

# O.S.S.T.F DISTRICT 16

## Collective Agreement

between the

York Region

District School Board

- and the -

Ontario Secondary School Teachers' Federation

District 16



September 1, 2014 to August 31, 2017


Available online at: <https://bww.yrdsb.ca/boarddocs/Pages/CollectiveAgreements.aspx>

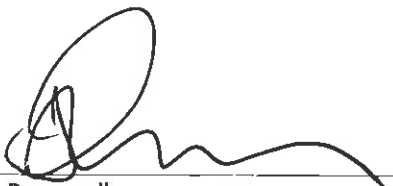
**Collective Agreement**  
between the  
**York Region District School Board**  
and the  
**Ontario Secondary School Teacher's Federation – District 16**

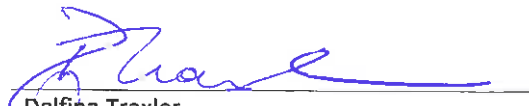
The attached Local Agreement has been negotiated by a joint committee of the Negotiating Team of the District 16 Ontario Secondary School Teachers' Federation Teacher/Occasional Teacher Bargaining Unit and the Negotiating Team of the York Region District School Board. The term of the Agreement shall be September 1, 2014 to August 31, 2017.

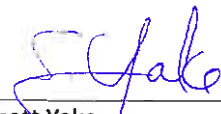
*FOR THE UNION, DISTRICT 16  
OSSTF TEACHER/OCCASIONAL  
TEACHER BARGAINING UNIT*

*FOR THE BOARD*

  
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President

  
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Chief Negotiator

## TABLE OF CONTENTS

### **PART A CENTRAL TERMS**

C1.00	Structure and Content of Collective Agreement	1
C2.00	Length of Term/Notice to Bargain/Renewal	1
C3.00	Definitions	1
C4.00	Central Labour Relations Committee	2
C5.00	Central Grievance Process	2
C6.00	Vested Retirement Gratuity Voluntary Early Payout Option	4
C7.00	Benefits	4
C8.00	Statutory Leaves of Absence/SEB	5
C9.00	Sick Leave	6
C10.00	Provincial Schools Authority/PSAT	9
C11.00	Ministry/School Board Initiatives	9
C12.00	Occasional Teachers and PA Days	9
Appendix A	Retirement Gratuities	10
Appendix B	Abilities Form	11

#### LETTER OF AGREEMENTS

#1	Sick Leave	13
#2	Regulation 274 – Hiring Practices	14
#3	Class Size	15
#4	Benefits	16
#5	Status Quo Central Items	22
#6	Status Quo Central Items as Modified by this Agreement	23

### **PART B LOCAL TERMS**

L.A	GENERAL	
L.A.1.0	General Purpose of Agreement	26
L.A.2.0	Effective Period	26
L.A.3.0	Recognition	26
L.A.4.0	Definitions – General	27
L.A.5.0	Rights of Parties	28
L.A.6.0	Just Cause	29
L.A.7.0	Grievance and Arbitration Procedure	29
L.A.8.0	Federation Fees	31
L.A.9.0	Criminal Background Checks	32
L.A.10.0	Star System	32
L.A.11.0	Attendance Management	32
L.A.12.0	School Year	32
L.A.13.0	Professional Learning Communities	32
L.A.14.0	OSSTF PA Day	32
L.A.15.0	Liaison Committee	32
L.A.16.0	Record of Employment for EI Reporting	33

L.A.17.0	Ontario College of Teachers	33
L.B.	SALARY	
L.B.1.0	Salary Groups	33
L.B.2.0	Placement on Grid	33
L.B.3.0	Salary Schedule	34
L.B.4.0	Additional Allowances	36
L.B.5.0	Methods of Payment	37
L.C.	BENEFITS	
L.C.1.0	Insured Employee Benefits	38
L.C.2.0	Sick Leave Plan	40
L.C.3.0	Retirement Gratuity	41
L.C.4.0	Special Leave of Absence	42
L.C.5.0	Pregnancy/Parental Leave	43
L.C.6.0	Infant Care Leave	43
L.C.7.0	Adoption Leave (Parental)	44
L.C.8.0	Child Care Leave	45
L.C.9.0	Maternity Leave Supplemental Employment Benefits (SEB) Plan	45
L.C.10.0	Adoption/Parental Leave Supplemental Employment Benefits (SEB) Plan	46
L.C.11.0	Family Medical Leave	47
L.D.	STAFFING	
L.D.1.0	Staff Allocation	47
L.D.2.0	Positions of Responsibility	50
L.D.3.0	Federation Leaves	54
L.D.4.0	Temporary Administrative Assignments and Leadership Periods	55
L.D.5.0	Part-Time Teachers	57
L.D.6.0	Disability Management	57
L.D.7.0	Seniority, Transfer, Surplus, Redundancy and Recall Procedures	58
L.D.8.0	Reorganization of Schools	62
L.D.9.0	Term Appointments	62
L.E.	OTHER WORKING CONDITIONS	
L.E.1.0	Physical Environment	63
L.E.2.0	Workload Guidelines	63
L.E.3.0	Class Size Provisions	65
L.E.4.0	Credit Recovery	65
L.E.5.0	Report Cards	65
L.E.6.0	Mark Recording and/or Reporting Software	66
L.E.7.0	Night School – Summer School	66
L.F.	OCCASIONAL TEACHERS	
L.F.1.0	Recognition	66
L.F.2.0	Rights of Parties	67
L.F.3.0	Federation Fees	67
L.F.4.0	Salary and Benefits	68
L.F.5.0	Experience Credit	69

L.F.6.0	Method of Payment	70
L.F.7.0	Occasional Teacher Roster	70
L.F.8.0	Seniority and Recall	71
L.F.9.0	Sick Leave Credits	72
L.F.10.0	Pregnancy Leave Benefits	72
L.F.11.0	Working Conditions	73
L.F.12.0	Professional Activity Days	74
L.F.13.0	Call-Out Errors	74
L.F.14.0	Late Calls	74
L.F.15.0	Automated Calling System (S.T.A.R. System)	74
L.F.16.0	Record of Employment for EI Reporting	75
L.G.	CONTINUING EDUCATION	
L.G.1.0	Compensation	75
L.G.2.0	Adult Day School	75
L.G.3.0	Sick Leave	76
L.G.4.0	Pregnancy Leave Benefits	76
L.G.5.0	Workplace Safety Insurance Board (WSIB) Top Up Benefits	77
L.H.	LETTERS OF UNDERSTANDING AND LETTERS OF INTENT	
L.H.1.0	Positions of Responsibility (LOU)	77
L.H.2.0	E.I. Reporting (LOU)	77
L.H.3.0	Occasional Teacher Call Out Protocol (LOU)	78
L.H.4.0	Professional Development (LOI)	78

**YORK REGION DISTRICT SCHOOL BOARD  
OSSTF DISTRICT 16 TEACHER/OCCASIONAL TEACHER BARGAINING UNIT  
COLLECTIVE AGREEMENT  
2014 - 2017**

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

**C1.1 Separate Central and Local terms**

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

**C1.2 Implementation**

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

**C1.3 Parties**

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

**C1.4 Single Collective Agreement**

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

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

**C2.1 Single Collective Agreement**

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

**C2.2 Term of Agreement**

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

**C2.3 Amendment of Terms**

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

**C2.4 Notice to Bargain**

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
- i. within 90 (ninety) days of the expiry of the collective agreement; or
  - ii. within such greater period agreed upon by the parties; or
  - iii. within any greater period set by regulation by the Minister of Education.

Notice to bargain centrally constitutes notice to bargain locally.

**C3.00 DEFINITIONS**

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

**C4.00 CENTRAL LABOUR RELATIONS COMMITTEE**

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

**C5.00 CENTRAL GRIEVANCE PROCESS**

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

**C5.1 Definitions**

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

**C5.2 Central Dispute Resolution Committee**

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
  - i. To file a dispute as a grievance with the Committee.
  - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
  - iii. To withdraw a grievance.
  - iv. To mutually agree to refer a grievance to the local grievance procedure.
  - v. To mutually agree to voluntary mediation.
  - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
  - i. To give or withhold approval to any proposed settlement between the central parties.
  - ii. To participate in voluntary mediation.
  - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

**C5.3 The grievance shall include:**

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

**C5.4 Referral to the Committee:**

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



- b) A central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- c) The Committee shall complete its review within 10 days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the parties.

#### **C5.5 Voluntary Mediation**

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

#### **C5.6 Selection of the Arbitrator**

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

### **C6.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT OPTION**

- a) A Teacher eligible for a Sick Leave Credit retirement gratuity as per Appendix A shall have the option of receiving a payout of his/her gratuity on August 31, 2016, or on the teacher's normal retirement date.
- b) The teacher must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.  
Pursuant to b) above, the following will apply:
  - c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix A. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 58 less the teacher's age as at June 30, 2016.
  - d) If a teacher is 58 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.

### **C7.00 BENEFITS**

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

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

Post Participation Date, the following shall apply:

**C7.1 Funding**

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

**C7.2 Cost Sharing**

- a) The total funding in C7.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

**C7.3 Payment in Lieu of Benefits**

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

**C7.4 WSIB Top-Up**

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

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

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

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

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

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

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

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

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

### **C9.00 SICK LEAVE**

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

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

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

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

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

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

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

**d) Eligibility and Allocation**

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

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

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

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

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

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

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

**g) Administration**

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

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

**C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT**

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

**C11.00 MINISTRY/SCHOOL BOARD INITIATIVES**

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

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

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

## **APPENDIX A – RETIREMENT GRATUITIES**

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

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

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

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

## APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

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)**

<b>Walking:</b> <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> ):	<b>Standing:</b> <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> ):	<b>Sitting:</b> <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> ):	<b>Lifting from floor to waist:</b> <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> ):								
<b>Lifting from Waist to Shoulder:</b> <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> ):	<b>Stair Climbing:</b> <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"/> <b>Use of hand(s):</b> <table> <tr> <td><b>Left Hand</b></td> <td><b>Right Hand</b></td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		<b>Left Hand</b>	<b>Right Hand</b>	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):
<b>Left Hand</b>	<b>Right Hand</b>										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other ( <i>please specify</i> ):	<input type="checkbox"/> Other ( <i>please specify</i> ):										



**APPENDIX B – ABILITIES FORM**

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> 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)**

<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <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: <b>dd</b> <b>mm</b> <b>yyyy</b>
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <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: <b>dd</b> <b>mm</b> <b>yyyy</b>	

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

**LETTER OF AGREEMENT #1**

**BETWEEN**

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

**AND**

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

**RE: Sick Leave**

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

Such issues include but are not limited to:

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

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

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

**LETTER OF AGREEMENT #2**

**BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Regulation 274 - Hiring Practices**

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

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

**LETTER OF AGREEMENT #3**

**BETWEEN**

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

**AND**

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

**Re: Class Size**

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

**LETTER OF AGREEMENT #4****BETWEEN**

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

**AND**

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

**AND**

**The Crown**

**RE: Benefits**

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

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

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

**1.0.0 PRINCIPLES**

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

**2.0.0 GOVERNANCE**

### **2.1.0 Board of Trustees**

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
  - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
  - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

### **3.0.0 ELIGIBILITY and COVERAGE**

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

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

#### **4.0.0 FUNDING**

##### **4.1.0 Start-Up Costs**

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
  - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
  - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
  - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
  - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the

existing surplus/deficit has been tracked independently for each group are not subject to this provision.

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

#### **4.2.0 On-Going Funding**

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
  - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
  - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
    - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
    - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> 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 31<sup>st</sup> and March 31<sup>st</sup> FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

## **5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY**

### **5.1.0 Shared Services**

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

### **5.2.0 Board of Trustees' Responsibilities**

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

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

### **5.3.0 Accountability**

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

### **6.0.0 TRANSITION COMMITTEE**

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

**LETTER OF AGREEMENT #5**

**BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items**

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #6****BETWEEN**

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

**AND**

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

**RE: Status Quo Central Items as Modified by this Agreement**

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

**1. PREGNANCY LEAVE BENEFITS**Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

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

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

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

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

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

- d) Status quo to be determined.

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

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

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

### **4. Retirement Gratuities**

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

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

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

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

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

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

## **PART B: LOCAL AGREEMENT (SECTION L.A TO L.G)**

### **SECTION L.A – GENERAL**

#### **L.A.1.0 GENERAL PURPOSE OF AGREEMENT**

L.A.1.1 It is the general purpose of this agreement to establish for all secondary school teachers as defined in L.A.4.6 certain allowances, working conditions and benefits, and to provide procedures for the prompt and equitable disposition of **local** grievances without any interference with the operation of the Board and its schools.

#### **L.A.2.0 EFFECTIVE PERIOD**

L.A.2.1 If no new **local** agreement is reached by **September 1, 2017**, this **local** agreement shall continue in effect in accordance with the provisions of the *Ontario Labour Relations Act, 1995, Section 86(1), and the School Boards Collective Bargaining Act (2014)*.

L.A.2.2 If this **local** agreement is renewed under the *Ontario Labour Relations Act, Section 58(2)*, Article L.A.2.1 above shall be deemed to have been amended to read September of the appropriate year.

L.A.2.3 Amendments and/or revisions to this **local** agreement shall be made only by the mutual written consent of the negotiating groups duly authorized by the parties to represent them.

#### **L.A.3.0 RECOGNITION**

L.A.3.1 The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members employed by the Board and

- (a) assigned as teachers, as defined in L.A.4.6, to one or more secondary schools or to perform duties in respect of such schools all or most of the time; and
- (b) who are on the Board's roster of occasional teachers who may be assigned to secondary schools .

L.A.3.1.1 The Board recognizes the negotiating team of the District 16 Teacher/Occasional Teacher Bargaining Unit (T/OT BU) as the group authorized to negotiate **locally** on behalf of OSSTF.

L.A.3.2 The Board recognizes the right of the provincial Ontario Secondary School Teachers' Federation to represent the said teachers and to negotiate **locally** on their behalf.

L.A.3.3 Either party has the right to authorize legal counsel or an agent designate to represent and/or to negotiate **locally** on its behalf.

L.A.3.4 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

L.A.3.5 The Board agrees to support the Respectful Workplace and Learning Environment Policy.

L.A.3.6 The Board recognizes its obligations to fulfil all of the statutory requirements contained within the *Human Rights Code*. Additionally, the Board agrees that there shall be no discrimination or harassment based on any reasonable OSSTF business.

L.A.3.7 The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board's Safe and Supportive Schools Policy and Bill 212 (2007). When information is available around significant issues of student behaviour, a Case Management approach will be used to discuss appropriate supports and resources.

#### **L.A.3.8 Teacher Performance Appraisal**

L.A.3.8.1 The Board recognizes that Teacher Performance Appraisal and the New Teacher Induction Program shall be conducted in accordance with the *Education Act* and relevant legislation and in accordance with the Board's policies and procedures. The Board shall consult with District 16 OSSTF T/OT BU prior to

making changes to the Board's policies and procedures with respect to Teacher Performance Appraisal and the New Teacher Induction Program.

- L.A.3.8.2 A teacher shall have the right to OSSTF representation at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory or development needed as per the *YRDSB TPA Manual* or *NTIP Manual*. Up to three (3) work days shall be allowed for the teacher to secure OSSTF representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the teacher.
- L.A.3.8.3 Teachers, including those in charge of organizational units shall not perform any aspect of formal performance appraisal on members of T/OT Bargaining Unit OSSTF.
- L.A.3.8.4 Teachers who have received formal notification that their Teacher Performance Appraisal will be in the current year may indicate a preference for the semester and class in which they wish to be evaluated. This request shall be taken into consideration in the creation of the TPA schedule for the school year.
- L.A.3.8.5 A teacher shall be given at least 48 hours notice before a pre-observation meeting. During the pre-observation meeting the administrator and the teacher shall agree upon the date and time for the classroom observation.
- L.A.3.8.6 The teacher shall receive the written performance appraisal, signed by the evaluator, within the timelines stipulated by *Regulation 99/02 of the Education Act*.
- L.A.3.8.7 Electronic recording devices will not be used to monitor performance related to the TPA process.

#### L.A.4.0 DEFINITIONS - GENERAL

Where a term is used in this **local** agreement and not defined, the definition shall be as found in the Acts and Regulations pertaining to Education in the Province of Ontario which are in effect at the date of the implementation of this **local** agreement.

- L.A.4.1 "Board" means York Region District School Board.
- L.A.4.2 "Certification Rating Statement" means the statement issued to a teacher by the *Ontario Secondary School Teachers' Federation Certification Department* affirming that it has certified the teacher's qualifications and has placed the teacher in a group in accordance with Certification of O.S.S.T.F.
- L.A.4.3 "Director" means the Director of Education and Secretary-Treasurer of the Board.
- L.A.4.4 "District 16 T/OT BU" means District 16 Teacher /Occasional Teacher Bargaining Unit of the *Ontario Secondary School Teachers' Federation*.
- L.A.4.5 "OSSTF" means the *Ontario Secondary School Teachers' Federation*.
- L.A.4.6 "Teacher" means a person who is a member of the *Ontario College of Teachers*, who is employed by the Board, who meets the requirements of Teacher as defined in the *Education Act* and who is a statutory member of OSSTF, for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of OSSTF.
- L.A.4.7 "Curriculum Consultant/Special Education Consultant" under the terms of this agreement is a teacher as defined in L.A.4.6 who has been appointed to a consultative position (both panels), who assists and advises teachers in regards to programs and methods and who has responsibilities in the organization and presentation of professional development activities.
- L.A.4.8 "Curriculum Coordinator" under the terms of this agreement is a consultant as defined in L.A.4.7 who has been appointed to a coordinator position (both panels), who coordinates the activities of consultant services and who facilitates in-service and instructional resource development.
- L.A.4.9.1 "Special Facilitator" under the terms of this agreement is a teacher as defined in Article L.A.4.6 who has



been appointed to a position responsible for activities relating to Board initiatives. These positions will be one year renewable appointments at the discretion of the Board. The number of these positions shall be at the discretion of the Board. The staffing for these positions will be outside the staffing complement for the purposes of this agreement. Any applicable allowances for these positions shall not be taken from the revenue allocated in the funding formula for Subject Heads. Teachers are entitled to their Position of Responsibility allowances if these positions occur during their four-year terms.

- L.A.4.9.2.1 A "Special Facilitator" shall be granted leave for a maximum of two years with the right to return to the same position in the same school if available.
- L.A.4.9.2.2 Notwithstanding L.A.4.9.2.1, if the teacher holds a Position of Responsibility then L.D.2.5.8 shall include the leave to perform the responsibilities of a Special Facilitator.
- L.A.4.9.2.3 If the term outlined in L.A.4.9.2.1 is extended beyond two years, the Special Facilitator shall return to an equivalent position in any school.
- L.A.4.10.1 "School Initiative Facilitator" under the terms of this agreement, is a teacher as defined in Article L.A.4.6 who has been appointed by the Board to a position responsible for activities relating to a special initiative at a particular school. These positions will be one year renewable appointments at the discretion of the Board.
- L.A.4.10.2 In the event that a School Initiative Facilitator is a full or part time release position, the staffing for the School Initiative Facilitator position will be outside the staffing complement for the purposes of this agreement.
- L.A.4.10.3 In the event that a School Initiative Facilitator is not a time release position, the School Initiative Facilitator shall be paid an allowance equivalent to a Level Two head and the allowance will not be taken from the revenue allocated in the funding formula for Subject Heads.
- L.A.4.11 "Spouse" shall have the meaning as defined in the *Education Act* Section 1.0.1.
- L.A.5.0 RIGHTS OF PARTIES**
- L.A.5.1 Subject to the provisions of this agreement, the teachers of District 16 T/OT BU recognize and accept that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board, including the right to:
- L.A.5.1.1 hire, transfer, promote;
- L.A.5.1.2 demote, suspend, discipline, or dismiss subject to the provisions of L.A.6.0;
- L.A.5.1.3 plan and control the teaching program of the Board, the number of teachers to be employed, the number of students to be allocated to a program, the class size, the assignment of teachers, the subjects to be taught, the selection of individuals to positions of responsibility, the hours of school, the school year and the holidays to be observed and other such responsibilities of the Board as are outlined in Acts and Regulations pertaining to education in the Province of Ontario.
- L.A.5.2 The Board recognizes the professional competence of teachers and welcomes their participation where possible in the development and organization of courses for secondary schools.
- L.A.5.3 Teacher application forms, recommendations to hire and Acceptance of Position Forms for all teachers who are subject to this agreement shall be accessible to the Chief Negotiator/Staffing Officer and/or the President of OSSTF District 16 T/OT BU, with the written consent of the teacher concerned.
- L.A.5.4 A teacher or designate shall have timely access during normal business hours to all his/her personal data maintained on file by the Board. The teacher or designate shall have the right to make copies of any material contained in such files.
- L.A.5.4.1 The Board will ensure that a teacher receives copies of any materials placed in any of his/her personnel files within three working days.
- L.A.5.4.2 If OSSTF, on behalf of a teacher, disputes the accuracy or completeness of any such information

referred to in L.A.5.4, other than an evaluation, the Board shall, within 15 working days from receipt of a written request by OSSTF stating the alleged inaccuracy, either confirm or amend the information and communicate this in writing to OSSTF and to the teacher.

- L.A.5.4.2.1 Where the Board amends information under L.A.5.4.2, the Board shall update all the teacher's personnel files as applicable and notify OSSTF and all persons who received a copy of the information.
- L.A.5.5. Documents contained in a teacher's personnel or school files which are of a disciplinary nature and all supporting documents shall be removed from the files three (3) years, or less at the discretion of the Director or designate, after their date of issue provided that there is no recurrence of behaviour requiring additional disciplinary action.
- L.A.5.6 This collective agreement shall form part of the individual contract of employment between the Board and each teacher employed on any form of contract who is a member of District 16 T/OT BU, and the individual contract shall be deemed to form part of this collective agreement.
- L.A.5.7 There shall be no strike or lock-out during the term of the Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act* and the *School Boards Collective Bargaining Act (2014)*
- L.A.5.8 The Board and District 16 OSSTF T/OT BU recognize that supervision of school dances, and committee work shall continue on a voluntary basis.
- L.A.5.9 For the purpose of performance evaluation, the Board shall not alter the existing job descriptions of Curriculum Consultants/Special Education Consultants, Curriculum Coordinators and Special Facilitators as defined in Articles L.A.4.7, L.A.4.8 and L.A.4.9 respectively.
- L.A.5.9.1 The Board shall not create new job descriptions for positions referenced in Article L.A.5.9 without prior consultation with District 16 T/OT BU.
- L.A.5.10 In the event that a teacher is required by the Board to cross a legally established picket line and is prevented from doing so or reasonably believes there is a danger to his/her personal safety, the Board shall, if necessary, provide an escort or, alternatively, send the teacher to another work site.
- L.A.5.11 The Board agrees that in accordance with past practice, the District 16 T/OT BU Branch Affiliates may hold meetings at the work site.
- L.A.5.12 A teacher shall notify the Board in writing within fourteen (14) days of any change of address. If a teacher fails to do so, the Board will not be responsible for failure of a notice to such teacher. Any notice sent by the Board via registered mail to the teacher's address which appears on the Board records shall be conclusively deemed to have been received by the teacher.
- L.A.6.0 JUST CAUSE**
- L.A.6.1 No teacher shall be demoted, suspended, disciplined or dismissed without just cause.
- L.A.6.2 If the Board requires a teacher to meet with his/her supervisor in order to formally investigate the professional conduct of a teacher or in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present and inform OSSTF that the meeting is to take place. If the teacher elects to have OSSTF representation or if OSSTF elects to be present, no discussion of the issues will take place until the OSSTF representative is present in a timely fashion.
- L.A.7.0 GRIEVANCE AND ARBITRATION PROCEDURE**
- The following process pertains to grievances grieved locally, whether on local or central matters.**
- L.A.7.1 The purpose of this Article is to establish a prompt and equitable procedure for the settlement of grievances.
- L.A.7.2 Definitions**

- L.A.7.2.1 A "grievor" shall mean the Board or District 16 T/OT BU acting on behalf of a teacher or a group of teachers when filing a grievance.
- L.A.7.2.2 A "complaint" shall mean a difference in interpretation, application or alleged violation of this agreement.
- L.A.7.2.3 A "grievance" shall mean a complaint specified on a written grievance form or a grievance initiated under the provisions of L.A.7.10.
- L.A.7.3 Teachers and District 16 T/OT BU are required to follow the procedures laid down in these articles in respect of a grievance and/or arbitration and any teacher or group of teachers, as the case may be, who appeals directly to any Superintendent or trustee of the Board shall thereby forfeit all rights under this article.
- L.A.7.4 Time limits specified in the Grievance Procedure may be amended by mutual agreement in writing by the parties to the grievance.
- L.A.7.5 If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.
- L.A.7.6 Parties to the grievance shall furnish one another with any pertinent information relevant to the grievance in a timely fashion. Notwithstanding the above, the parties reserve the right to present additional information at the Step 2 grievance meeting or at arbitration.
- L.A.7.7 A teacher who has a complaint may discuss it with his/her principal or immediate supervisor if other than a principal. Such complaint shall be brought to the attention of the principal/supervisor within ten (10) instructional days of the incident giving rise to the complaint or circumstances giving rise to the complaint having come or ought to have come to the attention of the teacher. The principal/supervisor shall state his/her answer verbally within five (5) instructional days of receiving the complaint.
- L.A.7.8 Step 1:  
If any of the parties in L.A.7.3 are dissatisfied with the answer to the complaint, the Board or District 16 T/OT BU may refer such matter on a written grievance form to the Director or designate who shall answer the grievance in writing within ten (10) instructional days. The complaint shall constitute a formal grievance at Step 1, and shall be filed within ten (10) instructional days of receipt of the reply of the principal or immediate supervisor to the complaint. The grievance shall specify the article or articles and subsections of this agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the teacher and/or OSSTF. Either party can request that a meeting take place prior to a reply being given at Step 1. The meeting will include the grievor, the Federation Representative, the Director or designate and the Principal and/or his/her designate.
- L.A.7.9 Step 2:  
If no settlement is reached at Step 1, the teacher, representatives of District 16 T/OT BU and of the Board shall meet within fifteen (15) instructional days of receipt of the reply of the Director or designate to present the grievance to the grievance panel of three (3) Supervisory Officers appointed by the Director or designate. If the grievance is not settled within ten (10) instructional days, it may be referred to arbitration as provided in L.A.7.12 – L.A.7.18. When the grievance panel meets to make its decision, no teacher or other OSSTF participant in the discussion shall be present. The supervisory officers involved in the grievance panel shall not have had any prior decision making involvement in the matter.
- L.A.7.10 District 16 T/OT BU or the Board may initiate a grievance relating to the interpretation, application or alleged violation of this agreement, beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) instructional days of the incident giving rise to the grievance having come or ought to have come to the attention of the grievor and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under L.A.7.12 – L.A.7.18 by either District 16 in the case of a District 16 grievance or the Board in the case of a Board grievance.
- L.A.7.11 Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, 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 in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance/ arbitration procedure shall continue from the point at which they were frozen.

- L.A.7.12 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any Grievance Procedure established by this agreement, notify the other 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.
- L.A.7.13 Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the written notification of desire to move to arbitration, or 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 Arbitration Board. The two appointees so selected shall, within five (5) instructional days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair, within the time limit, the appointment shall be made by the *Ontario Labour Management Arbitration Commission* upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it. The decision of the Arbitration Board shall govern. If there is no majority, the decision of the Chair shall rule. The powers of the Arbitration Board shall be as established under the *Ontario Labour Relations Act*.
- L.A.7.14 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as a single arbitrator or as a member of the Arbitration Board.
- L.A.7.15 Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties will jointly share the expenses of the single Arbitrator or the Chair of the Arbitration Board, if any.
- L.A.7.16.1 The single Arbitrator or Board of Arbitration shall have the authority as outlined in the *Labour Relations Act*.
- L.A.7.16.2 Notwithstanding L.A.7.16.1, the single Arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a regulation thereunder or the provisions of this agreement, nor to alter, modify, add to or amend any part of this agreement.
- L.A.7.17 Time limits specified in the Arbitration Procedure may be amended by mutual agreement in writing by the parties to the arbitration.
- L.A.7.18 Should the investigation by the Board or the steps in the grievance/arbitration procedure require that an involved teacher be released from regular duties, the teacher shall be released without loss of salary or benefits and, in the case of a classroom teacher, an occasional teacher will be used to cover that teacher's duties if the absence is for one half day or more.
- L.A.8.0 FEDERATION FEES**
- L.A.8.1 On each pay date on which a teacher is paid, the Board shall deduct from each teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board.
- L.A.8.1.1 The OSSTF dues deducted in Article L.A.8.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, the employee identification number, annual salary, and the amounts deducted.
- L.A.8.2 The Board also agrees to deduct District 16 T/OT BU dues from its teachers on a semi-annual basis or as otherwise mutually agreed and to forward these to District 16.
- L.A.8.2.1 Dues specified by District 16 in Article L.A.8.2 shall be deducted and remitted to the Treasurer, District

16 at 110 Pony Drive, Unit 6, Newmarket, Ontario, L3Y 7B6 no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers and the amounts deducted.

- L.A.8.3** Pursuant to L.A.8.1 and L.A.8.2 OSSTF and District 16 must inform the Board no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.
- L.A.8.4** OSSTF and/or District 16, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or District 16.
- L.A.9.0 CRIMINAL BACKGROUND CHECKS**
- L.A.9.1** For existing employees, the Board shall pay all costs associated with the Canadian Police Information Check (CPIC) or offence declaration, pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law, provided that the teachers use the Police Service designated by the Board.
- L.A.9.2** The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Employee Services and/or designate and the teacher and/or designate.
- L.A.10.0 STAR SYSTEM**
- L.A.10.1** It is the responsibility of the Board to ensure that all teachers are trained in the operating procedures of the dispatch system. Each teacher shall receive a copy of the written instructions.
- L.A.11.0 ATTENDANCE MANAGEMENT**
- L.A.11.1** No changes to the current policy or rules addressing attendance management issues shall be implemented without the employer first consulting with District 16 T/OT BU.
- L.A.11.2** The Board and District 16 T/OT BU agree to meet at least once per year to review the design and implementation of the Board's Employee Attendance Support Program (EASP) or any other attendance management Policy or Program.
- L.A.12.0 SCHOOL YEAR**
- L.A.12.1** The length of the school year shall be as defined in the *Education Act*.
- L.A.12.2** Teachers shall not be required to work any days in excess of the school year defined in L.A.12.1.
- L.A.13.0 PROFESSIONAL LEARNING COMMUNITIES**
- L.A.13.1** The parties recognise the importance of professional learning for teachers. Involvement in Professional Learning Communities shall be voluntary and not used in a Teacher Performance Appraisal.
- L.A.14.0 OSSTF PA DAY**
- L.A.14.1** Subject to Ministry constraints on the use of PA days, one (1) Ministry approved Professional Activity Day may be designated annually as an OSSTF District 16 Professional Activity Day. The date shall be chosen in consultation with OSSTF. The theme, content and program structure, as recommended by OSSTF, shall be mutually agreed upon by a joint Board and OSSTF PA Day Steering Committee.
- L.A.15.0 LIAISON COMMITTEE**
- L.A.15.1** The parties to this agreement shall form a Liaison Committee to meet each month or whenever necessary to explore system concerns in an attempt to informally resolve any issues that may arise. The intent of the Committee is to serve the mutual needs of the Board and of the Union in order to

facilitate the maintenance of a harmonious relationship between the two parties. The Committee shall be co-chaired by the Director of Education and the District OSSTF President. Other personnel from the Board and from the Union as are deemed appropriate by either party shall attend these meetings.

**L.A.16.0 RECORD OF EMPLOYMENT FOR EI REPORTING**

L.A.16.1 For the sole and exclusive purpose of reporting the insurable hours under the Employment Insurance Act, a teacher shall be deemed to have worked the number of hours agreed upon by the parties.

**L.A.17.0 ONTARIO COLLEGE OF TEACHERS**

L.A.17.1 The Board will inform OSSTF within 48 hours of the Board making a report to the Ontario College of Teachers concerning a bargaining unit member.

**SECTION L.B – SALARY**

**L.B.1.0 SALARY GROUPS**

L.B.1.1 A teacher shall be paid in the salary group as determined by his/her Certification Rating Statement with exceptions noted below.

L.B.1.2 The teacher has the responsibility of reporting his/her Certification Rating Statement or any change therein to the Coordinating Superintendent of Human Resource Services.

L.B.1.3 When a teacher completes all the requirements for raising his/her salary group prior to September 1 of any year, he/she shall be paid the higher salary group rate subject to the provision of this agreement effective September 1 of that year on the condition that the new Certification Rating Statement is filed with the Board by December 31 or, if this is impossible through no fault of the teacher, that a "notice of expected change" along with an explanation of the delay in filing the new Certification Rating Statement is filed with the Board by December 1 of that year. Failing this, the salary increase shall be made effective on the 1st day of the month following the month in which the new Certification Rating Statement was filed with the Board.

**L.B.1.4 Reporting Salary Group Change**

L.B.1.4.1 Where the qualification required for raising a salary group is completed during the period September 1 to December 31 of any year, the increase in salary shall be effective January 1 of the next year provided the Certification Rating Statement is filed with the Board prior to May 1 of the year in which the increase is to be effective.

L.B.1.4.2 If the Certification Rating Statement is filed on or after May 1, the increase in salary shall be effective September 1 of the calendar year in which the Certification Rating Statement is filed.

L.B.1.4.3 Any amendment in the official Certification shall, for the purpose of this agreement, be effective on September 1, following the adoption of the amendment, subject to agreement of the parties.

L.B.1.5 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, teaching experience and responsibility.

L.B.1.6 Teachers shall make available to the Board through their principal documentation of their qualifications and experience.

**L.B.2.0 PLACEMENT ON GRID**

L.B.2.1 Secondary or elementary school teaching experience in Ontario as a permanent or probationary employee on a full time basis is used to find the step on the grid. This is to be adjusted by the following:

L.B.2.2 Teaching experience in other schools or jurisdictions other than in Ontario may be used at the discretion of the Director to establish the step on the grid at the time the teacher is entering the system. A statement of equivalency from the Ministry of Education of Ontario shall be acceptable.

L.B.2.3 Teaching experience in fractions of years (part time or part year) shall be converted to fractions of a step

on the grid as of the beginning of each school year provided that they were a regular day school teacher or an occasional teacher for a continuous period of ten (10) days or more either with the York Region District School Board or its predecessor boards or with another Board of Education or with any newly formed District School Board as defined by the *Education Act*, or with any of their predecessor boards. Experience for a part of a year may not be counted during the same school year but may be credited as of the next school year in those cases where a teacher joins the Board on some date other than September 1 and where the teacher had experience during the school year in which he/ she joined the Board.

**L.B.2.4** For a teacher who accepts a temporary non-teaching assignment with the Board, the time covered by the temporary assignment shall be counted as experience.

**L.B.2.5 Related Experience**

**L.B.2.5.1** “Related Experience” is defined as experience in which the content is directly related to the subjects taught in the current high school curriculum. Teachers shall apply for related experience at the time of hiring for payment of related experience in their first year of teaching or shall apply by June 30 in their first year of teaching for payment of related experience in their second year of teaching. Teachers may only apply for related experience at the times noted. The Board must inform the teacher of the related experience provisions of the collective agreement and provide the teacher with any relevant forms, including the process, within thirty (30) days of the time of hire.

**L.B.2.5.1.1** Notwithstanding **L.B.2.5.1**, should teachers not receive their timetables by June 30, the teachers may apply for related experience by September 15 of the following year.

**L.B.2.5.2.1** Effective September 1, 2009 for purposes of placement on the grid, related experience will be credited at the rate of one (1) year of related experience equal to one (1) year of teaching up to a maximum of five (5) years. The onus shall be on the teacher to provide verification of the type and length of experience.

**L.B.2.5.2.2** For teachers employed effective September 1977 or subsequently, related experience over and above the requirements for admission to a course leading to Technological Studies qualifications as set out in Regulation 184 at an Ontario Faculty of Education, shall be credited at the time of hiring at the rate of one (1) year of related experience equal to one (1) year of teaching up to a maximum of five (5) years.

**L.B.3.0 SALARY SCHEDULE**

**L.B.3.1.1** Secondary Grid:

**Effective September 1, 2014 – August 31, 2016**

<u>Year</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	45,177	46,675	50,373	52,757
1	48,305	50,127	54,209	56,979
2	51,431	53,578	58,040	61,196
3	54,552	57,031	61,877	65,420
4	57,681	60,486	65,708	69,646
5	60,807	63,938	69,542	73,856
6	63,929	67,391	73,379	78,083
7	67,059	70,847	77,212	82,303
8	70,182	74,299	81,049	86,528
9	73,306	77,752	84,881	90,744
10	76,439	81,203	88,708	94,968

**Effective September 1, 2016 – the 97<sup>th</sup> day of the 2016-17 school year**

<u>Year</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	45,629	47,142	50,877	53,285
1	48,788	50,628	54,751	57,549
2	51,945	54,114	58,620	61,808
3	55,098	57,601	62,496	66,074
4	58,258	61,091	66,365	70,342
5	61,415	64,577	70,237	74,595
6	64,568	68,065	74,113	78,864
7	67,730	71,555	77,984	83,126
8	70,884	75,042	81,859	87,393
9	74,039	78,530	85,730	91,651
10	77,203	82,015	89,595	95,918

**Effective the 98<sup>th</sup> day of the 2016-17 school year – August 31, 2017**

<u>Year</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	45,857	47,378	51,131	53,551
1	49,032	50,881	55,025	57,837
2	52,205	54,385	58,913	62,117
3	55,373	57,889	62,808	66,404
4	58,549	61,396	66,697	70,694
5	61,722	64,900	70,588	74,968
6	64,891	68,405	74,484	79,258
7	68,069	71,913	78,374	83,542
8	71,238	75,417	82,268	87,830
9	74,409	78,923	86,159	92,109
10	77,589	82,425	90,043	96,398

**L.B.3.2 Part-time Teacher Salary Schedule**

For a part-time teacher, salary shall be pro-rated based on the salary grid in Article L.B.3.1.1. The salary shall be pro-rated in the ratio that the teacher's assignment bears to a full-time assignment as defined in Article L.E.2.2.1. Such pro-rating shall be administered in accordance with the following:

- 1 period = .1667 salary
- 2 periods = .3333 salary
- 3 periods = .5000 salary
- 4 periods = .6667 salary
- 5 periods = .8333 salary
- 6 periods = 1.000 salary

It is understood that Alternative Professional Assignments as defined in **Part B - section L.E** of this **local** agreement are in addition to the period assignments outlined above.

- L.B.3.2.1. In semestered schools, part-time teachers shall be paid on the basis of their workload each semester.
- L.B.3.2.2. Part-time teachers who teach in one semester/term only shall be paid on the basis of their workload each semester/term.
- L.B.3.2.3. These provisions apply as well to school-based members of the bargaining unit who have all non-classroom assignments or a combination of classroom and non- classroom assignments.



**L.B.4.0 ADDITIONAL ALLOWANCES**

- L.B.4.1** An allowance shall be paid to a teacher for one additional degree only, subject to the following:
- L.B.4.1.1** a degree must be an additional degree beyond any degree for which credit is given in group placement;
- L.B.4.1.2** the degree of highest standing shall be the one recognized for the allowance;
- L.B.4.1.3** C.A., C.M.A., C.G.A. and any other professional appellation which is deemed appropriate by the Director and which is specifically agreed upon by the Board and District 16 T/OT BU will be paid an additional degree allowance;
- L.B.4.1.4** any degree which, in the opinion of the Director, is not equivalent to the corresponding degree from a recognized Canadian university may be ruled by him/her as ineligible for an additional degree allowance; but a statement of equivalency from the Ministry or from any Canadian university shall be accepted;
- L.B.4.1.5** any degree not specifically mentioned in **L.B.4.2** which in the opinion of the Director is the equivalent of one of the degrees referred to in the said article shall earn the allowance shown by the degree to which it is considered equivalent;
- L.B.4.1.6** no allowance shall be paid for an honorary degree;
- L.B.4.1.7** the onus is on the teacher to claim and to prove the conditions stated within one (1) year of completion of the degree;
- L.B.4.1.8** the allowance shall be paid in full regardless of the part-time or full-time status of the teacher.

**L.B.4.2** The allowance for an additional degree, subject to **L.B.4.1**, shall be as follows:

**1 Sep 2014 – 31 Aug 2017**

Ph.D.or Ed.D.	1,559
Master's Degree	1,227
Second Bachelor's Degree (if the content is directly related to the subject taught)	442
B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained beyond the year of teacher training)	442
Professional Appellations (as defined in <b>L.B.4.1.3</b> )	661

**L.B.4.3** Responsibility allowances for Subject Heads will be determined by the number of sections in the Subject Group referenced in **L.D.2.4.1** on October 31 of each year as below:

**POR Allowances**

**Effective September 1, 2014 - August 31, 2016**

Level One 6 - 9 sections	Level Two 10 to 12 sections	Level Three 13 - 24 sections	Level Four 25 - 36 sections	Level Five 37 + sections	Assistant 49 or more sections
\$844	\$1,126	\$1,970	\$3,095	\$4,389	\$844

**Effective September 1, 2016 – 97<sup>th</sup> day of the 2016-17 school year**

Level One 6 - 9 sections	Level Two 10 to 12 sections	Level Three 13 - 24 sections	Level Four 25 - 36 sections	Level Five 37 + sections	Assistant 49 or more sections
\$852	\$1,137	\$1,990	\$3,126	\$4,433	\$852

**Effective the 98<sup>th</sup> day of the 2016-17 school year - August 31, 2017**

<b>Level One 6 - 9 sections</b>	<b>Level Two 10 to 12 sections</b>	<b>Level Three 13 - 24 sections</b>	<b>Level Four 25 - 36 sections</b>	<b>Level Five 37 + sections</b>	<b>Assistant 49 or more sections</b>
\$856	\$1,143	\$2,000	\$3,142	\$4,455	\$856

For the purposes of calculating sections, the total number shall include all elementary classes for which the department is responsible.

For compensation matters only, should the number of sections be one-half more than the maximum in a level, the number will be rounded up to the next level.

These levels of remuneration will be revised annually based on both the actual ADE and the actual number of sections for the year as of March 31 in order that the responsibility allowances and benefits match the actual revenue allocated in the funding formula for Subject Heads. The revised remuneration adjustments, if any, will be made no later than the last pay period in May.

**L.B.4.3.1** Subject groupings with 49 or more sections will be eligible for an Assistant Subject Head. Assistant Subject Heads will be compensated on a pro-rated basis in the event that the job is terminated prior to the end of the school year due to section adjustments.

**L.B.4.3.2** The allowance for an Interim Subject Head/Assistant Subject Head shall be the full allowance for a Subject Head/Assistant Subject Head in accordance with Article L.B.4.3 and L.B.4.3.1.

**L.B.4.3.3** The allowance for an Acting Subject Head/Assistant Subject Head shall be the full allowance for a Subject Head/Assistant Subject Head in accordance with the respective Articles L.B.4.3, and L.B.4.3.1

**L.B.4.4** The allowance for a Curriculum Consultant shall be:

**Sep 1, 2014 – Aug 31, 2016**

**\$8,688**

**Sep 1, 2016 – 97<sup>th</sup> day of the 2016-17 school year**

**\$8,775**

**98<sup>th</sup> day of the 2016-17 school year – Aug 31, 2017**

**\$8,819**

**L.B.4.5** The allowance for a Curriculum Coordinator shall be:

**Sep 1, 2014 – Aug 31, 2016**

**\$9,934**

**Sep 1, 2016 – 97<sup>th</sup> day of the 2016-17 school year**

**\$10,033**

**98<sup>th</sup> day of the 2016-17 school year – Aug 31, 2017**

**\$10,083**

**L.B.5.0 METHODS OF PAYMENT**

**L.B.5.1** Three point eight five percent (3.85%) of the teacher's annual salary shall be paid on the first Friday after Labour Day and on every second Friday thereafter. The remainder of whatever the teacher shall have earned to the end of the school year shall be paid on the last school day in June, or 14 days after the penultimate pay in June whichever is later. In any instance the final pay will be no later than June 30.

**L.B.5.1.1** New hires will be paid on the regularly scheduled pay date that falls at most 28 calendar days after the

first teaching day.

**L.B.5.2** The salary shall be deposited at the bank branch of the teacher's choice.

If the teacher requests that his/her salary be deposited in a trust company or credit union which is not on the CIBC electronic network (service code 1), he/she may not receive his/her salary on the regular pay dates as specified in L.B.5.1. The funds will be deposited at a later date whenever the processing of the pay by the banking institution is completed. The teacher assumes full responsibility with regards to any consequences, which arise from choosing an institution which is not on the CIBC electronic network (service code 1).

If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred, such additional charges will be deducted from the teacher's salary.

## **SECTION L.C – BENEFITS**

**The parties agree that these provisions remain valid unless replaced by the terms of the Central Agreement related to Provincial Benefits Trust.**

### **L.C.1.0 INSURED EMPLOYEE BENEFITS**

**L.C.1.1** A teacher who is approved for a leave under this collective agreement may retain his/her membership in any plan to which he/she was registered. Teachers will be required to pay their benefit premiums as follows:

- a) Under the pre-authorized payment plan, the Board will debit the teacher's account on a monthly basis for a sum equal to the monthly premium cost of providing the benefits the teacher has elected to maintain during the approved leave of absence.
- b) In the case of leaves of absence which require the Board to continue paying its share of the benefit premium costs, the teacher will only be required to pay the employee cost of the benefit premiums. Such payments by the teacher shall also be subjected to the pre-authorized payment plan.

**L.C.1.2** The Board will subsidize to the extent of 100% of the premium for a semi-private hospital plan.

**L.C.1.3.1** The Board shall subsidize to the extent of 100% of the premium for the existing Extended Health Benefit Plan or equivalent (such plan to include provision for vision care and/or laser surgery to the extent of \$300 per prescription in any two consecutive calendar years.)

- i) Effective September 1, 2009, coverage for vision care shall be \$500 per prescription in any two consecutive calendar years.
- ii) Effective September 1, 2009, coverage for laser eye surgery shall be to a lifetime maximum of \$1500.

**L.C.1.3.2** Effective September 1, 2009, coverage for Hearing Aids shall be \$1000 per prescription in any two consecutive calendar years.

### **L.C.1.4 Term Insurance**

**L.C.1.4.1** The Board will subsidize the term insurance plan to the extent of 100% of the premium cost for double salary coverage.

**L.C.1.4.2** Double salary coverage shall be a condition of employment for all teachers unless presently employed and uninsurable.

**L.C.1.4.3** Triple insurance coverage may be carried by a teacher, subject to the enrolment requirements of the insurance carrier, with the teacher paying the total difference in premium from double salary coverage to triple salary coverage.

**L.C.1.4.4** For employees working beyond age 65, term life insurance eligibility shall cease at age 70.

**L.C.1.5 Dental Plan**

**L.C.1.5.1** The Board will subsidize to the extent of 100% of the premium for Manulife Financial Basic Dental Plan or mutually acceptable equivalent.  
This is a condition of employment for all new teachers unless at the time of hiring the teacher has coverage in the name of his/her spouse.

The above coverage will be based upon the current Ontario Dental Association Suggested Fee Guide for General Practitioners.

The parties agree that the provisions above remain valid unless replaced by the terms of the Central Agreement related to Provincial Benefits Trust.

**L.C.1.5.2** A teacher may, subject to the enrolment requirements of the insurance carrier, acquire the following additional plans with the total premium for the additional plans being paid by the teacher:

**L.C.1.5.2.1** a major restorative rider, reimbursed at a level of 50% with a maximum combined with the basic plan of \$5,000.00 per person annually;

**L.C.1.5.2.2** an orthodontic rider, reimbursed at a level of 50% with an annual maximum of \$1,500 per person and a lifetime maximum of \$3,000 per person.

**L.C.1.6** If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a teacher who retires from the Board prior to age 65 may continue membership in a retiree Group Benefit Plan at the time of retirement. Also, a teacher who is on LTDI may retain membership in a Group Benefit Plan at the time he/she is placed on LTDI, until he/she attains the age of 65 years. The retired teacher and/or teacher on LTDI must pay the full premium to maintain his/her participation and coverage under the group contracts.

**L.C.1.7 Long Term Disability (LTD) Flex Plan**

**L.C.1.7.1** Notwithstanding **C7.5 a) in Part A (Central Agreement)**, teachers who have indicated their intention to retire may also request that premiums not be deducted and remitted within the length of the plan's waiting period.

**L.C.1.8 Benefit Premium Payment for Teachers on Leaves**

**L.C.1.8.1** Teachers who go on leave of absence, including maternity and parental leaves, will be required to pay their benefit premiums as follows

a) Under the pre-authorized payment plan, the Board will debit the teacher's account on a monthly basis for a sum equal to the monthly premium cost of providing the benefits the teacher has elected to maintain during the approved leave of absence.

b) In the case of leaves of absence which require the Board to continue paying its share of the benefit premium costs, the teacher will only be required to pay the employee cost of the benefit premiums. Such payments by the teacher shall also be subjected to the pre-authorized payment plan.

**L.C.1.8.2** Failure to abide by these conditions will result in the immediate termination of LTDI coverage and all benefits coverage.

**L.C.1.8.3** This payment scheme covers all benefits employees must pay while on leave.

**L.C.1.9 Pro-Rating of Benefits**

**L.C.1.9.1** Teachers who have been assigned a teaching assignment of half time or more will have their benefits determined as though they were full-time.

**L.C.1.9.2** Teachers who have been assigned a teaching assignment of less than half time will have their benefits determined on a pro-rated basis.

**L.C.1.9.3** Teachers who have been assigned a teaching assignment in only one semester shall have their benefits determined by the above two articles on an annualized basis.

**L.C.2.0 SICK LEAVE PLAN****L.C.2.1 Administration**

- L.C.2.1.1 The system shall be administered by the Director and subject to the final authority of the Board.
- L.C.2.1.2 The Director shall keep a register or registers in which shall be entered the **sick leave allocation, as per Part A (Central Agreement)** and the deductions therefrom, and **shall provide each teacher online access to current sick leave usage information.**
- L.C.2.1.3 Permanent part-time teachers shall benefit under the plan on a pro-rata basis of the time employed and salary.
- L.C.2.1.4 For the purposes of the sick leave/**Short Term Leave and Disability** plan the working year shall be September 1 to June 30 of the succeeding year. In those schools that begin before September 1, the working year shall begin on the first day of school.

**L.C.2.2 Teacher Absences**

- L.C.2.2.1** The application to the Director or designate for payment for periods of illness shall be submitted through the normal channels. When the illness is for a period not exceeding five days, this absence may be certified by the Superintendent of Schools under his/her authority. When the period of absence exceeds five days in any one month or when the Director or designate requests it, a medical certificate shall be supplied by an independent duly qualified medical or dental practitioner. When the illness is for a period exceeding five days, it shall be certified in writing by a duly qualified medical or dental practitioner.
- L.C.2.2.2** All detailed medical information shall be maintained in a separate file by the Board's Superintendent of Human Resource Services or designate. Teachers' personnel files will not contain copies of detailed medical information.
- L.C.2.2.3** Medical certificates used to verify absence due to illness will be retained solely in Human Resource Services in a confidential file. Certificates will be retained for the current school year plus one and then shredded.
- L.C.2.2.4 There shall be no deduction from pay or sick leave due to absence, up to a maximum of five days per school year, for the following reasons:**
- L.C.2.2.4.1** the severe illness or death of a mother, father, spouse, child, sibling (maximum 3 days/year);
- L.C.2.2.4.2** writing of examinations (maximum 1 day per exam);
- L.C.2.2.4.3** teacher's own convocation or convocation of teacher's spouse, teacher's son, teacher's daughter, (maximum 1 day for each occasion);
- L.C.2.2.4.4** moving (maximum 1 day per year);
- L.C.2.2.4.5** funeral (maximum 1 day per occasion);
- L.C.2.2.4.6** birth or adoption of employee's child where individual is not accessing pregnancy/parental leave (maximum 5 consecutive days to be taken upon release of the child into the care, custody or control of the employee and where the employee is not accessing adoption leave);
- L.C.2.2.4.7 for the purposes of an observance of a religious holiday, for an additional two (2) days beyond those referenced in L.C.2.3.5;**
- L.C.2.2.4.8** at the discretion of the Principal, a permitted absence from employment of a teacher for reason of an emergency (each such absence shall be reported to the Board);
- L.C.2.2.4.9** at the discretion of the Director or designate, a permitted absence from employment when such absence results from urgent personal problems or exceptional circumstances, but each such absence shall be reported to the Board. This could include urgent personal business which can be conducted only on a school day.

- L.C.2.2.5** A teacher may within 30 days from the date of any decision respecting his/her sick leave **or other absence days** appeal such a decision by grieving according to the established procedure.
- L.C.2.2.6** The provisions of **L.C.2.2.4 – L.C.2.2.5** shall be administered in accordance with Employment Insurance regulations.
- L.C.2.3 Workplace Safety Insurance Board (WSIB) Top Up Benefits**
- L.C.2.3.1** For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary **as per C7.4 in Part A (Central Agreement)**. Payments by the Workplace Safety Insurance Board shall be made to the school board.
- L.C.2.3.1.1** **The top-up amount shall be paid for a maximum of four years and six months.**
- L.C.2.3.1.2** **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.**
- L.C.2.3.2** Leave of absence without pay may be requested by the teacher before March 1 for the following year and shall be granted at the discretion of the Director or designate provided there seems good reason for such leave rather than a resignation. Under exceptional circumstances leave of absence without pay may be granted at any time on the recommendation of the Director or designate. During such leave no fringe benefits shall be paid and no sick leave shall accrue. **A teacher returning from unpaid leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement)**. The teacher's return would normally be at the beginning of a term or whenever a suitable vacancy was available.
- L.C.2.3.3** There shall be no deduction from either pay or the sick leave of a teacher absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, provided that the teacher pays the Board any fee exclusive of travelling allowance and living expenses that he/she receives as a juror or as a witness.
- L.C.2.3.4** There shall be no deduction from either pay or sick leave of a teacher absent from duty by reason of:
- (i) quarantine, providing the teacher is not the person who is ill;
  - (ii) attendance at conferences and conventions as approved within Board policy;
  - (iii) participation in professional development programs within the policy of the Board and approved by the Superintendent of Schools.
- L.C.2.3.5** There shall be no deduction from either pay or the sick leave of a teacher absent from duty by reason of an observance of a religious holiday. This shall apply only to the first three (3) days used by a teacher for this purpose.
- L.C.3.0 RETIREMENT GRATUITY**
- L.C.3.1** **A teacher eligible for a retirement gratuity as specified in Central Agreement Appendix A – Retirement Gratuities shall be paid the amount of retirement gratuity applicable to the teacher on August 31<sup>st</sup>, 2012.**
- L.C.3.2.1** A teacher retiring for age or health reasons shall be paid a gratuity sum based on:
- (i) annualized salary **on August 31<sup>st</sup>, 2012**;
  - (ii) number of days in the retirement gratuity account **on August 31<sup>st</sup>, 2012**.
- L.C.3.2.2** A teacher retiring for health reasons shall obtain a medical certificate stating the need for such early retirement from a doctor. A teacher who immediately on retirement receives a disability pension in accordance with the provisions of the Teachers' Pension Act shall be considered to have retired for health reasons. No gratuity shall be payable if retirement is due to pregnancy.
- L.C.3.2.3** A teacher retiring for age shall include those teachers whose combined age and years of credit in the Teachers' Pension Fund totals at least 80, or who are eligible to receive a pension immediately upon retirement from the Board in accordance with the provisions of the Teachers' Pension Act.

**L.C.3.4 Calculation of Gratuity**

Calculation of gratuity will be the total of L.C.3.4.1.1 and L.C.3.4.1.2.

L.C.3.4.1.1 For service up to August 31, 1976:

$$\left( \frac{\text{No. of days in gratuity account accumulated under provisions of Policy \#57}}{200} \right) \times (\text{Annualized salary on August 31}^{\text{st}}, 2012)$$

L.C.3.4.1.2 For service **from** September 1, 1976 **to on August 31<sup>st</sup>, 2012:**

L.C.3.4.1.3 The following table shall be used for calculating gratuity amounts:

Total Number of uninterrupted years of service with York Region incl. predecessor boards	Percentage Payable in accordance with C.2.0
up to 5 years	0
5 years	10
6	16
7	22
8	28
9	34
10	40
11	46
12	52
13	58
14	64
15	70
16	76
17	82
18	88
19	94
20	100

No payment shall be made unless the teacher **had** five or more years.

L.C.3.4.2.1 Subject to L.C.3.4.2.2, the gratuity shall be payable in one payment within thirty-five (35) days of retirement or by the end of January of the following year at the option of the teacher.

L.C.3.4.2.2 A teacher who intends to retire must provide two (2) months written notice prior to the date of retirement. If such notice is not received, any retirement gratuity owing will be paid up to two (2) months after the date of retirement.

L.C.3.5 In the event of the death of a teacher while in the service of the Board a calculation shall be made of the service gratuity which would have been paid to the teacher had he/she retired on **August 31<sup>st</sup>, 2012** and this shall be paid to his/her personal representative or next of kin at the discretion of the Board.

**L.C.4.0 SPECIAL LEAVE OF ABSENCE**

L.C.4.1 Special leave may be granted for purposes of parental leave or for purposes of study or travel or for

such other reasons as may seem appropriate to the Board.

- L.C.4.2 Application for special leaves of absence shall be presented to the Board. The Board shall notify the applicant of its decision.
- L.C.4.3 Teachers on special leave of absence shall not be paid a salary or employee benefits during the period of the leave, but they may retain their membership in any insurance plan by paying full premiums where this is within the Board's contract with the insurer.
- L.C.4.4 A teacher on special leave of absence is considered to be in the employment of the Board.
- L.C.4.5 A teacher who has been granted a special leave which ends in August of any year shall notify the Board prior to March 1 of that year whether he/she intends to return to employment with the Board in the following September.
- L.C.4.6.1 Following the teacher's return to duty, the teacher shall be guaranteed the same position at the same school provided the leave is for one year or less.
- L.C.4.6.2 If the leave is for more than one year but not greater than two years, and should a vacancy exist for which the teacher is qualified, then the teacher will be given a position in the same school/department, if according to the application of L.D.7.4.1.1, the teacher would not normally be declared surplus. If no such position exists the teacher shall be guaranteed a position with the Board.
- L.C.4.6.3 Following the application of L.C.4.6.2, if a suitable position arises within two (2) years in the school from which the teacher has been declared surplus, that teacher shall be offered the position provided that the teacher indicates in writing interest in such a position during the school year in which the teacher was declared surplus. If the teacher declared surplus is offered a position at the original school and declines the offer, the provisions of this article shall no longer apply.

#### **L.C.5.0 PREGNANCY/PARENTAL LEAVE**

- L.C.5.1 Pregnancy/Parental Leave will be granted pursuant to the Employment Standards Act in effect at the time the leave is requested.
- L.C.5.2 Pursuant to the terms of the Act, a teacher shall notify the principal as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.
- L.C.5.3 The teacher shall not work and the Board shall not cause or permit her to work until at least six weeks after the delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.
- L.C.5.4 Any teacher returning from Pregnancy/ Parental Leave shall return to the same school/department and position. The teacher shall return to duty with the same FTE status unless a different FTE status is agreed to by the teacher and the Board.
- L.C.5.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Pregnancy/Parental Leave.
- L.C.5.6 A teacher returning from Pregnancy/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.
- L.C.5.7 A teacher returning from Pregnancy/Parental Leave shall **receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement)**.

#### **L.C.6.0 INFANT CARE LEAVE**

- L.C.6.1 A teacher must have been employed by the Board for at least two years to be eligible for an Infant Care Leave following a Pregnancy/ Parental Leave. The application for an Infant Care Leave should be made at the same time as the teacher applies for Pregnancy/Parental Leave or no later than 30 days prior to the date the Pregnancy/ Parental Leave is to end.
- L.C.6.2 If a teacher does not plan to take a Pregnancy/Parental Leave for reasons of being on vacation,



holidays or leave, the teacher may still apply for Infant Care Leave but such leave shall commence only on the first school day following the expected date of delivery.

- L.C.6.3 The application for Infant Care Leave shall include the expiration date of the leave, which shall be in accordance with L.C.6.5.1 or L.C.6.5.2.
- L.C.6.4 Except as set out in L.C.6.2, Infant Care Leave shall commence immediately following the last day of Pregnancy/Parental Leave.
- L.C.6.5.1 In non-semestered schools, where a teacher's Infant Care Leave or a combined Pregnancy/Parental/Infant Care Leave ends on (a) December 31 or February 1 or at the end of a term or (b) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year.
- L.C.6.5.2 In semestered schools, where a teacher's Infant Care Leave or a combined Pregnancy/Parental/ Infant Care Leave ends on (a) the end of a semester or (b) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year.
- L.C.6.6 The sum of a Pregnancy/Parental/Infant Care Leave granted under this collective agreement shall not exceed two years.
- L.C.6.7 A teacher on Infant Care Leave shall not be paid employee benefits during the period of leave. Such teacher may retain his/her membership in any plan to which he/she was registered by paying full premiums applicable where this is within the terms of the insurer.
- L.C.6.8 A teacher returning to employment with the Board during the same school year in which the Pregnancy/Parental/Infant Care Leave began shall have the right to return to the same school/department and position, where practicable, but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same school year, the teacher will be given a position in the same school/department if according to the application of L.D.7.4.1.1, the teacher would not normally be declared surplus.
- L.C.6.9 A teacher on Pregnancy/Parental Leave and/or Infant Care Leave is considered to be in the employment of the Board.
- L.C.6.10 A teacher returning from Infant Care Leave shall **receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).**
- L.C.7.0 ADOPTION LEAVE (PARENTAL)**
- L.C.7.1 Adoption/Parental Leave will be granted pursuant to the Employment Standards Act in effect at the time the leave is requested.
- L.C.7.2 A teacher shall be eligible for an Adoption/Parental Leave according to the provisions of the Employment Standards Act in effect at the time the leave is requested.
- L.C.7.3 Such leave shall not qualify any teacher for payment from the sick leave plan.
- L.C.7.4 Any teacher commencing an Adoption/Parental leave of 35 weeks or less shall return to the same school/department and position.
- L.C.7.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Adoption/Parental Leave.
- L.C.7.6 A teacher returning from Adoption/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.
- L.C.7.7 A teacher returning from Adoption/Parental Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).**

**L.C.8.0 CHILD CARE LEAVE**

- L.C.8.1 A teacher must have been employed by the Board for at least two years to be eligible for a Child Care Leave following an Adoption / Parental Leave. The application for a Child Care Leave should be made at the same time as the teacher applies for Adoption Leave or no later than 30 days prior to the date the Adoption/Parental Leave is to end.
- L.C.8.2 If a teacher does not require Adoption/ Parental Leave for reasons of being on vacation, holidays or leave, the teacher may still apply for Child Care Leave, but such leave shall commence only on the first school day following the adoption of the child.
- L.C.8.3 The application for Child Care Leave shall include the expiration date of the leave, which shall be in accordance with L.C.8.5.1 or L.C.8.5.2.
- L.C.8.4 Except as set out in L.C.8.2, Child Care Leave shall commence immediately following the last day of Adoption/Parental Leave.
- L.C.8.5.1 In non-semestered schools, where a teacher's Child Care Leave or a combined Adoption/Parental/Child Care Leave ends on (a) December 31 or February 1 or (b) August 31, the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year.
- L.C.8.5.2 In semestered schools, where a teacher's Child Care Leave or a combined Adoption/Parental/ Child Care Leave ends on (a) the end of a semester or (b) August 31, the teacher shall be given credit for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year.
- L.C.8.6 The sum of an Adoption/Parental/Child Care Leave granted under this collective agreement shall not exceed two years.
- L.C.8.7 A teacher on a Child Care Leave shall not be paid employee benefits during the period of leave. A teacher may retain his/her membership in any plan to which he/she was registered by paying full premiums applicable where this is within the terms of the Board's contract with the insurer.
- L.C.8.8 A teacher returning to employment with the Board during the same school year in which the Child Care Leave began shall have the right to return to the same school/department and position, if practicable but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same school year the teacher will be given a position in the same school/department, if according to the application of L.D.7.4.1.1, the teacher would not normally be declared surplus.
- L.C.8.9 A teacher returning from Child Care Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).**

**L.C.9.0 MATERNITY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN**

- L.C.9.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by teachers covered by this collective agreement from the Human Resources and Social Development Canada for temporary unemployment caused by Pregnancy Leaves.
- L.C.9.2 **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.**
- L.C.9.3 **SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.**
- L.C.9.4 **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.**

- L.C.9.5** 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.
- L.C.9.6** 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. (See L.C.9.14)
- L.C.9.7** 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.
- L.C.9.8** If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- L.C.9.9** 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. (See L.C.9.14)
- L.C.9.10** The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- L.C.9.11** 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.
- L.C.9.12** The teacher shall sign an agreement with the Board indicating:  
 (a) that the teacher will return to work (prior to submitting any resignation) and remain in the service of the Board for a period of one year after returning from the teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and  
 (b) that should the teacher not comply with (a) above the teacher shall reimburse to the Board any monies paid to the teacher under this SEB Plan.
- L.C.9.13** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- L.C.9.14** **Notwithstanding L.C.9.6 and L.C.9.9**, the application of the SEB Plan as outlined in **L.C.9.0** shall apply to all eligible teachers throughout the calendar year.
- L.C.10.0** **ADOPTION/PARENTAL LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN**
- L.C.10.1** The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by teachers covered by this collective agreement from the Human Resources and Social Development Canada for temporary unemployment caused by Parental or Adoption Leaves.
- L.C.10.2** The teacher must apply for and be in receipt of E.I. Parental or Adoption benefits from the Human Resources and Social Development Canada before SEB becomes payable and must also be eligible for Parental or Adoption leave under the *Ontario Employment Standards Act*.
- L.C.10.3** An application for SEB must be made by the teacher on a form to be provided by the Board. The teacher shall provide verification of the approval of the E.I. claim.
- L.C.10.4** The teacher shall sign an agreement with the Board indicating:  
 (c) that the teacher will return to work (prior to submitting any resignation) and remain in the service of the Board for a period of one year after returning from the teacher's **Parental** Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and  
 (d) that should the teacher not comply with (a) above the teacher shall reimburse to the Board any monies paid to the teacher under this SEB Plan.

- L.C.10.5** The teacher will receive 100% of the teacher's full salary during the two-week waiting period before E.I. benefits commence. For the following three (3) weeks the teacher's E.I. benefits will be supplemented to 100% of the teacher's full salary. During this five (5) week period there will be no deduction to the teacher's sick leave.
- L.C.10.6** Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- L.C.10.7** The application of the SEB Plan as outlined in **L.C.10.0** shall apply to all eligible teachers throughout the calendar year.
- L.C.11.0** **FAMILY MEDICAL LEAVE**
- L.C.11.1** The Board, upon notification from the member, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000. Where possible, the member shall provide five (5) days' written notification. The member shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the Employment Standards Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- L.C.11.2** If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.
- L.C.11.3** A teacher on Family Medical Leave shall continue to accrue credit for seniority and grid experience. The teacher will continue to make contributions to the pension plan for the period of the leave, unless the teacher elects, in writing, not to make contributions.
- L.C.11.4** The Board shall continue to pay its portion of the costs of the teacher's benefit coverage according to this collective agreement.
- L.C.11.5** The Board shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.
- L.C.11.6** The duration of the Family Medical Leave is as defined in the Employment Standards Amendment Act (Family Medical Leave), 2004.
- L.C.11.7** A teacher returning from Family Medical Leave to active employment shall be reinstated to the position which the teacher held prior to the leave. Notwithstanding this provision, the member's return to active employment is subject to L.D.7.0 – Seniority, Transfer, Surplus, Redundancy and Recall Procedures.

## **SECTION L.D – STAFFING**

### **L.D.1.0** **STAFF ALLOCATION**

- L.D.1.1** Based on the projected ADE, the FTE teaching staff assigned shall be the number of FTE staff required to provide programs and services that maximize the learning opportunities and outcomes of all students.
- L.D.1.1.1** The number of FTE classroom teachers assigned to self-contained Special Education classes shall not exceed the FTE teachers needed to fulfil the requirements of the *Education Act* and *Regulation 298 Section 31*.
- L.D.1.1.2** The number of FTE teachers needed for Section 23 classes shall be the number approved and funded by the Ministry of Education in each school year.
- L.D.1.1.3** The number of FTE classroom teachers assigned to Special Education non-credit program support and ESL/D non-credit program support shall be determined by the Staffing Advisory Committee.
- L.D.1.1.4** The number of FTE teachers assigned for Guidance Services shall be determined by the Staffing Advisory Committee.
- L.D.1.1.5** The number of FTE teachers assigned for Teacher Librarians shall be determined by the Staffing Advisory Committee.

- L.D.1.1.6 The number of FTE classroom teachers assigned to ESL Reception, Hearing/Vision Impaired, the ACCESS program, special programs as stipulated under **Safe Schools legislation and Regulations** and any other programs shall be determined by the Staffing Advisory Committee.
- L.D.1.1.6.1 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.
- L.D.1.1.7.1.1 It is agreed that the total secondary staffing for **2014-15** as allocated by the Staffing Advisory Committee shall be based on an ADE of **38,179**. The number of FTE staff includes two and one third (2.33) FTE teachers for Federation release time.
- L.D.1.1.7.1.2 For the purposes of this section, teachers assigned to Section 23, Elementary teachers and those teachers referenced in Articles **L.A.4.7**, **L.A.4.8**, **L.A.4.9.1**, and **L.A.4.10.1** and any other teachers needed for Board initiatives shall be at the discretion of the Board.
- L.D.1.1.7.1.3 Those teachers referenced in **L.D.1.1.7.1.2** shall not be charged as a cost to the bargaining unit.
- L.D.1.1.7.1.4 It is agreed that the total secondary staffing, as allocated each year for the term of the collective agreement by the Staffing Advisory Committee, shall be determined using a similar process as in **2014-15**, applying the Articles of this collective agreement and in accordance with the *Education Act* and *Regulations* thereunder.
- L.D.1.1.7.2 The teachers referenced in Articles **L.D.1.1** through **L.D.1.1.7.1.4** shall be generated and allocated in accordance with Article **L.E.3.0** and the SAC Workload Protocol and other parameters as determined by the Staffing Advisory Committee. This shall exclude the staffing referenced in Article **L.D.1.1.7.1.2**.
- L.D.1.1.7.3 The Staffing Advisory Committee shall regularly review the guidelines described in **L.D.1.0**. Adjustments shall be determined by the Staffing Advisory Committee prior to the allocation of staff.
- L.D.1.1.8 The Staffing Advisory Committee will track the number of half period Alternative Professional Assignments (APA) for which each teacher at each school is responsible.
- L.D.1.2 In the event that additional secondary staffing is required on a Region-wide basis as determined by the Article **L.E.3.0**, the SAC Workload Protocol and other parameters as per Article **L.D.1.1**, **L.D.1.1.7.1.1** and other relevant articles of the collective agreement, the Staffing Advisory Committee shall allocate the appropriate additional staff in a timely fashion.
- L.D.1.3.1 If Principals of individual schools that have either greater enrolment than predicted or other program requirements determine a need exists for added teacher strength, then the Principal shall forward a request for additional staffing to the Staffing Advisory Committee for consideration.
- L.D.1.3.2 In the event there is a surplus of teachers based on Article **L.E.3.0** and the SAC Workload Protocol and other parameters as per Article **L.D.1.1**, **L.D.1.1.7.1.1** and other relevant articles of the collective agreement, the Board has the right to decrease the number of teachers to meet the terms of this agreement beginning with teachers as determined by the conditions of Article **L.D.7.0** of in **Part B - section L.D** of this local agreement.
- L.D.1.4.1 By the end of the June of each year the teaching staff in each secondary school shall elect an In-School Staffing Committee (ISC) of three teachers, one of whom shall be the Branch president or designate from the Branch executive, to assist the principal or his/her designate in collecting and verifying all in-school data and materials pertaining to the staffing of the school for that school year and the following school year. Additionally, the In-School Staffing Committee shall assist the principal in monitoring staffing allocations and the teachers' workload.
- L.D.1.4.2 The ISC shall specifically:
- L.D.1.4.2.1 be responsible for reporting to the District 16 T/OT President and/or designate the details of and reasons for any assignments that are contrary to directions from the Staffing Advisory Committee particularly with respect to the equitable assignment of instructional time;

- L.D.1.4.2.2** receive the appropriate items from the following list as determined by the Staffing Advisory Committee and provided by the Principal and/or designate:
- (a) student course selection data
  - (b) student enrolment data confirmation sheets
  - (c) staff allocation sheets
  - (d) staffing and/or related workload guideline memos sent to Principals and Branch Presidents and copied to the ISC from the SAC and/or secondary Superintendents of Schools
  - (e) surplus declarations
  - (f) completed teacher tracking template
  - (g) initial and subsequent section allocations by subject groupings
  - (h) monthly summary of Alternative Professional Assignments (on-calls/supervisions) submitted within five (5) working days of the end of the month, unless the parties mutually agree to waive this requirement
  - (i) principal requests for extra staffing
  - (j) teacher timetables
  - (k) master schedules
  - (l) teacher utilization report
  - (m) room utilization report
  - (n) YREM report
  - (o) list of new teachers and their mentors as defined by NTIP.
- L.D.1.4.2.3.1** meet with the principal and/or principal designate a minimum of five (5) times during its term of duty and report on its activities to the full school staff.
- L.D.1.4.2.3.2** The Principal and/or designate will provide the ISC with at least 24 hours notice of meetings. This timeline may be amended by mutual agreement of the parties.
- L.D.1.4.3** Each ISC meeting will be scheduled so that at least the Branch President and one other member may participate.
- L.D.1.5** The District 16 T/OT President and/or Chief Negotiator or their designates shall be invited to all regional meetings or parts of regional meetings that have staffing allocations, surplus placements and/or redundancies on the agenda.
- L.D.1.6** If, during the term of this collective agreement, a new program is introduced or an ongoing program is increased, the Board will provide the appropriate number of teachers for such new or increased programs.
- L.D.1.6.1** If a program is eliminated or reduced during this same period, the appropriate number of teachers who become available because of such elimination or reduction of program shall be reassigned to existing vacancies in the system. If there are no vacancies, such teachers shall be declared redundant in accordance with **L.D.7.0**.
- L.D.1.6.2** Any and all data with respect to secondary staffing shall be provided to the District 16 T/OT BU Chief Negotiator or designate in a timely fashion.

**L.D.1.7.1** There shall be a Staffing Advisory Committee (SAC) which will meet at the call of the Director or designate. The Staffing Advisory Committee shall be composed of six (6) members: three (3) representing OSSTF District 16 T/OT BU of which one shall be the Chief Negotiator/Staffing Officer; and three (3) representing the Board administration of which one shall be the Director or designate.

**L.D.1.7.2** The Staffing Advisory Committee (SAC) shall perform the following duties:

- (a) administer the staffing formula as it pertains to the allocation of staff to the schools for regular and special needs students including modifications to the formula divisors required to bring the allocated staff within the parameters in Article L.D.1.1 through L.D.1.1.7.4;
- (b) be responsible for allocating staff from the regional pools of reserve staff to the individual schools;
- (c) review, monitor and make recommendations regarding working conditions of teachers;
- (d) review, monitor and ensure that the application of transfer, surplus and redundancy procedures are properly followed;
- (e) publish and distribute to each ISC staffing allocations for each school;
- (f) meet with an ISC at the request of the Principal and/or designate, the District 16 T/OT President, the Director or designate or the SAC;
- (g) monitor new teachers as defined by NTIP and their mentors;
- (h) establish a system for tracking the monthly utilization of Alternative Professional Assignments (on-calls/supervisions);
- (i) shall administer the SAC Workload Protocol and the SAC OT Protocol;
- (j) track teachers due for performance appraisal;
- (k) monitor matters related to secondary Occasional Teachers;
- (l) track teachers assigned to more than four courses each year/

If the SAC cannot achieve agreement over an issue, the Bargaining Unit recognizes the Director or designate's right to make a final decision. If in the opinion of the Bargaining Unit such a decision is a violation of the collective agreement, the Board recognizes the Bargaining Unit's right to grieve.

**L.D.1.7.2.2** In order to support the SAC in its performance of the duties listed above, the District 16 T/OT Chief Negotiator, or designate, shall be able to access Board data required for the role.

**L.D.1.8** Within the terms and conditions set out in this agreement, it is the responsibility of the principal subject to the approval of his/her Superintendent(s), to organize the school to best meet the educational needs of the students in that school.

## **L.D.2.0 POSITIONS OF RESPONSIBILITY**

All Positions of Responsibility (Subject Heads and Assistant Subject Heads) shall be as set out in this Section **L.D** of **this local** agreement.

### **L.D.2.1 Definitions and Qualifications for Appointment**

**L.D.2.1.1** Where a position title is used and not defined in this Agreement, the definition is as in Regulation 298 of the *Education Act*, any other relevant legislation and/or other Ministry of Education policies.

**L.D.2.1.2** A teacher appointed to the position of Subject Head shall hold Specialist or Honour Specialist qualifications in at least one of the subjects designated within the organizational unit to which the teacher is appointed.

**L.D.2.1.3** A teacher appointed to the position of Assistant Subject Head shall hold Specialist or Honour Specialist

qualifications in at least one of the subjects designated within the organizational unit to which the teacher is appointed.

## **L.D.2.2 Responsibilities of Subject Heads**

- L.D.2.2.1 The Subject Head will support program delivery for the purpose of promoting student achievement by:
- L.D.2.2.1.1 providing and modelling collaborative leadership in instruction and in the development, implementation, and review of curriculum and ensure that the subject groupings operates in accordance with the policies determined by the Ministry of Education and the York Region District School Board and the school within which the unit is located;
  - L.D.2.2.1.2 providing appropriate direct assistance and mentorship to the teachers of the subject groupings as needed;
  - L.D.2.2.1.3 assisting teachers in the development of best practices in the assessment and evaluation of students and report this information to students and parents;
  - L.D.2.2.1.4 monitoring the delivery of program and the achievement of students;
  - L.D.2.2.1.5 assisting teachers in developing positive professional relations and communications with students, parents, staff, the administration and other educational partners;
  - L.D.2.2.1.6 making recommendations to the principal regarding budget, equipment, facility and/or resource requirements;
  - L.D.2.2.1.7 encouraging and monitoring the inclusion of technology and technological applications in program delivery;
  - L.D.2.2.1.8 assisting the principal in establishing the school plan for continuous improvement;
  - L.D.2.2.1.9 ensuring that the priorities of the subject grouping and program team are compatible with and supportive of the school plan for continuous improvement;
  - L.D.2.2.1.10 supporting teachers with the implementation of cross-curricular goals as outlined in the School Plan for Continuous Improvement;
  - L.D.2.2.1.11 perform other leadership duties as directed by the Principal of the school in accordance with the *Education Act* and the *Regulations*.
- L.D.2.2.2 Subject Heads shall not perform any aspect of a performance evaluation on another teacher.

## **L.D.2.3 Responsibilities of Assistant Subject Heads**

- L.D.2.3.1 The Assistant Subject Head shall assist the Subject Head in the performance of the duties referenced in Article L.D.2.2.

## **L.D.2.4 Positions of Responsibility Structure**

- L.D.2.4.1 The Board agrees to the following Program Teams and names of Subject Groupings, and that the following subject groupings will have headships in those schools where the program is offered:

8 Program Teams	20 Subject Heads' Groupings
1. Arts	Drama and Music and Visual Arts
2. Career Studies	Community-Based Education and Guidance/Careers
3. Communications	English and ESL and Languages and Library
4. Human Growth and Development	Family Studies and Health and Physical Education
5. Information and Applied Technology	Business Studies and Computer Studies and Technological Studies



6. Pure and Applied Sciences	Mathematics and Science
7. Personalized Services	Personalized Alternative and Special Education
8. Social Sciences	Geography and History

Business Studies  
 Community Based Education  
 Computer Studies  
 Drama  
 English  
 English as a Second Language  
 Family Studies  
 Geography  
 Guidance/Career Education  
 Health and Physical Education  
 History  
 International Languages  
 Mathematics  
 Music  
 Personalized Alternative Education  
 Resource Support Services/Library  
 Science  
 Special Education  
 Technological Studies  
 Visual Arts

- L.D.2.4.2** In those schools with fewer than six (6) sections of a particular subject, the sections will be the responsibility of the other subject head in the Program Team and the sections will be included in the section count for the POR allowance.
- When a subject grouping has fewer than 6 sections and more than 2 subject groupings in the program team, the SAC shall decide which subject head within the Program Team will get credit for and assume responsibility for these sections. These sections will be included in the section count for the POR allowance.
- L.D.2.4.2.1** Notwithstanding the above, for the first two years of a new school, all subject groupings with a minimum of four (4) sections will have a Subject Head whose level will be at least level two.
- L.D.2.4.3** For the purposes of determining Levels for Special Education as per **L.B.4.3**:
- i) all Special Education self-contained classes, all Learning Strategy credit classes and all in-class resourcing classes shall apply;
  - ii) all gifted classes on a rotary timetable shall count as being in the subject area as listed in **L.D.2.4.1**.
- L.D.2.4.4.1** For the purposes of determining Levels for Alternative Education as per **L.B.4.3**, all Personalized Alternative Education classes including Community Based Education classes, which are part of the Alternative Education program, shall apply.
- L.D.2.4.4.2** For the purposes of determining Levels for Guidance/Career Education as per **L.B.4.3**, all Guidance, and Career Education sections including counselling and credit bearing shall apply.
- L.D.2.4.4.3** For the purposes of determining Levels for Community Based Education as per **L.B.4.3**, all Community Based Education sections including out-of school sections and in-school sections, as determined by the SAC, for which the Community Based Education subject is responsible shall apply.
- L.D.2.4.5** No teacher shall hold more than one position of responsibility at any one time, and no position shall be shared.
- L.D.2.5 Implementation**
- L.D.2.5.1** Only teachers as defined in **L.A.4.6** shall be selected for an appointment to a position of responsibility,

which shall be the exclusive right of the Board. Where for a continuing period of time of at least three months an individual is required by the Board through its duly authorized representative to perform the functions or fulfil the requirements of Subject Head and/or Assistant Subject Head as set out above, the Board shall make appointments in accordance with the conditions of this agreement. A candidate presently employed by the Board shall be given preference over any candidate of equal qualifications and ability not employed by the Board.

- L.D.2.5.2 Only teachers who have a full-time teaching assignment at the secondary level will be eligible to hold positions of responsibility. Exceptions will be made if a teacher is requested by the Board to teach for a fraction of his/her time in the elementary panel or teachers released under L.D.3.1 or L.D.3.2 for half-time or less or at the discretion of the Director or designate. Any other exceptions to this shall be approved by the Staffing Advisory Committee.
- L.D.2.5.2.1 Subject Heads must have 50% or more of their timetable in the subject for which the Head is responsible. The timetable will include a minimum of one section per semester in this subject.
- Any exceptions to this shall be approved by the Staffing Advisory Committee.
- L.D.2.5.3 The Board agrees to consult with OSSTF District 16 T/OT BU prior to the creation of any new position of responsibility. If the compensation cannot be agreed upon by the Board and District 16, then the issue as to compensation may be submitted as a grievance to arbitration in accordance with this collective agreement.
- L.D.2.5.4 All Subject Head and Assistant Subject Head positions are for a four-year term.
- L.D.2.5.5 An incumbent may re-apply for a position of responsibility at the end of a four-year term.
- L.D.2.5.6 The term of appointment may be less than four years in the event that the Subject Head or the Assistant Subject Head does not perform his or her duties as outlined in L.D.2.2 and L.D.2.3 at an acceptable level.
- L.D.2.5.7 If an incumbent Subject Head or Assistant Subject Head within a school re-applies for a position of responsibility at the end of his/her term, the incumbent shall be given preference over any other candidate of equal qualification and ability for the position previously held by him or by her. This clause does not apply to teachers holding an Interim Position of Responsibility.
- L.D.2.5.8 Any leave taken during the term of the position will be considered as part of the term of the position.
- L.D.2.5.8.1 The maximum length of time allowed under L.D.2.5.8 shall be two consecutive years.
- L.D.2.6 Interim Positions of Responsibility**
- L.D.2.6.1 A position of responsibility which becomes vacant for a period of one school year or less will be filled on an interim basis. The timelines in Article L.D.2.5.1 shall apply.
- L.D.2.6.2 Interim appointments shall be made to fill a vacancy which is created by the Board's granting a leave to a teacher holding a position of responsibility and shall be for a period not exceeding one school year or the duration of the leave, whichever is less.
- L.D.2.6.3 Interim appointments shall be made to fill a vacancy that occurs or exists after July 1. Such appointments shall be for the duration of the school year.
- L.D.2.6.4 An interim position of responsibility shall be made to fill a vacancy created by a teacher temporarily vacating his/her position of responsibility for the purpose of filling another position of responsibility on an interim basis for one school year or less.
- L.D.2.6.5 A teacher may temporarily vacate his/her position of responsibility for the purpose of assuming other teaching duties with the Board for a period of one year or less. The vacated position of responsibility shall be filled on an interim basis.
- L.D.2.6.6 After having completed an interim position of responsibility, teachers shall return to their original schools, subject groupings and positions.

- L.D.2.6.7 Only teachers as defined in L.A.4.6 shall be eligible to hold an interim appointment.
- L.D.2.6.7.1 Notwithstanding L.D.2.6.7, Long-Term Occasional teachers will not be eligible for interim positions of responsibility without prior approval of the SAC.
- L.D.2.7 Acting Positions of Responsibility**
- L.D.2.7.1 An Acting Subject Head or an Acting Assistant Subject Head is a teacher who has been appointed by the Board to carry out the duties of the position but is not qualified under L.D.2.1.2 or L.D.2.1.3 respectively of **Part B - section L.D of this local agreement**.
- L.D.2.7.2 All Acting appointments will be for no more than one year but may be renewed for one additional year.
- L.D.2.7.3 Acting appointments will be considered for renewal only upon the teacher providing proof to the Board that he/she is enrolled in an appropriate program and is in the process of obtaining the required qualifications.
- L.D.2.7.3.1 Notwithstanding L.D.2.7.2 and L.D.2.7.3, the position of responsibility shall be posted during the annual staffing cycle.
- L.D.2.7.4 Time in an Acting Position of Responsibility does not count toward the four (4) year term referenced in Article L.D.2.5.4.
- L.D.2.8 Safety Responsibilities**
- L.D.2.8.1 Subject Heads of Visual Arts, Science, Family Studies, Technological Studies, and Physical Education, in keeping with their unique health and safety responsibilities related to article L.D.2.2.1.1, will be allocated the equivalent of one (1) day per semester to maintain the health and safety standards expected within their subject groupings. Scheduling of this time shall be approved by the Principal.
- L.D.3.0 FEDERATION LEAVES**
- L.D.3.1 The total number of teachers available under L.D.1.1 shall be allocated to the secondary schools with the exception of 2.33 teachers, who shall be released from teaching duties. One teacher shall be the President of OSSTF District 16 T/OT BU. The remaining 1.33 teachers shall be released for duties specified by the District 16 OSSTF T/OT Executive.
- L.D.3.2 The Board agrees to release the equivalent of a one-half timetable for a member of the District 16 T/OT Negotiating Team, at District 16 expense, for the school year covered by this agreement. The District agrees to communicate to the Board by June 15 of each school year, the name of the teacher to be so released for the following school year.
- L.D.3.3 The Board agrees to the loan of service, at District 16 expense, of a teacher appointed by the District 16 Executive to serve as the District Executive Officer. The District agrees to communicate to the Board, by June 15 of each school year, the name of the teacher to be so released for the following school year.
- L.D.3.3.1 The Board agrees that a teacher on loan of service to District 16 as the District Executive Officer shall be paid at the rate of Group 4 Maximum plus the allowance of a Level 5 Subject Head.
- L.D.3.3.2 The Board agrees that a teacher on loan of service to District 16 as the District Executive Officer shall continue to receive **Sick Leave / Short Term Disability Program allocations as per C9.00 of Part A (Central Agreement)**.
- L.D.3.3.3 At the request of District 16 T/OT BU, the Board shall excuse from teaching duties up to five (5) members of the District designated as negotiators for the District. The Board shall release these representatives for negotiating meetings as required by the *Ontario Labour Relations Act*, with the Board, up to a maximum of twenty-five (25) school days per year on aggregate with pay and teaching experience.
- L.D.3.3.4 At the request of District 16 T/OT BU, the Board shall excuse from teaching duties on an occasional basis such additional members of District 16 as are necessary to carry out the administration of this

Agreement or for District 16 business. These leaves shall be subject to the prior approval of the appropriate Supervisory Officer. Such approval will not be unreasonably withheld. District 16 shall reimburse the Board with respect to any replacement costs incurred.

- L.D.3.3.5** The Board agrees that the President of OSSTF District 16 T/OT BU shall be paid at the same rate as if he/she were teaching plus an amount equal to the difference between his/her grid salary and Group 4 maximum plus a Curriculum Coordinator's allowance or an equal amount to the highest pay of any D16 T/OT member, whichever is greater, where applicable. This is exclusive of any salary beyond grid, degree and responsibility allowance. This latter amount as well as any increase in insured employee benefits associated with this difference will be at District 16 expense. This article only applies for the school year in which the majority of the President's term falls.
- L.D.3.3.6** Notwithstanding **L.D.3.3.1** and **L.D.3.3.5**, the Board agrees that teachers referenced in **L.D.3.1** will receive their full salary including any applicable allowances at the time of the leave and all other rights and privileges under this collective agreement.
- L.D.3.4.1** A teacher elected to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay for the total duration of office held but not to exceed two years. Additional requests for leave for the total duration of office held, provided the teacher notifies the Board by April 1<sup>st</sup> of each school year of the need for the leave, shall not be unreasonably denied.
- L.D.3.4.2** A teacher appointed to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay for any period of time during which the teacher holds the position on a non-permanent basis for a period not to exceed two years. Additional requests for leave on a year-by-year basis provided the teacher notifies the Board by April 1<sup>st</sup> of each school year of the need for the leave shall not be unreasonably denied.
- L.D.3.4.3** Teachers on leaves as described in **L.D.3.4.1** and **L.D.3.4.2** shall continue to accumulate service for the purposes of seniority, but shall not receive experience on the salary grid.
- L.D.3.4.4** Teachers on such leave shall be eligible to continue participation in the employee benefits in which the teacher was enrolled prior to taking leave, provided the teacher contributes one hundred percent (100%) of the premium cost.
- L.D.3.4.5.1** Following the teacher's return to duty, the teacher shall be guaranteed the same position at the same school, provided the leave is for two years or less. Exceptions to this may be referred to SAC for decision.
- L.D.3.4.5.2** If the leave is for more than two years, and the exception identified in **L.D.3.4.5.1** is not applied, the teacher shall be guaranteed a position with the Board. Should a position, for which the teacher is qualified, be available in the school from which the teacher came, beyond the two year period, the board will facilitate the teacher's return.

**L.D.4.0      TEMPORARY ADMINISTRATIVE ASSIGNMENTS AND LEADERSHIP PERIODS**

- L.D.4.1** The parties agree that a teacher may assume the administrative duties of a principal or vice-principal on a temporary or scheduled basis for not more than one year.
- L.D.4.1.2      Short Term Temporary Administrative Assignments – Up to 16 Days**
- L.D.4.1.2.1** The Board may assign a teacher, from a designated list of interested teachers and with the teacher's consent, the administrative duties of a principal or vice-principal on a short term, temporary basis for up to sixteen (16) days.
- L.D.4.1.2.2** The teacher will continue to be a member of the bargaining unit and subject to all the terms and conditions including dues deduction of the collective agreement.
- L.D.4.1.2.3** The teacher will be paid an honorarium of \$20 per day or portion thereof above his/her regular pay.
- L.D.4.1.2.4** The performance of a teacher performing a short term temporary administrative assignment shall not be used as part of the teacher's performance appraisal.

- L.D.4.1.2.5 The teacher shall not perform or provide advice related to any personnel matter or performance appraisal of another teacher in the bargaining unit.
- L.D.4.1.2.6 The Board agrees to hire an occasional teacher to cover the teaching assignment of a teacher performing this role.
- L.D.4.1.2.7 The duration of this assignment may be extended at the request of the Board and with the written agreement of the teacher and bargaining unit.
- L.D.4.2 Timetabled Leadership Periods**
- L.D.4.2.1 The Board may assign a teacher, from a designated list and with the teacher's consent, the administrative duties of a principal or vice-principal as timetabled leadership periods paid for from the administrative funding component.
- L.D.4.2.2 The teacher will continue to be a member of the bargaining unit and be subject to all the terms and conditions, including dues deduction, of the collective agreement.
- L.D.4.2.3 Timetabled leadership periods shall be considered part of the teacher's regular pay.
- L.D.4.2.4 When acting in the capacity of a teacher outlined in L.D.4.1.2, the teacher will be paid an honorarium as per L.D.4.1.2.3 above his/her regular pay.
- L.D.4.2.5 The performance of a teacher during a timetabled leadership period shall not be used as part of the teacher's performance appraisal.
- L.D.4.2.6 The teacher shall not perform or provide advice related to any personnel matter or performance appraisal of another teacher in the bargaining unit.
- L.D.4.3 Long Term Temporary Administrative Assignments – 16 Days or More**
- L.D.4.3.1 The Board may assign a teacher, with the teacher's consent, the administrative duties of a principal or vice-principal on a temporary basis for more than sixteen days and not more than one year.
- L.D.4.3.2 The teacher shall hold Principal's qualifications under the *Education Act and Regulations*.
- L.D.4.3.3 The teacher shall not be part of the bargaining unit while on a long term, temporary administrative assignment.
- L.D.4.3.4 Notwithstanding Article L.D.7.2, the teacher shall not accrue seniority while on a long term, temporary administrative assignment but shall accrue experience on the teaching grid during such an assignment.
- L.D.4.3.5 At the completion of the assignment the teacher may return to the bargaining unit to the same school as s/he was a teacher. The teacher will be deemed to have been on a leave from the bargaining unit and all benefits shall be restored, save the seniority for the time while on a long term temporary administrative assignment.
- L.D.4.3.6 The teacher will be paid according to the Board's compensation package for administrators.
- L.D.4.3.7 The performance of a teacher performing a long term, temporary administrative assignment shall not be used as part of the teacher's performance appraisal.
- L.D.4.3.8 The teacher shall not perform or provide advice related to any personnel matter or performance appraisal of another teacher in the bargaining unit.
- L.D.4.3.9 The Board agrees to hire an occasional teacher to cover the teaching assignment for a teacher performing this role.
- L.D.4.4 General**
- L.D.4.4.1 The Board agrees that it will indemnify and hold harmless any teacher acting in good faith fulfilling the

Short Term or Long Term Temporary Administrative Assignments or Timetabled Leadership Periods as set out above (L.D.4.0).

## **L.D.5.0 PART-TIME TEACHERS**

L.D.5.1.1 Teachers who are employed on a contractual basis for less than a full day shall be informed of the fraction of the day applicable for the following school year not later than the 31<sup>st</sup> of May, but this fraction may be changed at any time by mutual consent of the District 16 T/OT Chief Negotiator or designate and the appropriate Supervisory Officer.

L.D.5.1.2 The remuneration of the part-time teacher engaged on a contractual basis shall be based on the percentages as established in Articles L.B.3.2, L.B.3.2.1, L.B.3.2.2 and L.B.3.2.3. Any additional workload of the part-time teacher shall be calculated in accordance with Articles L.B.3.2, L.B.3.2.1, L.B.3.2.2 and L.B.3.2.3.

L.D.5.2 Subject to the principal's discretion, part-time teachers shall normally attend all school and staff meetings on the same basis as full-time teachers. Part time teachers shall participate in professional activity days for their regular daily working hours, and are invited to attend for the balance of the day on a voluntary basis and without additional pay. On such days as the part time teacher is directed in writing by the Board to attend for the full day, the teacher shall be paid for a full 1.0 FTE teaching day.

### **L.D.5.3 Part-Time to Full-Time**

L.D.5.3.1 A teacher who has been teaching part-time during the term of this agreement shall notify his/her principal in writing prior to March 1 if he/she wishes to be assigned to full-time teaching in the next school year, subject to L.D.7.0.

L.D.5.3.2 Having fulfilled the requirement of L.D.5.3.1, the part-time teacher shall be offered a full-time position for which he/she is qualified:

- a) prior to the placement of newly hired teachers;
- b) after system surplus teachers are placed; and
- c) provided that the move from part-time to full-time does not directly create a surplus or redundant position at the school; and
- d) provided there are no teachers subject to L.D.7.4.4.2.

L.D.5.3.3.1 Whenever permanent contract vacant sections become available and having fulfilled the requirements of L.D.5.3.1, the part-time teacher shall be offered additional sections for which he/she is qualified to increase his/her assignment in order of seniority and subject to the same conditions as described in L.D.5.3.2.

L.D.5.3.3.2 Any remaining permanent contract vacant sections will be posted for part-time teachers in other schools whose assignment in the current school year is only for the opposite semester. Where a teacher receives an increase, the teacher will remain the responsibility of the originating school (in either semester) for the subsequent staffing cycle and they will retain their new FTE status. Only after these two steps will vacancies be posted for new contract hiring.

### **L.D.5.4 Full-Time to Part-Time**

L.D.5.4.1 A full-time teacher who, prior to March 1, requests to teach part-time commencing the following school year may be granted the request to teach part-time provided that, in the opinion of the Director or his/her designate, the position created by the reduction from full-time to part-time can be filled by a qualified teacher and the number of positions to be held by part-time teachers to teach in the same school and/or the system is not a financial or staffing burden to the Board.

## **L.D.6.0 DISABILITY MANAGEMENT**

L.D.6.1 There shall be a Disability Management Program Committee (DMPC) and a Disability Management Program Team (DMPT) composed of the Board's Disability Management Case Manager or designate and District 16's District Executive Officer (DEO) or designate.

L.D.6.2 The DMPT shall administer the Disability Management Program in order to assist teachers with a medical disability to return to work or to remain at work.

**L.D.6.3** In order for any accommodation, including voluntary assignments, to occur to a teacher's working conditions due to a medical disability, the accommodation must meet the criteria established by the DMPT and the DMPC.

**L.D.6.3.1** In order for any accommodation, including voluntary assignments, to occur to a teacher's working conditions due to a medical disability, the teacher must meet the criteria established by the DMPT and the DMPC.

**L.D.6.4** The DMPT shall report and make recommendations to the DMPC as the need arises.

## **L.D.7.0 SENIORITY, TRANSFER, SURPLUS, REDUNDANCY AND RECALL PROCEDURES**

### **L.D.7.1 Definitions**

**L.D.7.1.1** A 'Vacancy' is an unfilled secondary staff position within the Board that exists or will exist for the ensuing school year.

For the purposes of **L.D.7**, a "qualified" teacher and "qualifications" refer to definitions contained in Regulation 298 and Ontario Regulation 176/10.

**L.D.7.1.2.1** The Board may offer to teachers a "Voluntary Relocation" to a position at another school. The Voluntary Relocation must be made by mutual consent of the teacher, the principal of the originating school, the principal of the receiving school, the District 16 T/OT Chief Negotiator or designate and the appropriate supervisory officer(s) and may occur any time during a school year.

**L.D.7.1.2.2** The Board may offer to teachers a "Voluntary Temporary Transfer" at any time during the school year. The duration of such transfer shall not extend beyond the school year in which the transfer is approved. Such transfer shall only be used for the purpose of balancing staffing allocations system-wide. Teachers who volunteer must possess the necessary qualifications to meet the program needs in the receiving school. At the end of the transfer, the teacher shall return to the originating school and be subject to the provisions of article **L.D.7.0**. The "Voluntary Temporary Transfer" shall be subject to the agreement of the teacher(s) and the approval of the principals, the District 16 T/OT Chief Negotiator, or designate, and the appropriate supervisory officer(s).

**L.D.7.1.3** A "Surplus Teacher" is a Bargaining Unit member who has been identified first by seniority and secondly by qualifications as being in excess of the staffing requirements of a particular school for the ensuing year.

**L.D.7.1.4** A "Redundant Teacher" is a Bargaining Unit member who has been identified by seniority as being in excess of the staffing requirements of the Board for the ensuing school year.

**L.D.7.1.5** The Staffing Advisory Committee, for the purpose of seniority, transfer, surplus, redundancy and recall procedures, shall monitor all school decisions.

**L.D.7.1.6** During the normal staffing cycle where a vacancy occurs for a position in the Board for which a member of District 16 T/OT is qualified, the Board shall post the vacancy as per the regional staffing timelines on the board's internal website, accessible to every member for a reasonable length of time but no less than three (3) work days before the deadline for the applications for the position.

### **L.D.7.2 Seniority**

**L.D.7.2.1** By March 1st of each year, the Board shall have developed a list(s) of all Bargaining Unit members employed by the Board as of the end of the first week of second semester of the same year in order of their acquired seniority.

**L.D.7.2.2.1** For teachers hired before September 1, 2003 as secondary teachers, seniority shall be the length of total elementary and secondary continuous service with the Board or predecessor Boards from the first day worked after being hired. For teachers hired on or after September 1, 2003 as secondary teachers, seniority shall be the length of continuous teaching service with the Board as a Bargaining Unit member from the first day worked after being hired.

Teachers in schools with a modified school year shall have the first day worked in all other YRDSB

schools using the regular school year calendar deemed to be their first day worked.

- L.D.7.2.2.2 For the purpose of establishing seniority, part-time teachers shall be treated as full-time teachers.
- L.D.7.2.2.3 For the purpose of establishing seniority, any approved absence shall not be considered an interruption of continuous service.
- L.D.7.2.3 Separate seniority lists shall be established for regular day school teachers and occasional teachers.
- L.D.7.2.4 Seniority list(s) shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
- L.D.7.2.4.1 The Board-wide seniority list(s) shall be posted in all secondary schools and other worksites where Bargaining Unit members are employed. Copies will be forwarded to the President of the Bargaining Unit no later than March 15 of each school year.
- L.D.7.2.4.2 Errors in the calculation of a member's seniority shall be brought to the attention of the Board by the member within thirty (30) work days, commencing upon the posting of the seniority list in the school, or the list shall be deemed correct.
- L.D.7.2.5 For regular day school teachers, in the event that a tie in rank ordering occurs based on the first day of work, the following criteria shall be used to break the tie:
- (a) The tie breaker will be the date on the principal's recommend to hire notice if both teachers have one.
  - (b) If after (a) there is a tie, the tie breaker will be the total years of teaching experience with the Board and its predecessor Boards as per Article L.D.7.2.3 including LTO experience.
  - (c) If after (b) there is a tie, the tie breaker will be the total years of teaching experience in Ontario, including LTO experience.
- L.D.7.2.6.1 If after all of the steps in L.D.7.2.6 there is still a tie, then the tie shall be broken by a lot conducted by the Director or designate and the Bargaining Unit President or their designates. Once this order is established subject to L.D.7.2.5.2, it may not be changed for the staffing cycle for which it was created.
- L.D.7.2.6.2 All tie-breaking procedures must take place and teachers involved in a tie informed of the resulting order in a timely fashion in accordance with the staffing timelines.
- L.D.7.3 Transfers and Exchanges**
- L.D.7.3.1 All teachers are eligible to apply for transfer in the annual staffing cycle.
- L.D.7.3.2 Before the first Vacancy List is posted in the annual spring staffing cycle, all teachers shall be informed of the Subject Group(s) to which they have been tentatively assigned for the coming school year, recognizing that this assignment is subject to change.
- L.D.7.3.3 Requests for transfers shall be used in conjunction with surplus procedures to fulfil the requirements of Articles L.D.1.1.7.1.1, and L.D.1.1.7.1.4 of **Part B - section L.D** of **this local agreement**.
- L.D.7.3.4 A teacher who requests a transfer to the elementary panel and whose request is approved by the Board shall no longer be considered a member of OSSTF.
- L.D.7.3.4.1 A secondary teacher who is granted an exchange with a teacher in the elementary panel shall be considered on an approved absence from the bargaining unit. The exchange shall be for a period of up to two (2) years. After the exchange, the teacher shall have the right to return to the same school and the same position subject to the conditions of Section L.D.7.0 of this Agreement.
- L.D.7.3.5.1 A secondary teacher may be granted an exchange with a secondary teacher from another secondary school for the purpose of professional growth. The exchange must be made by mutual consent of the teachers, the approval of the principals of both schools, the approval of the District 16 T/OT Chief Negotiator or designate and the approval of the appropriate supervisory officer(s).



- L.D.7.3.5.2** The exchange shall be for a period of up to one (1) year. After the exchange, the teachers shall have the right to return to the same school and the same position subject to the conditions of Section L.D.7.0 of **Part B - section L.D** of **this local agreement**.
- L.D.7.3.5.3** Teachers who wish to be considered for exchange must inform their principal and Superintendent of Schools commencing on February 1, and continuing to the date established by the Staffing Advisory Committee, in the school year immediately prior to the school year for which the exchange shall be effective.
- L.D.7.3.5.4** No exchanges shall be approved until surplus declarations have been completed for the staffing cycle. Any teacher declared surplus shall not be eligible to participate in an exchange during the cycle in which they are surplus. No exchange will be approved that will result in a surplus situation, either for the teachers involved in the exchange or other teachers in the schools from which the exchange teachers are being drawn.
- L.D.7.3.5.5** All teachers who are approved for exchanges shall be informed by their Superintendent of Schools no later than June 1 of the current school year. If circumstances warrant, the June 1 date for notification may be altered by mutual consent of the Board and District 16 T/OT BU.
- L.D.7.3.5.6** For the purposes of surplus declaration during the year of the exchange, any teacher on an exchange as defined in L.D.7.3.5.1 will be the responsibility of the originating school.
- L.D.7.3.5.7** The exchange may be renewed for a second year provided there is continued mutual consent of the teachers and the approval of the parties outlined in L.D.7.3.5.1 and the requirements of articles L.D.7.3.5.2 to L.D.7.3.5.6 are satisfied.
- L.D.7.4 Surplus to School Declaration**
- L.D.7.4.1** Should transfers as per Section L.D.7.3 not satisfy the requirements of Article L.D.1.1.7.1.1 and L.D.1.1.7.4 based on projected enrolment, the following sequential steps will be used to identify and place the teachers who are to be declared surplus.
- L.D.7.4.1.1** The least senior teacher, as determined by Section L.D.7.2, shall be declared surplus provided that the teacher's assignment, in the opinion of the Principal and the Superintendent of Schools, can be filled satisfactorily by another qualified teacher at the school.
- L.D.7.4.1.2** In secondary schools, the above guidelines may be applied within subject groupings.
- L.D.7.4.2** Bargaining Unit members on any approved leave or on lay-off are the responsibility of the originating school.
- L.D.7.4.3** A principal shall notify in writing a Bargaining Unit member who is to be declared surplus for the next school year no later than May 15 of the current school year, such notification to be preceded by an interview with the member. If circumstances warrant, the May 15 date for notification may be altered by mutual consent of the Board and District 16 T/OT BU.
- L.D.7.4.4** Any teacher declared surplus shall be given the option of either a position in another school to teach his/her area(s) of qualification or a position in another school to teach other subjects or in other divisions in accordance with the Regulations.
- L.D.7.4.4.1.1** If one position in L.D.7.4.4. is available, the teacher shall accept that assignment.
- L.D.7.4.4.1.2** If two positions in L.D.7.4.4. are available, the teacher shall accept one of the two positions offered.
- L.D.7.4.4.1.3** If more than two positions are available in L.D.7.4.4, the teacher shall have the right of refusal for the first two offers. The third such offer is deemed to be a directive for employment by the Board
- L.D.7.4.4.1.4** Should the teacher refuse the placement under L.D.7.4.4.1.1, L.D.7.4.4.1.2 or L.D.7.4.4.1.3., the Board is absolved of any further employment obligations.
- L.D.7.4.4.2** A teacher declared surplus under L.D.7.4.3 may be offered a partial timetable in his/her present school.

Acceptance of such partial timetable by the teacher will absolve the Board of the requirement to provide any of the options described above for that school year. If the teacher accepts such a timetable, he/she shall be offered a full timetable in the event that one becomes available, in the school from which the teacher was declared surplus, which is suitable to the teacher's qualifications. This obligation to offer such a position shall be binding for two (2) years from the date the teacher accepts the partial timetable.

- L.D.7.4.4.3** If options in **L.D.7.4.4**, **L.D.7.4.4.1.1**, **L.D.7.4.4.1.2.**, **L.D.7.4.4.1.3.** and **L.D.7.4.4.2** are unavailable, the teacher may be offered a position in the elementary panel providing that such position exists, and providing that surplus qualified elementary teachers have been given preference in filling the position.
- L.D.7.4.4.4** A teacher who has been declared surplus and has not been placed in accordance with the above articles shall be given a permanent alternative assignment at full regular salary and benefits for no more than two years if he/she has had 5 or more years' service with the Board and for no more than one year if he/she has had fewer than five years' service with the Board. If a vacant position becomes available for which the teacher is qualified, the teacher shall be placed in that position. Teachers will accrue experience credit during the term of the permanent alternative assignment.
- L.D.7.4.4.5** In exceptional cases, on the recommendation of the Director, the Board may grant a leave for the purpose of retraining to qualify for another teaching position with the Board. Teachers will maintain their seniority during the term of this leave.
- L.D.7.4.4.6** If a suitable position arises within two (2) years in the school from which the teacher has been declared surplus, that teacher shall be offered the position provided that the teacher indicates in writing interest in such a position during the school year in which the teacher was declared surplus. If the teacher declared surplus is offered a position at the original school and declines the offer, the provisions of this article shall no longer apply.

**L.D.7.4.5** Teachers who are in positions of responsibility shall be protected from being declared surplus. This shall not apply to those who are performing the role in an Interim or Acting capacity as per **L.D.2.6** or **L.D.2.7**.

**L.D.7.4.6** In order to facilitate the staffing process, known vacancies for positions of responsibility shall be filled by May 1 of each year.

#### **L.D.7.5 Redundancy (Lay-Offs)**

The Board agrees not to lay off a teacher until all of the above provisions have been met.

**L.D.7.5.1** Should a reduction in staff result in redundancies, Bargaining Unit members who are least senior as defined in Section **L.D.7.2** shall be informed in writing by the Board no later than June 15 that they are redundant. Reductions in staff shall start at the bottom of the seniority list with the least senior Bargaining Unit member and proceed up the ranked list.

**L.D.7.5.2** The number of Bargaining Unit members declared redundant by the Board shall not exceed the total reduction of staff based on the provisions of Article **L.D.1.1.7.1.1**, and **L.D.1.1.7.1.4** using projected enrolments within a tolerance of one half of one per cent.

**L.D.7.5.3** The President of the Bargaining Unit or his/her designate shall be provided with all relevant information prior to the declaration of redundancy declarations and with the names of all redundant teachers.

**L.D.7.5.4** The Board in consultation with District 16 T/OT BU shall determine displacements and consequent staffing adjustments. The number of displacements shall be kept to a minimum.

**L.D.7.5.5** A teacher may elect in writing to refuse to displace another teacher and be placed on the recall list.

**L.D.7.5.6** Teachers who are in positions of responsibility shall be protected from being declared redundant.

#### **L.D.7.6 Recall**

**L.D.7.6.1** The Board shall establish and maintain a recall list of all Bargaining Unit members declared redundant.

**L.D.7.6.2** Bargaining Unit members who have been declared redundant shall be recalled to staff complement vacancies based on seniority and be reinstated for up to a maximum of two (2) years after being

declared redundant. During the recall process, preference will be given to seniority if qualifications are equal.

- L.D.7.6.3 Redundant members shall be entitled to continue to be enrolled in benefit plans in which the members were enrolled immediately prior to being declared redundant, with the teacher paying the full cost of premiums annually in advance for up to a maximum of two (2) years after being declared redundant. If the teacher is recalled, the pre paid premiums will be refunded on a pro-rated basis.
- L.D.7.6.4 Bargaining Unit members who are eligible for recall shall file with the Board their most recent address and telephone number.
- L.D.7.6.5 When a position becomes available, the Board shall contact the teacher being recalled by telephone and shall offer the position by registered mail. The Board must make every reasonable effort to contact the teacher.
- L.D.7.6.6 A teacher has the right to refuse two (2) recalls to a position offered by the Board based on travel considerations without prejudice to the member's recall rights. Upon the third refusal, the teacher shall be removed from the list.
- L.D.7.6.7 No external hiring or transfers from the elementary panel shall take place until positions have been offered to redundant Bargaining Unit members as per Article L.D.7.6.2.
- L.D.7.6.8 Subject to the application of L.F.7.9.1.1 and L.F.7.9.1.2, and the seniority provisions of L.F.8.0, a teacher who is declared redundant will be considered for a position on the secondary Occasional Teacher list without prejudice to the member's recall rights.

#### **L.D.8.0 REORGANIZATION OF SCHOOLS**

- L.D.8.1.1 In the reorganization of any school, the Board through normal channels shall consult the staff of the school prior to any planning of the form of the reorganization and shall consult the staff again when a proposed structure has been formulated.
- L.D.8.1.2 District 16 T/OT BU will be given an opportunity to comment at this stage.
- L.D.8.2 Any teacher holding an appointment and who is not accommodated in the reorganization will be given an opportunity to transfer to another school if a vacancy for which he/she is qualified exists.

#### **L.D.9.0 TERM APPOINTMENTS**

- L.D.9.1 All teachers who are appointed or who are presently on a term position as Curriculum Consultants, Special Education Consultants and Curriculum Coordinators as defined in Articles L.A.4.7, and L.A.4.8 shall be subject to the following:
  - L.D.9.1.1 the term may be renewed subject to the discretion of the Director or his/her designate.
  - L.D.9.2 Notwithstanding the above, the term of original appointment and/or renewal may be less than the agreed upon time if the teacher:
    - L.D.9.2.1 voluntarily relinquishes the position;
    - L.D.9.2.2 has an unsatisfactory performance review and has the recommendation of the Director or his/her designate to terminate the appointment;
    - L.D.9.2.3 has been given one year's notice by the Board that the position currently being held by the teacher shall cease to exist;
    - L.D.9.2.4 is no longer entitled to release from teaching duties under L.D.3.0.
- L.D.9.3 A teacher who holds a term position and whose term is not renewed or whose term is shortened for reasons stated in L.D.9.2 shall return to the position level held prior to the appointment.
- L.D.9.4 If no such position is available, the teacher shall receive a salary as if such a position were held and

shall be placed in any position by the Board for which the teacher is qualified according to the Act and regulations.

- L.D.9.5 The Teacher(s) referred to in L.D.9.3 and L.D.9.4 shall be placed in a vacant position equivalent to the one held prior to the term appointment or in a lesser position if agreeable to the teacher and the Board.
- L.D.9.6 In implementing L.D.9.5 if there are more teachers available than vacant positions, such placements shall be given to the teachers with the greatest seniority with the Board and its predecessor Boards.
- L.D.9.7 The time limit for any teacher to be “on hold” to be placed in a former position level and to receive any allowance or different grid placement shall be two (2) years maximum.

## **SECTION L.E – OTHER WORKING CONDITIONS**

### **L.E.1.0 PHYSICAL ENVIRONMENT**

L.E.1.1 A teacher may request (in writing) the principal to investigate some aspect of the physical environment of his/ her school that is in his/her opinion a hazard to the physical well-being of students and/or staff. The principal, upon receipt of such request, shall immediately investigate the complaint and notify the teacher of his/her findings in writing within fourteen (14) working days.

L.E.1.2 No teacher shall be expected to perform duties normally carried out by non-teaching employees of the Board should such employees be involved in strike action against the Board.

### **L.E.2.0 WORKLOAD GUIDELINES**

L.E.2.1 The Staffing Advisory Committee referred to in L.D.1.7.1 shall co-ordinate the collection and validation of staffing allocation and teacher workload data. All data collected by the Board or by District 16 T/OT BU with respect to teacher workload shall be shared with this committee. In addition to the duties above and in L.D.1.7.2, the Staffing Advisory Committee shall meet each year to:

- L.E.2.1.1 review changes in existing practices with respect to terms of working conditions and employment;
- L.E.2.1.2 examine the effects in the terms and conditions of employment brought about by changes in legislation and/or regulations, and Ministry Policy and Program Memoranda.
- L.E.2.1.3 The committee shall report and make recommendations to the respective negotiating committees no later than April 1 of each school year.

### **L.E.2.2 Assigned Time and Preparation Time**

L.E.2.2.1 Each full-time teacher shall be assigned a maximum of 6.00 periods. Each full-time teacher may also be assigned up to the following maximum Alternative Professional Assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods or equivalent as outlined in Article L.E.2.2.1.1.  
Notwithstanding the above, the Memorandum of Agreement regarding the Modified School Year and Day, renewed by the parties on May 16, 2013, shall apply to the assigned time at Bill Crothers Secondary School.

L.E.2.2.1.1 Off-Site Alternative Education Teachers will be assigned up to the following maximum Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent:  
46 half periods

Community Based Education Teachers may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:  
24 half periods

Subject Heads for Community Based Education may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

	<b>Level 1 and 2 Heads</b>	<b>Level 3 Heads</b>	<b>Level 4 Heads</b>	<b>Level 5 Heads</b>
# of half periods	20	16	12	8

Subject Head may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

i) Level 1 and 2 Heads

42 half periods

ii) Level 3 Heads

38 half periods

iii) Level 4 Heads

34 half periods

iv) Level 5 Heads

30 half periods

All other teachers may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

46 half periods

**L.E.2.2.1.2** As per Articles **L.F.10.1.2.2** and **LF.10.1.2.3**, an APA served by an Occasional Teacher for an absent teacher will be credited to the absent teacher only after the first day of consecutive absences.

**L.E.2.2.2** Unless otherwise agreed to by the Board and the Bargaining Unit, no teacher in a semestered school, repertoire assignments excepted, shall normally be assigned more than 3.0 credit and/or credit equivalent periods in a semester. Exceptions will be determined as needed by the Staffing Advisory Committee.

**L.E.2.2.3** Unassigned time shall be available to the teacher for preparation and marking.

**L.E.2.2.4** Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes. The lunch break shall occur between the end of the first class and the beginning of the last class. Exceptions will be determined as needed by the Staffing Advisory Committee.

**L.E.2.2.5** The workload guidelines outlined above shall be pro-rated for part-time teachers according to the percentages in Article **L.B.3.2**.

**L.E.2.2.5.1** Where a part-time teacher is assigned two (2) periods in one (1) semester, every reasonable effort shall be made to assign those two (2) periods either in the morning or in the afternoon.

**L.E.2.2.6** No teacher shall be allocated assigned time over a continuous interval exceeding 3 periods, excluding travel time between periods.

**L.E.2.2.7** A teacher shall not be assigned more than one half-period of on calls or supervisions, in a day.

**L.E.2.2.8** Principals shall endeavour to ensure that no teacher be assigned to teach in more than two (2) subject groupings in any one semester.

**L.E.2.2.9** The Board will endeavour to inform all teachers of their tentative timetable for the coming school year, recognizing that this timetable is subject to change.

### **L.E.2.3 Opening of New Schools**

**L.E.2.3.1** Where a teacher is selected for a position of responsibility for a new school prior to the opening of the new school, such teacher, upon the approval of the principal of the new school and the Superintendent of Schools for that Area, may have an allowance approved for such teacher to perform duties necessary and relevant to the position of responsibility prior to the opening of the new school. Such allowance if approved shall be forty percent (40%) of the allowance of a Level 5 Subject Head effective from the date of appointment to the date of the actual opening of the school. Those appointed after the beginning of the semester preceding the opening of the school shall have their allowance pro-rated.

L.E.2.3.2 In the first year of operation and thereafter, the positions of responsibility in a new school shall be calculated as per Section L.D.2.0.

### L.E.3.0 CLASS SIZE PROVISIONS

L.E.3.1 The SAC shall be responsible for defining and implementing the SAC Workload Protocol including class size guidelines and specifying the courses and parameters related to the Program/Facility Based category.

L.E.3.2 The Board and OSSTF agree to the following the maximum class sizes.

Regular Ministry Course Type  Category	Maximum Class Size
Academic	29
Applied	22
College	28
Locally Developed	16
Open	28
University	30
University / College	30
Workplace	20
Program / Facility Based Category	SAC Determined

L.E.3.3 All divisors used for staffing allocations shall be determined by the SAC.

L.E.3.4 Individual classes may not exceed the maxima outlined in L.E.3.2 and the current SAC Workload Protocol.

L.E.3.4.1 Notwithstanding L.E.3.4 the SAC may establish protocols for exceptions to the maxima outlined in L.E.3.2 and the current SAC Workload Protocol.

L.E.3.5 If a class can be classified in more than one category, the category with the lowest class size shall be applicable with the exception of Community Based Education and CBE Personalized Alternative Education classes.

L.E.3.6 The maximum class size of a multi-type or multi-grade class shall be the lowest class size maximum established by the categories in L.E.3.2 and the current SAC Workload Protocol.

### L.E.4.0 CREDIT RECOVERY

L.E.4.1 Where a student is recommended for Credit Recovery, the subject teacher shall only be required to provide the following information on the Student Success Steering Committee's "Student Record: Failed Course" Form:

- i The student's final mark for the course;
- ii The reasons for the student's failure.

L.E.4.2 For a student accepted into the Credit Recovery program, the subject teacher shall only be required to identify:

- i Units, concepts and/or expectations not successfully achieved;
- ii Relevant learning skills information.

All other consultation between the subject teacher and the credit recovery teacher is voluntary. Once the student is enrolled, the responsibility for instruction and assessment belongs to the teacher of the Credit Recovery Program

### L.E.5.0 REPORT CARDS

L.E.5.1 All secondary school teachers will complete the two provincial reports each semester; namely the Mid-Semester Report and the Final Report for students in the classes assigned to those teachers.

**L.E.5.2** In addition to the two provincial reports outlined in L.E.5.1, a school may issue a progress report or a credit endangered report consisting of a marks software printout with an aggregate attendance entry, excluding learning skills and comments. Schools may elect to attach a form letter to the printout.

**L.E.6.0 MARK RECORDING AND/OR REPORTING SOFTWARE**

**L.E.6.1** The Board will consult with OSSTF prior to introducing any new requirement for the use of specific mark recording and/or reporting software.

**L.E.7.0 NIGHT SCHOOL – SUMMER SCHOOL**

**L.E.7.1** When hiring for credit courses offered in night school and summer school, the Board shall give preferential consideration to District 16 T/OT BU teachers (in those subjects in which the teacher is qualified to teach), including qualified Occasional Teacher applicants and Adult Day School (Dr BSCL) Teacher applicants.

**SECTION L.F – OCCASIONAL TEACHERS**

Unless otherwise stated, all rights and privileges of this collective agreement shall apply to the Occasional Teachers in **Section L.F of this local agreement**. Where there is a conflict between the provisions of **Section L.F of this local agreement** and other provisions of **this local agreement**, the provisions of **Section L.F of this local agreement** shall apply.

**L.F.1.0 RECOGNITION**

**L.F.1.1** The Board recognizes the secondary school teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation and District 16 T/OT BU as the Branch Affiliate authorized under the *Education Act* to negotiate on behalf of occasional teachers on contracts executed in accordance with the regulations established under the *Education Act*.

**L.F.1.2** A person who is covered as a regular teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher shall be covered by whichever section of the collective agreement is applicable to the teacher's assignment at that point in time.

**L.F.1.3 Definitions**

**L.F.1.3.1** The term "occasional teacher" has the meaning assigned to it by Section 1 (1.1) of the *Education Act*.

**L.F.1.3.2** "Long Term Occasional Teacher" shall mean an occasional teacher who is employed for a period of ten (10) or more consecutive instructional days as a replacement for the same teacher. All other occasional teachers covered under this collective agreement are referred to as "Short Term Occasional Teachers".

**L.F.1.3.2.1** Notwithstanding L.F.1.3.2, if the teacher being replaced returns for one day and is once again replaced by the same occasional teacher, the number of instructional days will be deemed to be consecutive. This clause would only apply once during the teacher's absence.

**L.F.1.3.3** "Short Term Occasional Teacher" shall mean any qualified secondary occasional teacher who is not a long term occasional teacher.

**L.F.1.3.4** "Occasional Teacher Roster" means a list of occasional teachers of the bargaining unit who are qualified and who have been accepted by the Board as occasional teachers in the secondary panel as defined in the *Education Act*. Occasional Teachers must have been actively employed by the Board in the secondary panel for a minimum of 20 full-time equivalent days during the previous school year to retain their position on the Secondary Occasional Teacher Roster.

**L.F.1.3.4.1** The Occasional Teacher Roster shall be updated at the completion of each school year in accordance with the provisions of Article L.F.1.3.4 and after following the procedure outlined in L.F.8.3, shall serve as the base list for the commencement of the following school year. The Board shall provide this list as well as a list of those Occasional Teachers removed from the Roster with the reasons for their removal to District 16 T/OT BU by Aug 15 each year.

- L.F.1.3.4.2** Teachers who have not met the requirements of **L.F.1.3.4** shall be removed from the Occasional Teacher (O.T.) Roster
- L.F.1.3.5** “Days” means instructional days unless otherwise specifically provided.
- L.F.1.3.6** “Instructional days” shall be those days designated by the Board each year excluding school holidays but for the purpose of remuneration shall include those examination days and professional development days required by the Principal and/or designate.
- L.F.2.0** **RIGHTS OF PARTIES**
- L.F.2.1** No long term occasional teacher shall be demoted, suspended, disciplined or dismissed without just cause.
- L.F.2.1.1** For the purposes of just cause, a lower standard may be applied to long term and short-term occasional teachers.
- L.F.2.1.2** An Occasional Teacher given a non-disciplinary suspension pending the outcome of an investigation shall be paid during that suspension period. The pay shall be determined based on the average daily pay of that individual Occasional Teacher during the twenty (20) instructional days immediately preceding the commencement of the suspension.
- L.F.2.2** An occasional teacher may be a member of more than one teachers’ bargaining unit.
- L.F.2.3** The board shall give the District 16 T/OT President or designate a copy of the lists outlined in **L.F.1.3.4.**, **L.F.8.1** and **L.F.8.4.1** maintained by the Board on the second Monday in September and the first Monday in February or at other times as mutually agreed upon.
- L.F.2.3.1** The lists outlined in **L.F.2.3** shall identify the names of those teachers who are referenced in **L.F.1.2** as well as those in more than one York Region teachers’ bargaining unit and the name of the bargaining unit.
- L.F.2.4** Except in exceptional circumstances, the Board shall hire occasional teachers to perform the duties of teachers who are absent from their regular duties due to the conditions set out in Articles **L.A.7.18**, **L.C.2.2.4**, **L.C.2.3.4.(i)**, **L.C.2.3.5**, **L.D.4.1.2.6**, **L.D.4.3.9** and conferences, conventions or workshops where the Board requires the teacher’s attendance. All such jobs will be filled as per the Occasional Teacher Call Out Protocol.
- L.F.2.5** Upon completion of an externally hired long-term occasional position, the teacher who has completed the assignment will not be added to the Occasional Teacher Roster as defined in **L.F.1.3.4** unless the teacher has been added to the Roster according to **L.F.8.3.2.2**.
- L.F.2.6** In the event that a contract teacher is on leave for the full school year or more, the Board shall replace the absent teacher with a contract teacher.
- L.F.3.0** **FEDERATION FEES**
- L.F.3.1** On each pay date on which an occasional teacher is paid, the Board shall deduct from each occasional teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board.
- L.F.3.2** The OSSTF dues deducted in Article **L.F.3.1** shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, the employee identification number, the number of days worked and the amounts deducted.
- L.F.3.3** The Board also agrees to deduct District 16 T/OT BU dues from its occasional teachers on a semi-annual basis or as otherwise mutually agreed and to forward these to District 16.
- L.F.3.4** Dues specified by District 16 in Article **L.F.3.3** shall be deducted and remitted to the Treasurer, District 16 at 110 Pony Drive, Unit 6, Newmarket, Ontario L3Y 7B6 no later than the fifteenth (15th) of the month



following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the occasional teachers and the amounts deducted.

**L.F.3.5** Pursuant to **L.F.3.2** and **L.F.3.4** OSSTF and District 16 must inform the Board no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.

**L.F.3.6** OSSTF and/or District 16, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and or District 16.

**L.F.3.7** The Board shall provide to the District 16 T/OT President or designate, by October 15 of each year, a letter stating the total number of days of secondary short and long term occasional teaching days for the previous year.

**L.F.4.0 SALARY AND BENEFITS**

**L.F.4.1** Short Term Occasional Teachers

**L.F.4.1.1** The Board shall pay, in respect of each day of employment with the Board in a short term occasional teaching assignment, the following rates of pay:

**Effective September 1, 2014 – August 31, 2016:**

Qualified with degree or equivalent      \$231.54

**Effective September 1, 2016 – the 97<sup>th</sup> day of the 2016-17 school year:**

Qualified with degree or equivalent      \$233.86

**Effective the 98<sup>th</sup> day of the 2016-17 school year – August 31, 2017:**

Qualified with degree or equivalent      \$235.03

**L.F.4.1.1.1** The Board shall pay a short term occasional teacher 50% of the daily rate set out in **L.F.4.1.1** if the assignment is fewer than two (2) classes.

**L.F.4.1.1.2** The Board shall pay a short term occasional teacher 66.67 % of the daily rate set out in **L.F.4.1.1** if the assignment is for two (2) classes.

**L.F.4.1.1.3** The Board shall pay the northern premium of \$25 for those short term occasional teachers who accept assignments north of the Ravenshoe Sideroad.

**L.F.4.1.2** An occasional teacher who worked at least eighty (80) days as an occasional teacher for the Board in the prior school year may, upon application, participate in the Board's extended health, semi-private hospital care and basic dental plans, provided that::

- i. the teacher assumes 90% of the premiums; and
- ii. the teacher pays such premiums and administration fees in advance in accordance with the Board's procedures.

**L.F.4.1.3** Each eligible teacher under **L.F.4.1.2** shall, not later than August 15<sup>th</sup> of each year, complete and return the election form provided by the Board.

**L.F.4.1.4** Each eligible teacher under **L.F.4.1.2** who elects to participate in the Board's employee benefit program shall be a participant in the plans from September 1 to the following August 31 provided that the eligible teacher:

- i. remains on the Board's Roster of Occasional Teachers;
- ii. remains available for work as an occasional teacher, except as may be otherwise permitted by the Board;
- iii. pays the occasional teacher share under **L.F.4.1.2**; and,

iv. is not in arrears of payment of premiums.

- L.F.4.1.5** A occasional teacher enrolled in the Board's benefit program may continue participation in that plan from the next September 1 to the following August 31 providing that the occasional teacher:
- i. works at least eighty (80) days as an occasional teacher with the Board during the current school year; and
  - ii. fulfils the conditions set out in the previous articles.

**L.F.4.1.6** If the short term occasional teacher fails to comply with any of the conditions in articles **L.F.4.1.3**, **L.F.4.1.4** and **L.F.4.1.5**, then the occasional teacher's enrolment shall immediately terminate and the occasional teacher shall not be eligible to re-enrol except as permitted by the benefit program plans and then, not until the occasional teacher again becomes eligible under article **L.F.4.1.2**.

**L.F.4.2 Long Term Occasional Teachers**

**L.F.4.2.1** A long term occasional teacher who is employed for a period of ten (10) or more consecutive instructional days as per **L.F.1.3.2** and **L.F.1.3.2.1** and who, during that period, accepts a continuing responsibility as a replacement for any one teacher, shall have his/her salary calculated during the entire period of said employment in accordance with the applicable articles in **Part B - section L.B of this local agreement**.

**L.F.4.2.2** At the time of signing an agreement accepting a long term occasional teaching assignment, the teacher may request in writing, by completion of the Board specified form, to be enrolled in the Board's basic employee benefit program (i.e. semi-private health, basic dental and basic life insurance). Such benefits will be effective from the date of commencement of the assignment and will be pro-rated consistent with Article **L.C.1.9**. The Board shall inform the short-term occasional teacher of this option the first time that the teacher is placed on the Occasional Teacher Roster.

**L.F.4.2.2.1** Notwithstanding **L.F.4.2.2**, a long term occasional teacher who previously retired from the Board, and who has retiree benefit(s) coverage, shall not be enrolled in the insured employee benefits under this collective agreement but shall be paid by the Board the dollar value of benefit premiums for the coverage the occasional teacher would have otherwise been entitled to carry.

**L.F.4.2.3** The premiums will be shared in accordance with the applicable articles of this collective agreement provided the long term occasional teacher is employed for a period of ten (10) or more consecutive instructional days as per **L.F.1.3.2** and **L.F.1.3.2.1**. If the period of employment, for whatever reason, is terminated prior to the tenth (10<sup>th</sup>) day, the entire premiums will be paid by the teacher.

**L.F.4.2.4** If the teacher did not elect to enrol in the benefit program at the time of signing the agreement accepting a long term occasional teaching assignment, the teacher will be given a second opportunity to enrol upon the completion of the tenth (10<sup>th</sup>) consecutive day as defined above. Such request shall be in writing and benefits shall be effective as of the eleventh (11<sup>th</sup>) day.

**L.F.4.2.5** In the event that the assignment of the long term occasional teacher is to be terminated for reasons other than just cause prior to the originally scheduled termination date, the long term occasional teacher will be given five (5) teaching days notice, five (5) days of alternative assignment as per **L.F.10.1.2.3** or five (5) days' pay in lieu of notice.

**L.F.4.2.6** In order to receive any retroactive salary adjustment for qualifications, it shall be the responsibility of the long term occasional teacher to provide the Board with a Certification Rating Statement, and any supporting documents, within six (6) months of the start of the long term teaching assignment. Any Long Term Occasional teacher who fails to provide the Statement and/or supporting documents within that timeframe, shall not be entitled to any retroactive salary adjustment, but rather shall have their salary adjustment applied effective on the date that the Statement and /or supporting documents are provided to the Board.

**L.F.5.0 EXPERIENCE CREDIT**

**L.F.5.1** The long term occasional teacher must inform the Human Resource Services department no later than ten (10) instructional days from the date the long term occasional agreement was signed that he/she is seeking related experience. Failure to do so will result in the denial of the request. This request must

be submitted each time a long term occasional agreement is signed. The Board shall inform the long-term occasional teacher in writing of the requirements of this article at the time of hiring for the assignment.

- L.F.5.2** A long term occasional teacher will be granted placement on the salary grid for recognized teaching experience which for this purpose shall include elementary and secondary experience in Ontario or other jurisdictions adjusted by the following:
- i. teaching experience to be used to establish the step on the grid at the time of hiring at the discretion of the Director;
  - ii. Experience for part of a school year will be calculated by dividing teaching days by 194. Part-time teaching experience will be pro-rated.
  - iii. Effective September 2016, experience for short-term assignments with the York Region District School Board in the 2015-16 school year and subsequent school year(s) will be credited such that each full twenty (20) days worked shall be considered as the equivalent of one month of full-time experience.
  - iv. No credit shall be given under this article for experience in the current school year; and, at the beginning of each school year, teaching experience in fractions of years will be added to give complete steps for each ten (10) months if the experience is in York Region or has been previously accepted.

**L.F.6.0 METHOD OF PAYMENT**

**L.F.6.1** Long-term occasional teachers shall be paid in accordance with the salary grid and all other applicable articles in Articles **L.B.3.0** and **L.B.4.0** of in **Part B - section L.B** of **this local agreement**.

**L.F.6.2** Occasional Teachers shall be paid bi-weekly through bank deposit on the pay dates specified in the Board's schedule.

**L.F.6.3** The payment shall be deposited at the bank branch of the teacher's choice. If the teacher requests that his/her payment be deposited in a trust company or credit union that is not on the CIBC electronic network (service code 1), he/she may not receive his/her payment on the regular pay dates as specified in **L.F.6.2**. The funds will be deposited at a later date whenever the processing of the pay by the banking institution is completed.

The teacher assumes full responsibility with regards to any consequences that arise from choosing an institution that is not on the CIBC electronic network (service code 1). If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred, such additional charges will be deducted from the teacher's salary.

**L.F.7.0 OCCASIONAL TEACHER ROSTER**

**L.F.7.1** To be eligible for inclusion on the occasional teacher roster, an occasional teacher must be a member of the Ontario College of Teachers and must possess a valid Ontario Teaching Certificate or equivalent unless otherwise permitted by legislation.

**L.F.7.2** The occasional teacher roster shall show the names, addresses and telephone numbers of such occasional teachers and the subjects and/or divisions that the occasional teacher is qualified and willing to teach. The roster will show any additional qualifications required by the Ontario College of Teachers.

**L.F.7.3** At the time an occasional teacher is accepted for inclusion on the occasional teacher roster, the occasional teacher will select, from among the geographic areas designated by the Board, geographic areas and a minimum of four (4) schools (subject to geographic considerations) for which the occasional teacher wishes to be designated on the sub-list for each area. Notwithstanding the occasional teacher's selection of a particular area or areas or a particular school or schools, the Board may request an occasional teacher to work in another geographical area or school as required.

**L.F.7.4** The occasional teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work. The occasional teacher must be available for no fewer than three (3) specific days of the week.

- L.F.7.5** An occasional teacher shall notify the Board in writing within fourteen (14) days of any change of address and phone number. If an occasional teacher fails to do so, the Board will not be responsible for failure of a notice to such teacher. Any notice sent by the Board via registered mail to the teacher's address which appears on the Board records shall be conclusively deemed to have been received by the teacher.
- L.F.7.6** An occasional teacher who, because of illness, pregnancy, adoption of a child, or any other reasons acceptable to the Board, becomes unavailable for an assignment, shall be retained on the Board's occasional teacher roster in an inactive status during the period of such unavailability for the remainder of the school year provided that such occasional teacher makes herself/himself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the occasional teacher roster. An occasional teacher who becomes unavailable for such reasons shall inform the Board of the date of commencement of a return from the period of unavailability.
- L.F.7.7** The Board shall call qualified occasional teachers on the occasional teacher roster first to replace teachers who are absent.
- L.F.7.8** Should the board need to add teachers to the LTO List, all eligible teachers on the OT Roster will be provided the opportunity to apply and interview for the LTO List. Such a review of the LTO List and opportunity for interview will normally occur annually.
- L.F.7.9.1** The Occasional Teacher Roster, as defined in Article L.F.1.3.4, shall be capped at twenty (20) percent of the FTE teachers employed by the Board as per Articles L.D.1.1.7.1.1 to L.D.1.1.7.4 in **Part B - section L.D of this local agreement**.  
This cap shall include occasional teachers who have accepted long-term occasional assignments.  
This cap shall also include occasional teachers who have applied for a leave under L.F.7.6, dual panel occasional teachers and retired teachers in receipt of an OTPP pension, counted as 0.5 FTE.
- L.F.7.9.2** An additional Long Term Occasional Teacher factor of two (2) percent of the FTE teachers employed by the Board as per Articles L.D.1.1.7.1.1, L.D.1.1.7.1.4 and L.D.1.1.7.4 in **Part B - section L.D of this local agreement** will be added to the Roster defined in L.F.7.9.1.
- L.F.7.9.3** Upon the written agreement of the Staffing Advisory Committee (SAC), the cap outlined in L.F.7.9.1 and L.F.7.9.2 may be revised for the duration of the school year. Occasional teachers who are hired to satisfy L.F.7.9.3 shall be notified in writing of the temporary nature of their status.
- L.F.7.9.4** Notwithstanding L.F.7.9.1, the Occasional Teacher Roster cap shall not include those teachers declared surplus under the provisions of Article L.D.7.4.4.4
- L.F.7.9.5** In order to remain on the secondary OT Roster, all components of the renewal package must be received in Human Resource Services no later than August 31 for the upcoming school year. If documents are not received by the deadline the teacher will be removed from the OT Roster.
- L.F.8.0 SENIORITY AND RECALL**
- L.F.8.1.1** The Board shall maintain a seniority list showing each occasional teacher's name and seniority ranking. A copy will be forwarded to the District 16 T/OT President by March 31. Seniority shall be defined as continuous service on the Occasional Teacher Roster.
- L.F.8.1.2** In the event that a tie in rank ordering occurs for Occasional Teachers, the tie shall be broken by lot conducted by the Director and the T/OT Bargaining Unit President or their designates.
- L.F.8.1.3** Seniority list(s) shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
- L.F.8.2** A long-term occasional teacher who is absent from work due to illness, accident, pregnancy, adoption of a child or approved leave of absence shall continue to accumulate seniority during the period of such absence.
- L.F.8.3.1** In order to meet the requirements of L.F.7.9.1 and L.F.7.9.2 names may be added to the Occasional Teacher Roster throughout the school year.

- L.F.8.3.2.1** In the event that names are to be added to the Occasional Teacher Roster to meet the requirements of **L.F.7.9.1** and **L.F.7.9.2**, the Board shall consult with OSSTF District 16 T/OT BU. Depending on teacher qualifications and availability and system needs, priority when filling vacancies will be given to part-time teachers of District 16 as defined in **L.D.5.0** whose applications to do occasional teacher work are on file.
- L.F.8.3.2.2** If after the application of **L.F.8.3.2.1** there continue to be vacancies, consideration will be given to redundant District 16 teachers before external hires who have applications on file.
- L.F.8.4.1** In the event that names are to be removed from the Occasional Teacher Roster to meet the requirements of **L.F.7.9.1**, and after consultation with OSSTF District 16 T/OT BU, individuals will be removed based on seniority as defined in **L.F.8.1**. These teachers' names will be kept on file.
- L.F.8.4.2** In the event the Board begins to add names to the Occasional Teacher Roster after a year in which there were no vacancies, it shall make every reasonable effort to first contact those persons who were previously removed from the Roster by the application of Article **L.F.8.4.1** followed by the application of Article **L.F.1.3.4.1** and offer them the opportunity for employment as an occasional teacher. The Board will contact the former members in the order they were dropped from the roster, beginning with the Occasional Teacher with the greatest seniority. The right to be so contacted will apply for one (1) year from the date the teacher is removed from the roster.
- L.F.9.0**           **SICK LEAVE CREDITS**
- The parties agree that these provisions remain valid unless replaced by the terms of the Central Agreement related to Provincial Benefits Trust.**
- L.F.9.1** Upon the effective date of a long term occasional teaching agreement, the teacher shall be entitled to sick leave **allocation** in accordance with **C9.00 in Part A (Central Agreement)**. The administration of the sick leave plan shall be vested in the Director of Education.
- L.F.9.2** There shall be no payment made by the Board, other than that in accordance with **C9.00 in Part A (Central Agreement)**, to any occasional teacher in respect of unused sick leave while employed as a long term occasional teacher.
- L.F.9.3** Absences as per Articles **L.C.2.3.4**, and **L.C.2.3.5**, shall apply equally to long term occasional teachers.
- L.F.9.4** There shall be no deduction from pay or sick leave due to absence, up to a maximum of five days per school year, for the following reasons:
- i. the severe illness or death of a mother, father, spouse, child, sibling (maximum 3 days/year); and
  - ii. funeral (maximum 1 day per occasion);
  - iii. moving (maximum 1 day per year);
  - iv. teacher's own convocation or convocation of teacher's spouse, teacher's son, teacher's daughter, (maximum 1 day for each occasion)
  - v. for the purposes of an observance of a religious holiday, for an additional two (2) days beyond those referenced in **L.C.2.3.5**;
- L.F.9.5** For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary **as per C7.4 in Part A (Central Agreement)**. Payments by the Workplace Safety Insurance Board shall be made to the school board.
- L.F.10.0**           **PREGNANCY LEAVE BENEFITS**
- L.F.10.1** **The Employer shall provide for 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.**

- L.F.10.2** SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- L.F.10.3** 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.
- L.F.10.4** 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.
- L.F.10.5** For clarity, for any part of the eight (8) weeks that fall 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.
- L.F.10.6** 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.
- L.F.10.7** If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- L.F.10.8** 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.
- L.F.10.9** The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- L.F.10.10** 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.
- L.F.10.11** Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in L.F.10.1 to L.F.10.10 above, with the length of the SEB benefit limited by the term of the assignment .
- L.F.10.12** Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- L.F.11.0** **WORKING CONDITIONS**
- L.F.11.1.1** The Board shall ensure that the timetable of a long-term occasional teacher is consistent with Section L.E.2.2.
- L.F.11.1.2.1** The Board shall ensure that :
- i. the timetable of a short term occasional teacher on a per diem basis is consistent with Section L.E.2.2;
  - ii. the timetable of a short term occasional teacher on a per diem basis is consistent with or similar to the timetable of the teacher who is being replaced; and,
  - iii. the teacher called for a two-thirds assignment shall be given no more than the pro-rated number of instructional periods and/or classes as per Section L.E.2.2.
  - iv. the teacher called for a two-thirds assignment shall be given the assignment in either the first three (3) consecutive periods of the day or the last three (3) consecutive periods of the day.
  - v. Each of the above timetables may have an additional half period of APA added to the day.
- L.F.11.1.2.2** The following are acceptable applications of “consistent with or similar to” as referenced in Article

**L.F.11.1.2.1:**

- i. the timetable matches the absent teacher identically regardless of how many subjects the absent teacher may teach;
- ii. the timetable matches a minimum of two sections of the absent teacher's timetable or occasional teacher's teachables regardless of whether they are actually the absent teacher's classes.

**L.F.11.1.2.3** Notwithstanding L.F.11.1.2.2, if mutually agreed upon by the occasional teacher and the school, the occasional teacher can agree to do any combination of classes and APAs to a maximum of 3.5 periods.

**L.F.11.2** An occasional teacher who accepts a full day-teaching assignment with the Board shall be provided with an uninterrupted period for lunch, free from duty, of at least forty (40) consecutive minutes per day. The lunch break shall occur between the end of the first period and the beginning of the last period.

**L.F.11.3** No teacher shall be allocated assigned time over a continuous interval exceeding three (3) periods excluding travel time between periods.

**L.F.12.0 PROFESSIONAL ACTIVITY DAYS**

**L.F.12.1** A long-term occasional teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity.

**L.F.12.2** In the event that a short term occasional teacher is required by the Board to attend a Professional Activity Day, the occasional teacher shall receive the normal rate of pay for the day.

**L.F.12.3** A short term occasional teacher not required by the Board to attend a Professional Activity day or any other professional development program is encouraged to attend such programs and may attend on a voluntary basis without pay and with the approval of the school's Principal or designate. Any fees charged for a professional-development program will be paid by the occasional teacher at the same rate as that charged to a permanent contract teacher.

**L.F.12.4** All occasional teachers on the secondary OT Roster shall have Professional Development opportunities as specified by the Staffing Advisory Committee.

**L.F.13.0 CALL-OUT ERRORS**

**L.F.13.1** An occasional teacher who reports for a two-thirds assignment as a result of a call-out error on the part of the Board, shall be given appropriate employment for a two-thirds day and shall be paid a two-thirds pay for reporting for duty.

**L.F.13.2** If an occasional teacher has been called in error for a full-day assignment, the occasional teacher shall be guaranteed appropriate employment for a full day and shall be paid a full day's pay for reporting for duty.

**L.F.14.0 LATE CALLS**

**L.F.14.1** An occasional teacher shall not be considered late for a teaching assignment as a result of a late request to report to such assignment provided that the occasional teacher arrives on or before the time mutually agreed upon by the Board representative and the occasional teacher.

**L.F.14.2** Except where otherwise indicated by the Board representative, an occasional teacher shall report for duty at least fifteen (15) minutes prior to the commencement of classes.

**L.F.15.0 AUTOMATED CALLING SYSTEM (S.T.A.R. SYSTEM)**

**L.F.15.1.1** The Board and District 16 T/OT BU agree that the STAR System shall provide an equitable opportunity for work for all short term occasional teachers whose names are on the Occasional Teacher Roster taking into account qualifications and availability.

**L.F.15.1.2** The automated calling system shall be employed to engage short term occasional teachers in accordance with the Letter of Understanding "*Occasional Teacher Call Out Protocol*".

- L.F.15.2** It is the responsibility of each occasional teacher to update the automated system of any change in their call back phone number, used to offer teaching assignments.
- L.F.15.3** The Board and District 16 T/OT BU agree to meet regularly and, in any event, at least once per year to review the design and operation of the automated calling system.
- L.F.15.4** Modifications to the design and/or operation of the automated calling system that impact on the collective agreement shall be made only with the mutual written consent of the Board and District 16 T/OT BU.
- L.F.15.5** It is the responsibility of the Board to ensure that all of the occasional teachers on the Occasional Teacher Roster are trained in the operating procedures of the dispatch system by means of instructional booklets. Each occasional teacher shall receive a copy of the written instructions.
- L.F.16.0** **RECORD OF EMPLOYMENT FOR EI REPORTING**
- L.F.16.1** For the sole and exclusive purpose of reporting the insurable hours under the Employment Insurance Act, a teacher shall be deemed to have worked the number of hours agreed to by the parties.

## **SECTION L.G – CONTINUING EDUCATION**

### **L.G.1.0 COMPENSATION**

- L.G.1.1** The parties agree that this section sets out all the rights and privileges of Continuing Education teachers teaching credit courses.
- September 1, 2014 to August 31, 2016:**
- |                        |                  |
|------------------------|------------------|
| Summer School teacher  | \$52.83 per hour |
| Night School teacher   | \$52.83 per hour |
| Virtual School teacher | \$52.83 per hour |
- September 1, 2016 to the 97<sup>th</sup> day of the 2016-17 school year:**
- |                        |                  |
|------------------------|------------------|
| Summer School teacher  | \$53.36 per hour |
| Night School teacher   | \$53.36 per hour |
| Virtual School teacher | \$53.36 per hour |
- From the 98<sup>th</sup> day of the 2016-17 school year to August 31, 2017:**
- |                        |                  |
|------------------------|------------------|
| Summer School teacher  | \$53.63 per hour |
| Night School teacher   | \$53.63 per hour |
| Virtual School teacher | \$53.63 per hour |
- All rates include 4% vacation pay.

### **L.G.2.0 ADULT DAY SCHOOL**

- L.G.2.1** The parties agree that this Section sets out all the rights and privileges of Continuing Education teachers teaching credit courses at the Adult Day School.
- L.G.2.1.2.1** The parties acknowledge that the appointment of a teacher at the Adult Day School may be concluded upon three (3) days without cause.
- L.G.2.1.2.2** Every effort will be made to avoid terminating the assignment of a teacher at the Adult Day School for reasons of insufficient enrolment after the mid-way point of the session.
- L.G.2.1.3** No teacher during his/her appointment as a teacher at the Adult Day School shall be disciplined without just cause.
- L.G.2.1.4** The Grievance procedure as outlined in **L.A.7.0** of **this local** agreement applies to any reprimands, which may have been issued to a teacher.
- L.G.2.1.5.1** Teachers at the Adult Day School shall be paid benefits in accordance with the Board's schedule for Continuing Education Benefits at the Adult Day School. These benefits shall include semi-private



hospitalization, Extended Health (including prescriptions, paramedical services and vision care), Basic Dental and Life Insurance as per Articles L.C.1.0- L.C.1.5.1 in **Part B - section L.C** of this local agreement.

For the purposes of Life Insurance coverage, the following formula will be used:

Scheduled weeks of work will be 41.

Annual Salary = Hourly Rate x Scheduled hours/week x 41 weeks

The amount will be calculated based on the information appearing on the Acceptance of Position form each quadmester.

- L.G.2.1.5.2** Benefit premiums will be prorated based on an individual's assignment and will be adjusted on a quad by quad basis. The Board will pay the full premium cost for a full time teacher.
- L.G.2.1.5.3** A full time teacher at the RHCLC teaches two credits per quadmester. The full teaching timetable equates to 25 hours per week. A half-time teacher teaches one credit or 12.5 hours per week.
- L.G.2.2** Experience gained as a Continuing Education Adult School teacher may be recognized for placement on the grid as a regular teacher in a secondary school operated by the Board. One year of service will be granted based on a full continuing education workload of eight (8) credits taught. If a continuing education teacher teaches more than eight (8) credits in one year, the equivalent experience will be capped at one year.
- L.G.2.3** The wage schedule for Adult Day School teachers employed at Dr Bette Stephenson Centre for Learning shall be as follows:  
**September 1, 2014 to August 31, 2016** \$52.83 per hour;  
**September 1, 2016 to the 97<sup>th</sup> day of the 2016-17 school year** \$53.36 per hour;  
**From the 98<sup>th</sup> day of the 2016-17 school year to August 31, 2017** \$53.63 per hour.
- All rates include 4% vacation pay.
- L.G.2.4** Where possible, when job vacancies for **Adult Day School** occur ten (10) school days or more prior to the beginning of any quadmester, the vacancies shall be posted on the Board website for five (5) working days
- L.G.2.5** **An Adult Day School teacher eligible for a retirement gratuity as specified in Central Agreement Appendix A – Retirement Gratuities shall be paid the amount of retirement gratuity applicable to the teacher on August 31<sup>st</sup>, 2012.** Retirement gratuity payments are processed as per L.C.3.0.
- L.G.3.0** **SICK LEAVE**
- L.G.3.1** **Adult Day School teachers shall be entitled to sick leave allocation in accordance with C9.00 in Part A (Central Agreement). The administration of the sick leave plan shall be vested in the Director of Education.**
- L.G.3.2** **There shall be no payment made by the Board, other than that in accordance with C9.00 in Part A (Central Agreement), to any Adult Day School teacher in respect of unused sick leave while employed as an Adult Day School teacher.**
- L.G.3.3** Absences as per Articles L.C.2.2 shall apply equally to Adult Day School teachers.
- L.G.4.0** **PREGNANCY LEAVE BENEFITS**
- L.G.4.1** **The Employer shall provide for Adult Day School teachers 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, consistent with L.F.10.1 to L.F.10.10.**
- L.G.4.2** **Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in L.G.4.1 above, with the length of the SEB benefit limited by the term of the assignment**

**L.G.5.0 WORKPLACE SAFETY INSURANCE BOARD (WSIB) TOP UP BENEFITS**

**L.G.5.1** For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary as per C7.4 in Part A (Central Agreement). Payments by the Workplace Safety Insurance Board shall be made to the school board.

**SECTION L.H – LETTERS OF INTENT AND LETTERS OF UNDERSTANDING****L.H.1.0 POSITIONS OF RESPONSIBILITY**

**Letter of Understanding  
Between the York Region District School Board and  
Ontario Secondary School Teachers' Federation, District 16**

In order to ensure a headship model that is responsive to school and system, administrative and leadership needs, is supportive of teacher collaboration and subject expertise, and best meets the needs of students, teachers and schools, now and in the future, the parties agree to strike a committee consisting of three (3) representatives of the Board and three (3) representatives of District 16 OSSTF, to review the current headship model and explore alternative models. The parties agree that committee recommendations will include a structure for operationalizing article D.2.5.6. In addition, this review will also address and recommend revisions as necessary to:

- POR structure,
- requirements and qualifications,
- term and renewal,
- equity of access,
- hiring process, and
- roles and responsibilities

The committee shall meet within thirty days of ratification, schedule a minimum of eight (8) further meetings thereafter and make recommendations to the parties no later than May 31, 2016 for implementation in September 2016. Should the committee not reach agreement on recommendations in the areas outlined above, the provisions of the Collective Agreement in article D.2.0 shall prevail.

**L.H.2.0 E.I. REPORTING**

**Letter of Understanding  
Between the York Region District School Board and  
Ontario Secondary School Teachers' Federation, District 16**

The parties agree that effective September 1, 2014, for the sole and exclusive purpose of reporting insurable hours required under the Employment Insurance Act, full time teachers and occasional teachers shall be deemed to have worked eight (8) hours each working day they have worked. The hours worked by part-time teachers and occasional teachers working a partial work day shall be pro-rated accordingly.

**L.H.3.0 OCCASIONAL TEACHER CALL OUT PROTOCOL**

**Letter of Understanding  
Between the York Region District School Board and  
Ontario Secondary School Teachers' Federation, District 16**

The parties agree that the following *Occasional Teacher Call Out Protocol* will be used for filling short-term teacher absences:

Any secondary teacher holding a permanent part-time teaching position or a part-time Long Term Occasional (LTO) assignment of .17 FTE, who is on the secondary OT roster, may be prearranged by the school to cover a part-time short term occasional vacancy in their school prior to the job being released for call out.

When the services of an OT are required by a school, the sequence of the automated system (STAR) call out shall be as follows:

1. An OT from the secondary OT Roster who is qualified in the subject(s) requested.
2. An OT from the secondary OT Roster who is not qualified in the subject(s) requested.

The system will call sequentially as it moves through step 1 and subsequently step 2. The following day the system will commence call out from where it left off.

Notwithstanding the above, in the event that a teacher is absent for more than one day consecutively, the Principal and/or designate may request the services of the same occasional teacher who replaced the absent permanent teacher for the first day of those absences, subject to the posting requirements for LTO positions.

**L.H.4.0 PROFESSIONAL DEVELOPMENT**

**Letter of Intent  
Between the York Region District School Board and  
Ontario Secondary School Teachers' Federation, District 16**

The Board agrees to allocate \$20,000 in each of the 2015-16 and 2016-17 school years for the purpose of supporting the professional development of occasional teachers as per F.11.4. The use of these funds shall be determined jointly through SAC.