establish a leadership team for planning for the new school opening and subsequently upon opening. Such leaders shall be paid an allowance equivalent to a Level 3 Position of Responsibility (POR) for the semester prior to opening. Funding for such allowance shall be separate and in addition to the System POR funding for the year previous to the opening.

Step 2 The superintendent responsible for secondary staffing shall establish a projection of student enrolment at the new school and projection(s) for enrolment decline at affected existing school(s). From this projection a list of vacancy needs at the new school shall be established and a list of potentially surplus teachers at existing affected schools shall be created.

Step 3 Staff at the affected existing schools shall be afforded the opportunity to submit a Conditional Transfer Request which will indicate their preference to transfer to the new school only if identified as surplus to their current school.

- Step 4** A meeting of System Staffing, which will include the administration team for the new school, will be held subsequent to the February 28 deadline for submitting transfer/status change requests. Unconditional requests for transfer to the new school shall be accommodated only so far as the most senior qualified identified surplus teacher on the seniority list. These teachers and their respective principals shall be notified as soon as possible following placement.
- Step 5** Schools shall make adjustments to their surplus identifications and vacancy needs as normal in preparation for the regular spring or annual placement meeting.
- Step 6** The spring or annual placement meeting will proceed as usual to consider the System Staffing of all schools and teacher requests / needs.
- Step 7** Any remaining vacancies at schools, including the new school shall subsequently be posted and filled as per existing Collective Agreement provisions.

Staffing Protocol for School Closure or Consolidation

In the event that a secondary school is to be closed, an announcement of such closure shall be made by the Employer in accordance with Board Policy.

The general principle is that teachers will follow students to their new schools in consideration of their seniority subject to program needs and teacher qualifications.

No teacher shall suffer job loss strictly as a result of school closure. However, redundancy may occur and shall be dealt with according to Article L24 of the Collective Agreement.

Teachers with School Leadership Positions

Teachers holding school leadership positions in the closing school shall be entitled to apply for other leadership positions. The responsibility allowance for teachers of the closing school will be maintained for the balance of the term of appointment (i.e. red-circled). Any dollars used to maintain a teacher's responsibility allowance shall be deducted from the overall "School Leadership Allowance" budget prior to allocating the balance of the budget line in accordance with Article L12. Where a teacher accepts another school leadership position, they shall cease to be entitled to further allowance from the previous school.

Scenario 1 - School Consolidation

Two schools are combined into a single existing or new facility and creating a unified boundary.

The intent is to integrate the staff prior to the normal staffing process so that teachers are staffed according to seniority and qualifications. That is, no staffing decisions should be

based in whole or in part on which former school a teacher was teaching at. Nothing in this process shall limit or negate entitlement to other staffing provisions in the Collective Agreement such as requests for leave, transfer and/or change in FTE status. The following steps are to be completed prior to the staff placement meeting as per Article L24.05.

- Step 1** A School Staffing Committee will be established consisting of:
- i) the Superintendent of Education: Student Achievement;
 - ii) the Principals and Vice-Principals of the two schools;
 - iii) two (2) staff representatives of each school as determined by the President of the District 14 Teacher Bargaining Unit; AND
 - iv) two (2) teachers of the District 14 Teacher Bargaining Unit Executive.

Step 2 The Principal in consultation with the School Staffing Committee, and in consultation with the teachers of the schools, will develop a School Staffing List merging the two school staff lists and showing teachers' seniority, qualifications, subject preferences and other related information for each teacher.

Step 3 The Principal in consultation with the School Staffing Committee will project program needs and the Superintendent of Schools shall determine the FTE Allocation based on enrolment projections, student option sheets and other relevant information.

Step 4 Where FTE Allocation to the school exceeds the FTE entitlement of staff, there shall be no surplus declaration except where a teacher elects to exercise a voluntary declaration of surplus. Where the FTE Allocation does not exceed the FTE entitlement of staff, the School Staffing Committee shall identify potentially surplus teachers. Potentially surplus teachers shall be identified in accordance with Article L24.

Step 5 The Principal in consultation with the School Staffing Committee shall establish a School Plan as per Article L23. Where there is a single school position (e.g. Library, Position of Responsibility, etc.) the incumbent with the greatest seniority and the required qualifications shall have first right of refusal for the position. Every reasonable effort shall be made to establish fair and equitable teaching assignments.

Step 6 Subsequent to developing the School Plan, the provisions of Article L23 shall apply.

Should circumstances or situations arise that cannot be addressed by the above, they shall be referred to the System Staffing Committee for

resolution and determination. Where agreement cannot be reached, the issues may be referred to the Grievance/Arbitration procedure. An arbitration decision must be consistent with this Memorandum of Understanding and the provisions of the Collective Agreement.

Scenario 2 - School Closure

A school is to be closed and school boundaries re-aligned so that there are two or more receiving schools.

The intent is to accommodate teachers from the closing school in order of seniority and qualifications. That is, no staffing decisions should be based in whole or in part on which former school a teacher was teaching. It is understood that less senior teachers at the receiving schools may be identified as surplus as a result of the following process. Nothing in this process shall limit or negate entitlement to other staffing provisions in the Collective Agreement such as requests for leave, transfer and/or change in FTE status. The following steps shall be completed prior to the staffing placement meeting as per Article L24.05.

- Step 1** A Staff Placement Committee will be established consisting of:
- i) the Superintendent(s) of Schools;
 - ii) the Principals of the schools;
 - iii) two (2) staff representatives of each school affected as determined by the President of the District 14 Teacher Bargaining Unit; AND
 - iv) two (2) teachers of the District 14 Teacher Bargaining Unit Executive.
- Step 2** The Committee will receive from the Superintendent of Education: Student Achievement information detailing the number of students scheduled to attend each receiving school and the placement of special programs.
- Step 3** The Principal in consultation with the Committee will project the program needs and staffing FTE for the receiving schools determined by a student program selection survey and/or option sheets in the receiving schools and the feeder schools.
- Step 4** The Principal in consultation with the Committee, in consultation with the teachers concerned, 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.
- Step 5** 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 across all the involved schools will be identified as potentially surplus

in accordance with Article L24. Teachers shall have the right to self-identify as surplus.

Step 6 The Principal in consultation with the Staff Placement Committee shall then, in order of seniority and subject to qualifications, determine a school placement at the receiving schools until all teachers not identified as surplus have been placed. The Principal and the Committee shall also consider transfer requests that may be accommodated that would facilitate placement.



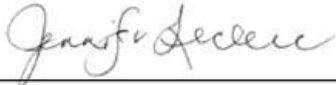

Step 7 Following school placement of staff, the Principal in consultation with school staffing committees shall establish a school plan as per Article L23.05 in the Collective Agreement. All staff assigned to the school shall be fairly and equitably considered in developing a school plan and determining teaching assignments.

Step 8 Teachers identified as potentially surplus shall have first right of recall as per Article L24, at the receiving schools up to the staff placement meeting as per Article L24. Thereafter, they shall have the same rights of recall as per Article L24.

Unique or Unforeseen Circumstances

Should circumstances or situations arise that cannot be addressed by the above, they shall be referred to the System Staffing Committee for resolution and determination. 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.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Redundant Teachers’ Entitlements

Whereas the Employer and the Union are party to a Collective Agreement for the period September 1, 2019, to August 31, 2022, and;

Whereas the current Collective Agreement provides for Redundant teachers’ entitlements in accordance with Article L24 and;

The parties agree to the following provisions regarding Redundant teachers’ entitlements, to be considered in addition to those entitlements contained within Article L24 or elsewhere in the Collective Agreement.



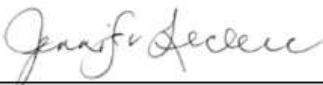
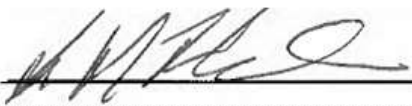
This agreement will be in effect for all teachers declared Redundant, regardless of their declaration date.

Redundant Teacher Entitlements

NTIP

- Subject to Ministry regulation and/or directive, all Redundant Teachers currently in any stage of the NTIP process will be able to continue their NTIP process after being recalled, and not have to begin the NTIP process again.
- The continuation of the NTIP process shall occur regardless of the school at which an NTIP teacher is placed.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And



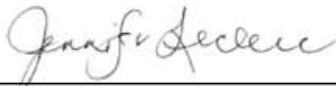
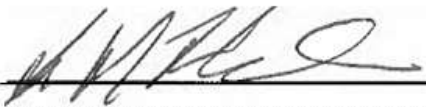
The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Video Conferencing Education

The Employer and the Union agree to the following provisions regarding the delivery model for secondary program through Video Conferencing:

1. The Employer agrees to inform the Union prior to implementing Video Conferencing delivery of any secondary school credits between schools.
2. Workload and implementation issues will be brought to the System Staffing Committee.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

**The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit
(The “Union”)**

Re: Brookside

Whereas the Employer and the Union are party to a Collective Agreement for the period of September 1, 2019, to August 31, 2022, and;

Whereas the current Collective Agreement provides for CTCC programs in Article L26.

The parties agree to the following provisions regarding Brookside program teachers, to be considered in addition to those entitlements contained within Article L26 or elsewhere in the Collective Agreement. This agreement will be in effect for all Brookside program teachers.

Brookside Program Teachers



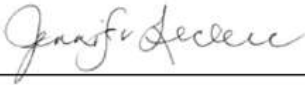
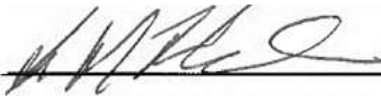
Class Size

- The maximum academic class size shall not exceed eight (8) pupils per teacher per period.
- The maximum technical class size shall not exceed six (6) pupils per teacher per period.
- Notwithstanding the above, staffing may be subject to change as determined by the Ministry of Education.

Structure

- Should there be significant changes to the enrolment, structure, or funding of the Brookside program, the System Staffing Committee shall meet to discuss the staffing implications of those changes.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Combined Classes

Whereas the Employer and the Union are party to a Collective Agreement for the period September 1, 2019, to August 31, 2022, and;



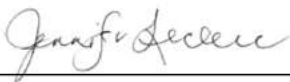

Whereas the current Collective Agreement outlines Working Conditions according to Article L9, and;

Whereas both parties recognize that limiting multi-stream and/or multi-grade classes would be preferred; however, this may not always be possible considering the programming needs of students.

The parties agree, effective September 1st, 2016:

- In schools where student enrolment is greater than 500, the Employer and School Staffing Committees will endeavour to limit the number of multi-stream and/or multi-grade classes.
- By May 15th, the School Staffing Committee shall examine a list of each proposed combined class, and provide the list to the System Staffing Committee for review.
- These provisions shall not apply to Alternative Education Schools/Sites, LLS classes, Credit Recovery, Alternative Education courses, Technological Education courses, Co-op, Arts courses, E-Learning, Indigenous Studies, French.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Staffing Processes

Whereas the current Collective Agreement outlines Assignment of Staff to Schools in Article L24, and;

Whereas the Employer and the Union agree to the following provisions for staffing that will supersede the language outlined in Article L24 Assignment of Staff to Schools.

ARTICLE L24 ASSIGNMENT OF STAFF TO SCHOOLS

L24.01 **General**

It is the purpose of this Article to establish the process by which teachers will be assigned within each school; to be identified as surplus to the needs of an individual school; transferred or reassigned to other schools; or released and placed on recall if necessary due to redundancy.

L24.01.01 For the purposes of this Article, “qualifications” shall be deemed to include evidence of successful teaching in other subject areas, obtained within the last five (5) years in accordance with the provisions of *Regulation 298*. Teachers shall be required to provide acceptable written confirmation of the subjects and courses successfully taught from a current or former principal or vice-principal.

Consideration shall also be given to assignment to a subject area by mutual consent in accordance with *Regulation 298*.

L24.01.02 The dates in this Article may be altered, as required in a particular year, with the mutual consent of the parties.

L24.02 **Seniority and Seniority Lists**

L24.02.01 Seniority shall be defined as the length of continuous service as an OSSTF teacher from the first day worked after last being hired by the Kawartha Pine Ridge District School Board or its predecessors.

L24.02.02 Seniority shall continue to accumulate and shall not be considered an interruption of continuous service for any teacher who is on approved absence including, but not limited to: Sick Leave, Teacher Self-Funded Leave, Educational Leave, Unpaid Leave, Federation Leave, Compassionate Leave, Pregnancy or Parental Leaves, Infant Care Leave, Long Term Disability and layoff with recall rights.

L24.02.03 Seniority lists will be established for teachers employed by the Employer. These lists will record the school, teacher, date of hire and the percentage of time worked. In addition, the list shall include the qualifications for a minimum of the 150 least senior teachers.

L24.02.04 Such seniority lists will be made available by February 28 to the President of District 14, TBU OSSTF, and Principals for posting in the schools. Teachers will have up to fourteen (14) days to submit corrections to the Superintendent of Human Resource Services or designate.

L24.02.05 Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:

- total years of secondary experience with the Employer and its predecessor Boards; THEN
- total years of teaching experience with the Employer and its predecessor Boards; THEN
- by lot conducted by a Superintendent or designate and the President of District 14, TBU OSSTF or designate.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

L24.03 **Determination of the Staff Assignment for the School**

L24.03.01 When enrolments and the number of staff have been established for the system, on or before April 30, the Director of Education or designate shall determine the total number of teachers for each school as determined by the Superintendent responsible for secondary staffing, and the change in the number of teachers from the previous year. The Director of Education or designate shall inform the Principals and the President of District 14, TBU OSSTF.

L24.03.02 The Director of Education or designate shall inform the Principals and the President of District 14, TBU OSSTF, before April 30, of the number of teachers redundant to the system needs. The Director of Education or designate shall identify the redundant teachers for the system from those

with the least seniority in the system and inform the Principals and the President of District 14, TBU OSSTF. Teachers who are declared redundant to system needs shall be notified in writing by April 30.

L24.03.03 **Principles of Assignment of School Staff**

In the assignment of staff at the school, the following principles shall direct the planning:

- teacher assignment shall be in accordance with the qualification requirements, as outlined in L24.01.01;
- all teachers currently on staff on March 1 and those confirmed by the Director of Education or designate as returning to teaching duties at the school shall be considered;
- teachers shall have an opportunity to indicate preferred assignments;
- where qualifications are appropriate, seniority shall be the predominant factor in determining if there are excess teachers for the needs of the school (i.e. teacher with least seniority shall be declared surplus). Where it is deemed that the curriculum needs of the school require the retention of a teacher with less seniority than a teacher declared surplus, the principal shall provide an explanation to the teacher to be declared surplus prior to the declaration of surplus;
- surplus declarations may be whole or partial, in blocks of not less than 50% of the teacher's FTE, in order to facilitate surplus placement in a school by Semester;
- surplus declarations are subject to review of the System Staffing Committee;
- the voluntary surplus declaration of a teacher, in order to prevent the surplus declaration of another teacher, may be granted with the agreement of the principal and the System Staffing Committee;
- part-time teachers may increase the amount of teaching time in accordance with the provisions of this Collective Agreement; and,
- the provisions of this Collective Agreement.

L24.04 **Approval of Proposed School Organization and Staff Assignment**

L24.04.01 On or before May 15, each Principal and/or designate(s) and an OSSTF teacher of the School Staffing Committee shall submit the proposed School Plan, as described in Article L23.05, to the System Staffing Committee.

L24.04.02 From the review in Article L24.04.01 and on or before May 30 the Director of Education or designate shall convene a meeting of the System Staffing Committee and other resource staff as required to:

- establish a list of potential surplus teachers to each school;
- establish a list of potential staff needs to each school;
- review potential assignment of staff requesting transfer;

- establish a possible assignment of staff surplus to schools in available positions in the system according to seniority;
- revise the School Plan and/or proposed staff assignments at schools to accommodate the optimum placement of staff; and,
- determine if any staff, identified as potentially surplus, are essential to the operation of a school program and must be retained due to specialized requirements for a position which no other staff can fulfill.

L24.04.03 By May 30, each Principal in cooperation with the School Staffing Committee will submit the approved School Plan and proposed staff assignment to staff.

L24.04.04 All staff identified as surplus to school needs or who will have a change in percentage of assigned contract time shall be informed in writing by the Principal immediately following the presentation of information in Article L24.04.03.

L24.05 **Placement of Staff Surplus to Individual Schools**

L24.05.01 On or before May 30, the Director of Education or designate shall convene a meeting of the System Staffing Committee and other resource staff as required to:

- determine the placement of staff surplus to individual school needs based on available vacancies at each school;
- confirm voluntary transfers of teachers who can be accommodated;
- initiate Administrative transfers which occur as a part of the regular staffing process; and,
- confirm voluntary decreases and mandatory increases in FTE.

L24.05.02 In the placement of staff surplus to individual schools, the following principles shall be used:

- qualifications for assignment, in accordance with L24.01.01;
- where qualifications are appropriate, seniority shall be the predominant factor; and,
- when possible, staff shall have an appropriate length of time (up to forty-eight (48) hours) after being offered a position to confirm their acceptance.

L24.05.03 In the event that a surplus teacher is not able to be placed into an open position, in accordance with L24.05.01, the Superintendent Responsible for System Staffing, in consultation with the System Staffing Committee, will continue to place the remaining surplus teachers in order of seniority.

In consultation with the System Staffing Committee, the Superintendent Responsible for System Staffing shall determine what, if any, preferred options may be available to find an assignment for the unplaced surplus teacher(s), subject to L24.01.01. Such preferred options may include, but

not be limited to, changing available LTO sections to contract, re-timetabling, cancellation of under-enrolled classes, and other re-organizations as deemed appropriate.

L24.05.04 All positions remaining vacant after Article L24.05.02 shall be advertised within the system. External advertising shall begin only after no successful internal applicant was appointed except in instances of simultaneous advertising with the approval of the President, District 14, TBU OSSTF.

L24.05.05 When a teacher has been declared surplus to the requirements of a particular school and has been placed at another school, they shall have first claim to any vacancy that occurs in their original school and for which they are qualified, up to June 15 of that year.

In addition, they shall have the right to return to their last school for the year following the year of being declared surplus should a vacancy be available for which the teacher is qualified and provided that the teacher has requested the right to return prior to being placed at another school. Subject to operational requirements and school programming, the employer will endeavour to support the teacher's right to return.

It is understood that, should a teacher be offered and refuse the right to return to a vacancy in accordance with this article, the teacher will forfeit any right to return to that school.

A teacher who accepts an additional assignment through posting following a surplus declaration may exercise the right to return to their previous location and FTE. The teacher exercising the right to return shall forfeit the additional FTE acquired through posting for the semester/year.

L24.05.06 In the filling of all vacant positions subsequent to May 15, redundant teachers on the recall list must be offered, in order of seniority, any position for which they are qualified, in accordance with L24.01.01.

L24.05.07 All redundant teachers shall have their names placed on a recall list and continue to be considered under Article L24.05.06 until one of the following occurs:

- the teacher accepts a teaching position equivalent to their entitled FTE; OR
- the teacher refuses a third (3rd) position for which they are qualified; OR
- the teacher is not available to start within two (2) weeks of notice of recall; OR
- a period of seven (7) school years has passed.

Teachers who are eligible for recall shall file with the Employer their most recent address and telephone number. The Employer shall offer the recall by telephone and shall confirm the offer of recall by e-mail.

L24.05.08 Any teacher who is declared redundant shall receive a letter from the Senior Manager of Human Resource Services or designate stating that the teacher is a competent teacher who has been declared redundant.

L24.05.09 Teachers recalled according to the provision of Article L24.05.08, shall retain all rights and entitlements held at the time when they were declared redundant.

L24.05.10 **Group Benefit Plans**

While on the recall list, the teacher may elect to continue in the Employee Assistance Program (EAP) as outlined in Article L8.02. Continuation of benefits while on recall is subject to the Central Agreement.

L24.06 **Retraining**

In the event the teacher elects to accept retraining for purposes of meeting the qualifications for an alternative teaching position with the Employer which shall be vacant on September 1 of the year in which the teacher is declared surplus, such teacher shall be assisted by a grant of \$500. The teacher shall elect to accept retraining by giving the Director of Education or designate notice in writing of their intention at any time after receiving a letter indicating they are surplus and prior to June 15 of that year agreeing to a course in retraining.

L24.07 **Vacancies**

L24.07.01 Where a known vacancy for a position occurs, the Employer shall post the vacancy electronically using the Employer's posting management system, with a copy of each posting sent currently to the President, District 14, TBU OSSTF and/or designate.

A vacancy shall be posted for at least four (4) instructional days before the deadline for application for the position.

Notwithstanding the foregoing, any initial vacancy that occurs during June, July and August shall be posted for a period of three (3) business days.

Subject to operational requirements, the Employer will endeavour to have a period of time during July and August when no postings will be advertised to the system. By June 30 each year, the Employer will communicate to teachers and principals the period of time where no postings will be advertised.

L24.07.02 Following the Annual Staffing Day until July 15, teachers will be permitted to apply for posted positions regardless of the assignment's FTE provided the teacher accepts the entire posted assignment.

L24.07.03 A full-time or a part-time vacancy for the next school year, which is posted after July 15, will be filled for the remainder of the upcoming school year. A teacher hired to fill such a vacancy will be deemed to be surplus to the

school for the FTE equivalent to the vacancy. The teacher will be placed on the surplus list at the end of the school year.

Notwithstanding L24.03.03, if a teacher is partially surplus from a school, the teacher will have the choice to:

- remain at the school with their original FTE; or
- accept a position at a school on the Annual Staffing Day that matches their total FTE (including sections acquired after July 15th of the current school year).

Teachers with total FTEs greater than 0.5 will be able to remain at their current school for one semester where sections for which they are qualified are available.

L24.07.04 Each posting will indicate the position, location, any requirements beyond basic qualifications and date and time of closing for applications.

L24.07.05 Notwithstanding L24.01.01, for vacancies posted to the Employer's electronic posting management system, qualifications shall be those subject areas indicated on the teacher's Ontario College of Teachers Certificate of Qualification and any requirements beyond basic qualifications as determined by the Employer and consistent with Article L24.07.04. Consideration to mutual agreement may be given in accordance with the provisions of *Regulation 298*, as amended, where qualified applicants to a posted vacancy are limited.

L24.08 **Transfers**

L24.08.01 A voluntary transfer shall mean the relocation of a teacher from the place in which the teacher presently works to another place of work.

L24.08.02 A teacher may request a voluntary transfer for the following school year through Human Resource Services or designate before February 28. The Employer shall make reasonable efforts to accommodate requests for transfer. For a voluntary transfer, the teacher must have the required qualifications on their Ontario College of Teachers certificate.

L24.08.03 A teacher shall not be subject to an involuntary/administrative transfer other than in accordance with Article L24.08.04.

L24.08.04 When a teacher must be transferred from one position to another within the district, the teacher to be transferred shall be identified by mutual agreement of the teacher, principal and superintendent. Failing such agreement, the teacher to be transferred shall be identified by the Director of Education or designate. Any teacher so transferred who feels unfairly treated by this transfer may grieve this matter. The Employer will endeavour to ensure that a teacher so transferred shall not be forced to transfer again for a period of two (2) school years unless by mutual consent.

In effecting administrative transfers, in accordance with Article L24.05.01 or outside of the regular staffing process, unless otherwise agreed between the teacher and the Superintendent Responsible for Secondary Staffing, no administrative transfer shall be made that exceeds a distance of fifty (50) kilometres from the current work location.

To the fullest extent possible, administrative transfers shall take effect for the beginning of a semester.

L24.09 **Changes to Full-time and Part-time Assignment**

L24.09.01 A full-time teacher who requests a part-time teaching assignment for the following school year shall notify the Superintendent of Human Resource Services or designate in writing before February 28. Applications received after this date may be considered at the discretion of the Superintendent of Human Resource Services or designate.

L24.09.02 Any part-time teacher who changed from a full-time to a part-time assignment with this Employer, or its predecessors, and who wishes to increase their FTE may exercise this option subject to Article L24, provided that they notify the Superintendent of Human Resource Services or designate in writing by February 28.

Any part-time teacher who voluntarily reduces their FTE and who wishes to increase their FTE up to and including their original FTE, may exercise this option, subject to Article L24, within five (5) years of the commencement of the reduced FTE assignment, provided that the teacher notified the Superintendent of Human Resource Services or designate in writing by February 28.

L24.09.03 A part-time teacher who has completed the probationary period and who requests a 1.0 FTE teaching assignment or an increase in FTE at their current location for the following school year shall notify the Superintendent of Human Resource Services or designate in writing before February 28. Increases shall occur following the Annual Staffing meeting and before July 15. A teacher requesting an increase for September will be notified through the Employer's internal e-mail system of the available positions for increases in time. Teachers must have the required qualifications to accept a vacancy for an increase in time. Vacancies used for this process will be those remaining after the Annual Staffing meeting has completed. Following this increase process, any new vacancies that become available will be posted to secondary teachers on the electronic posting system.

L24.10 **Internal Teacher Trades**



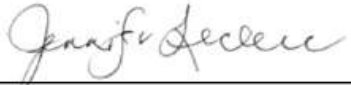
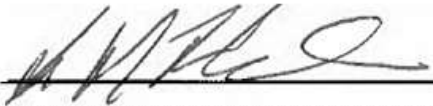
Subject to the approval of the Superintendent responsible for Secondary Staffing, a teacher may apply to trade their assignment with another teacher from a different location. Trades must have the consent and input from the principals affected by the proposed trade.

- L24.10.01 Teachers must submit their applications for an Internal Teacher Trade to Human Resource Services no later than February 28. Unless otherwise agreed, trades will be effective the start of the following school year.
- L24.10.02 Notwithstanding the above, the approval of Internal Teacher Trades will be subject to confirmation that the teachers are not declared surplus or redundant from their current locations through the regular staffing process.

The Employer and the Union have agreed to review the implemented staffing processes at regular Secondary School System Staffing Committee meetings as these processes are implemented throughout the course of the staffing cycle.

With mutual agreement of the parties, the language concerning the staffing processes that were amended during the 2019/2020 round of negotiations may be changed. Following the review of the implemented changes, these provisions will form a part of the Collective Agreement, unless otherwise negotiated.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Secondary Working Conditions

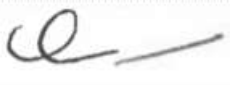

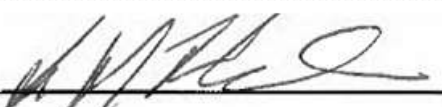
The parties agree to labour management meetings that will be held within 60 days of students returning to the physical classroom, where the parties will discuss the following topics for the purposes of reviewing current practices, clarifying the differences between operational practices in secondary schools and exploring best practices:

- Reporting deadlines
- The PA Day that follows Semester One
- Home Instruction
- Timetabling procedures at schools
- Mileage for teachers driving as part of their job

The committee will be made up of the three (3) released officers from District 14, TBU OSSTF and three representatives from the Employer. The parties also agree that each side shall invite three (3) teachers and three (3) principals, one from each of the Peterborough, Northumberland, and Clarington regions.

The parties agree that this letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Personal Leave Days

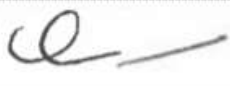


The parties agree to establish a committee comprising representatives from the Employer and the Union. The committee will review the current reasons that teachers can access personal leave under the Collective Agreement, and have discussions surrounding additional access to personal leave days. The committee will be made up of the three (3) released officers from District 14, TBU OSSTF and three representatives from the Employer. The parties agree that additional representatives may be invited to the committee as resources.

The parties agree that the scope of the discussions will not include increasing the current number of personal leave days allocated under the Collective Agreement.

The committee will meet within 60 days of students returning to the physical classroom. Any recommendations for updating the current reasons for accessing personal leave will be made by February 28, 2021.

The parties agree that this letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
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 _____	 _____

COLLECTIVE AGREEMENT

This Collective Agreement is made this 18th day of June, 2020

Between



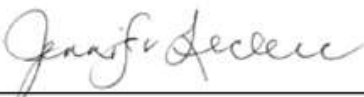
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Representing

The Secondary Teachers of District 14 of the Ontario Secondary School Teachers' Federation Employed by the Board

And

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
 _____	 _____
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