

COLLECTIVE AGREEMENT

BETWEEN

SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND THE

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 17, SIMCOE
TEACHERS' BARGAINING UNIT**

SEPTEMBER 1, 2014 to AUGUST 31, 2017

SIMCOE COUNTY DISTRICT SCHOOL BOARD

Board of Trustees

Kathleen Aikins	Trustee – Barrie, Ward 1, 2, 3
Donna Armstrong	Trustee - Innisfil
Peter Beacock	Chairperson Trustee - Oro-Medonte and Springwater
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Annie Chandler	Trustee – Collingwood and Clearview
Wayne Clements	Trustee – Adjala-Tosorontio, Essa and CFB Borden
Donna Da Silva	Trustee – New Tecumseth and Bradford West Gwillimbury
Pamela Hodgson	Trustee – Wasaga Beach, Penetanguishene, Tiny
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Michele Locke	Trustee – Midland, Tay, Severn
Krista Mayne	Trustee – Barrie, Ward 4, 5, 6

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Stuart Finlayson	Superintendent of Education, Area 1
Daryl Halliday	Superintendent of Education, Area 4
Brian Jeffs	Superintendent of Business
Jackie Kavanagh	Superintendent of Education, Area 5
Janis Medysky	Associate Director, Superintendent of Human Resource Services
Paula Murphy	Superintendent of Education, Area 3A
Chris Samis	Superintendent of Education, Area 3C
Anita Simpson	Superintendent of Education, Area 3B
Paul Sloan	Superintendent of Education, Area 2
Kathryn Wallace	Director of Education

Negotiating Team

Janis Medysky	Associate Director, Superintendent of Human Resource Services
Paul Sloan	Superintendent of Education, Area 2
Dana Barakauskas	Principal, Barrie North C.I.
Heather Hamilton	Principal, Student Success
Corry Van Nispen	Controller
Abigail DesForges	Human Resources Officer
Kary Hancock	Executive Assistant to the Associate Director

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 17, SIMCOE
TEACHERS' BARGAINING UNIT**

Council 2015-2016

Carrie Adams	Branch President, Elmvale District High School
Thomas Barnes	TBU Officer – Negotiations, Barrie Central Collegiate
Lynn Begin	Branch President, Bradford District High School
Angela Bosco	Branch President, Simcoe Alternative Secondary School
Jessica Burnie	TBU Officer – Grievance, Simcoe Alternative Secondary School
Chris Burns	Executive Officer – Council and Working Conditions Chair Midland Secondary School
Steve Campbell	Branch President, Midland Secondary School
Elizabeth Dewey	Branch President, Barrie North Collegiate
John Hilchey	Branch President, Banting Memorial High School
Chris Humber	Vice-President – Finance and Branch President, Bear Creek Secondary School
Erin Klein	Branch President, Innisdale Secondary School
Tyler Kudar	Branch President, Orillia Secondary School
Adam Kuypers	Branch President, Penetanguishene Secondary School
Karen Littlewood	President, Banting Memorial High School
Chris Lowery	Branch President, Twin Lakes Secondary School
Scott McFarlane	Branch President, Collingwood Collegiate Institute
Sherry	
McKever-Walsh	Branch President, Nottawasaga Pines Secondary School
Kim Meadows	Executive Officer – Communications, Banting Memorial High School
Kirk Nielsen	Branch President, Stayner Collegiate Institute
Amylee Patterson	Vice-President, External, Orillia Secondary School
Craig Pearsall	Branch President, Eastview Secondary School
Glenn Stephenson	Vice-President, Internal and CBC Chair, Bear Creek Secondary School
Sandra Scott	Branch President, Nantyr Shores Secondary School
Cathy Sprager	Branch President, Barrie Central Collegiate
Jon Thurston	Teacher Bargaining Unit Officer, Bear Creek Secondary School

Negotiating Team

Jamie Babcock	Innisdale Secondary School
Thomas Barnes	Barrie Central Collegiate Institute
Jessica Burnie	Simcoe Alternative Secondary School
Jennifer Campbell	Barrie Central Collegiate
Cindy Dubu�	Provincial Executive
Shawn Gibson	Stayner Collegiate Institute
James Duncan	Nottawasaga Pines Secondary School
Karen Littlewood	Banting Memorial High School
Amylee Patterson	Orillia Secondary School
David Russell	Provincial Secretariat
Glen Stephenson	Bear Creek Secondary School

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 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) 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 August 31, 2014.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

8.1 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.
- vi. 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.
- vii. 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

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

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

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

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

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

Please check one:

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

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

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

First Day of Absence:

General Nature of Illness (*please do not include diagnosis*):

Date of Assessment:

dd mm yyyy

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

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):		
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): </td> <td> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): </td> </tr> </table>		Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):
Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):				

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

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

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 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 st and March 31 st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees’ share of the benefit cost as specified by the board’s collective agreement until such time that the employees’ share is adjusted as determined by the Trust and subject to the funding policy.

- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b),(d),(e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

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

5.3.0 Accountability

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

6.0.0 TRANSITION COMMITTEE

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

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:"

L1.00 PURPOSE

- 1.01. It is the intent and purpose of the Parties to this Agreement hereinafter referred to as the "Agreement" to set forth certain of the conditions of employment agreed to between the Parties.

L2.00 EFFECTIVE PERIOD

- 2.01 This Agreement shall be in effect from September 1, 2014, and shall continue to be in force up to and including August 31, 2017, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.02 Notwithstanding the period of notice cited in this article, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.03 If either party gives notice of its desire to negotiate amendments in accordance with this article, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations or the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 2.04 The Collective Agreement may be altered only through the mutual written consent of the board and the Bargaining Unit.
- 2.05 The party desiring such an alteration shall give written notice, stating the proposed change to the other party. The other party shall respond to the proposal within fifteen (15) calendar days.
- 2.06 Any recommended alterations shall be subject to ratification procedures of each party.

L3.00 DEFINITIONS

- 3.01 Bargaining Unit: Bargaining unit means District 17 of the Ontario Secondary School Teachers' Federation.
- 3.02 Board: Board means the Simcoe County District School Board.
- 3.03 Continuing Education Teacher: Teachers that deliver secondary school credit and non-credit courses in adult day school, summer school, night school and remedial programs on a term-definite contract.
- 3.04 Contract Teacher: Secondary Teachers that teach in Simcoe County District School Board workplaces excluding Continuing Education Teachers as defined in this article.
- 3.05 Emergency: Emergency is defined as an unforeseen circumstance arising during the day.

- 3.06 Emergency Teacher Replacement Duty: is defined as an unforeseen circumstance arising during the day where a teacher is required to perform the duties of another teacher.
- 3.07 Letter of Permission: Letter of Permission is granted by the Ministry of Education to a board authorizing the board to employ as a teacher a person not qualified as such if the Ministry of Education is satisfied that no teacher is available, but a letter of permission shall be effective only for the period, not exceeding one (1) year, that the Ministry of Education may specify therein.
- 3.08 Lock-Out: Lock-Out shall have the meaning applied to it as defined in the *Ontario Labour Relations Act*, the *Education Act* and other relevant legislation.
- 3.09 Occasional Teacher: Occasional Teacher is a teacher employed by the board to teach as a substitute for any teacher or temporary teacher who is or was employed by the board in a position that is part of its regular teaching staff including continuing education teachers but,
- 3.09.a. if an occasional teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him or her shall not extend past the end of the semester in which the death occurred;
- 3.09.b. if an occasional teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 3.10 Part-Time Teacher: Part-time teacher means a teacher employed by the board on a regular basis for other than full-time duty.
- 3.11 Party: Party means the Bargaining Unit or the board.
- 3.12 Probationary Period: Newly hired teachers will be probationary for a period of one (1) complete semester of worked time. The newly hired teachers will be notified in writing of the end date of their probationary period when they sign their new hire paperwork.
- 3.13 Section: A "section" shall mean a teaching assignment that provides for a minimum of 110 hours of instruction. Courses that are less than 110 hours of instruction, for example Civics and Career Education, shall count for the appropriate fraction of a section as determined by the number of instructional hours in relations to 110. A multi-level or multi-grade class assigned for the minimum of 110 hours of instruction will constitute one section.
- 3.14 School Year: School Year means the period prescribed as such by, or approved as such under the Education Act and Regulations. The school board shall comply with the Education Act's stated requirements for professional activity days and examination days as outlined in the Education Act and Regulations during the school year.
- 3.15 Strike: Strike shall have the meaning applied to it as defined in the *Ontario Labour Relations Act*, the *Education Act* and other relevant legislation.

- 3.16 Teacher: A Teacher means a member in good standing with the Ontario College of Teachers, as defined in the Education Act,
- 3.16.1. who holds a valid certificate of qualification as a teacher in Ontario, or
 - 3.16.b. who holds an Interim Certificate of Qualification granted by the Ontario College of Teachers, or
 - 3.16.c. in respect of whom the Ministry of Education has granted a Letter of Permission under the Education Act, and who is employed by a board as a Teacher.
- 3.17 Teacher Replacement Duty: timetabled period where a teacher may be required to perform the duties of another teacher. A teacher shall be credited for the time spent in performing the duties of another teacher if the teacher replacement duty is required and assigned by the principal or vice-principal.

L4.00 RECOGNITION

- 4.01 The terms Union and Bargaining Unit within this document shall be considered to be synonymous.
- 4.02 The Simcoe County District School Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for teachers who are members of the Bargaining Unit of OSSTF, District 17 Simcoe, and who are employed by the board, and who are assigned to one or more secondary schools or workplaces to perform duties in respect of such schools all or most of the time.
- 4.03 The board recognizes the right of the OSSTF to delegate the authority to negotiate on its behalf to the negotiating team of the Bargaining Unit and to withdraw that delegation. OSSTF will inform the Director of Education in writing of such delegation or withdrawal of that delegation.
- 4.04 The board recognizes the right of OSSTF and/or the Bargaining Unit to represent any teacher at any meeting with the teacher as set out in Article 5.03.
- 4.05 This agreement is binding upon the Board and the Federation that is a party to it and upon the teachers who are members of the Bargaining Unit employed by the board, in accordance with the Ontario Labour Relations Act and the School Boards Collective Bargaining Act
- 4.06 The board agrees to advise new teachers at time of first hire that a collective agreement is in effect.
- 4.07 The board agrees to provide new teachers at time of hire the contact information of the OSSTF District Office.

L5.00 BOARD'S RESPONSIBILITIES AND STATUTORY RIGHTS OF PARTIES

- 5.01 The right to manage and conduct the business of the board resides with the board and its administration except to the extent specifically modified by a provision of this Agreement.
- 5.02 Notification to teachers regarding hiring, promotion, demotion, transfer, discipline, resignation, retirement and termination shall be in writing.
- 5.03 No teacher shall be demoted, discharged, dismissed, or disciplined in any way without just cause. Such cause shall be provided to the teacher, in writing, within five (5) working days from the time the teacher is informed of any such action. It is recognized that a lesser standard of just cause applies to the termination of probationary teachers.
 - 5.03.a Prior to the imposition of any demotion, dismissal, or discipline, there shall be a meeting held between the teacher, the board representative and an OSSTF Officer or Branch Representative, as determined by the local Bargaining Unit President, to discuss the matter.
 - 5.03.b Prior to any meeting in which the conduct of the member is in question, the administrator shall inform the member that they have the right to union representation.
 - 5.03.c Principals as instructional leaders provide on-going informal coaching and mentoring to teachers regarding effective instructional practice. When in the opinion of the Principal the teacher's performance requires formal evaluation the Teacher Performance Appraisal process shall be initiated.
 - 5.03.c.1 The board recognizes the right of any member to have representation during these discussions.
- 5.04 Where legislative changes directly affect any provision of this agreement, a meeting may be requested by either party prior to implementation of the legislative changes.
- 5.05 The board agrees to exercise its rights in accordance with the employment-related Acts and Regulations of Ontario.

L6.00 GRIEVANCE PROCEDURE

- 6.01 It is mutually agreed that it is the spirit and intent of this Agreement to settle, in orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of the Collective Agreement. The parties agree that they will endeavour to resolve disputes at the earliest step in the grievance procedure. It is understood that, by mutual agreement, the parties may resolve grievances at any point in the procedure.
- 6.02 Definitions
 - 6.02.a a "grievance" shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

6.02.b “days” shall mean school days.

6.02.c A “supervisor”, for the purpose of this Article, shall mean a principal, vice-principal, superintendent or manager.

6.03 Types of Grievances

6.03.a Individual grievance: a grievance relating to a particular teacher, launched by the Bargaining Unit on behalf of that teacher. The relief sought in the grievance shall relate to that person only.

6.03.b Group grievance: a grievance relating to a listed group of teachers under a common supervisor, launched by the Bargaining Unit on behalf of those teachers. The relief sought in the grievance shall relate only to those listed teachers.

6.03.c Policy grievance: a grievance filed by the board or the Union based on a dispute arising out of the application, administration, interpretation or alleged violation of the Collective Agreement which could not be grieved as either an individual or a group grievance.

6.04 Procedure

6.04.a Upon written mutual consent, either party may refer a grievance directly to arbitration.

6.04.b Where a teacher’s employment has been terminated by the board, the Union may file a grievance. Such grievance shall be filed at Step Four within ten (10) days of written notification of the termination.

6.05 Informal Stage

6.05.a Any dispute, to be recognized as a grievance, must first be discussed with an appropriate supervisor by the Teacher, or a Bargaining Unit Representative, within twenty (20) school days of the Teacher becoming aware of the circumstances giving rise to the complaint. The Teacher or Bargaining Unit Representative will explicitly advise Management when discussing a dispute that they are attempting to resolve it at the informal stage prior to filing a grievance. If the Teacher and/or Bargaining Unit Representative is/are unable to resolve the dispute by such informal discussion, the Teacher or Bargaining Unit Representative will request and receive a response in writing from the Teacher’s appropriate supervisor within ten (10) school days and the Union may file a formal grievance at Step One.

6.05.b The supervisor will be notified in advance of this discussion if both the Teacher and the Bargaining Unit Representative will be participating so that they may arrange to have another administrator present.

6.06 Step One

- 6.06.a If the Grievance is not settled on the basis of the informal discussion, the Union shall submit the formal grievance notice in writing to the Manager, Human Resource Services, or designate, within ten (10) school days of receipt of the response from the Informal Stage. The Manager, Human Resource Services will not accept grievances at Step One that have not been attempted to be resolved through the informal stage of the grievance procedure as evidenced by a copy of the written response to the informal stage accompanying the Step One grievance submission by the Union. The formal grievance notice shall contain the complete grievance, list all the clauses alleged to have been violated by specific number, the settlement requested. Within ten (10) school days of receipt of the grievance a meeting will be held with Union representative(s), the Manager, Human Resource Services, or designate, the Principal or other supervisor of the Teacher, as appropriate. The Manager, Human Resource Services shall respond to the grievance in writing within ten (10) school days of the meeting.

6.07 Step Two

- 6.07.a If no settlement is reached, the Union may file the grievance in writing to the Superintendent of Human Resource Services within (10) school days from the response of the Manager. Within ten (10) school days of receipt of the grievance, a meeting will be held with the Superintendent of Human Resource Services, or designated supervisory officer, the appropriate Superintendent of Education, or designated supervisory officer, and up to three (3) members of the Union. The Superintendent, or supervisory officer, shall provide a written response within ten (10) school days of the meeting being held.

6.08 Step Three

- 6.08.a If no settlement is reached, the Union may file the grievance in writing to the Director of Education within ten (10) school days from the response from the Superintendent. Within ten (10) school days of receipt of the grievance, a meeting will be held with the Director of Education or Associate Director as designated, up to three (3) additional management representatives, and up to four (4) members of the Union. When requested by either party, one (1) trustee shall attend in matters of group or policy grievances. Meetings involving trustees shall be held within fifteen (15) school days of receipt of the grievance. The Director, or Associate Director as designated, shall provide a written response within ten (10) school days of the meeting being held.

6.09 Step Four

- 6.09.a If no settlement is reached at Step Three, the Union, or the board, may notify the Director of Education and the Superintendent of Human Resource Services, or the Union, in writing, within ten (10) schools days of receipt of the response, of their intention to submit the grievance to arbitration. Either party may also submit a

grievance to expedited arbitration under section 49 of the Labour Relations Act. The grievance shall be submitted to a mutually agreed upon single Arbitrator. 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, the appointment shall be made by the Minister of Labour upon the request of either party.

- 6.09.b 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 ten (10) days, inform the other party of the name of its appointee to the Arbitration Board.
- 6.09.c Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson.
- 6.09.d If the parties or the two appointees fail to agree upon a chair or sole Arbitrator within the time limit, the Minister of Labour shall appoint a chairperson or appointee, as the case may be, upon the request of either party.
- 6.09.e Once Step 1, Step 2 and Step 3 have 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, the time frame in which a resolution is to be reached and any other procedural matters. The cost of the mediator shall be shared equally by both parties. 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 referred to above shall continue from the point at which they were frozen.
- 6.10 The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties.
- 6.11 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs.
- 6.12 The single arbitrator or the arbitration board, as the case may be, shall not have the power to change, modify, extend, or amend the provisions.
- 6.13 Each party shall bear, at its own expense, the cost of counsel or advisors at each step of the grievance procedure.
- 6.14 The parties mutually agree that the single arbitrator or the chairperson of the arbitration board, as the case may be, has the authority to compel witnesses to attend and give evidence.
- 6.15 All time limits fixed herein for the grievance procedure may be extended only upon the written consent of the parties.

L7.00 HEALTH AND SAFETY

- 7.01 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.
- 7.02 Effective September 2015 and for the duration of this Collective Agreement, teachers who are required to wear CSA approved protective footwear for Health and Safety reasons, as determined by the board, shall be reimbursed upon submission of a receipt up to a maximum of \$90.00 every two years towards the cost of the safety footwear. This amount will be pro-dated for part-time employees.

L8.00 RETURN TO WORK/MEDICAL ACCOMMODATION

- 8.01 The board recognizes that the employee has the right to Union Representation at return to work/employment accommodation meetings.

L9.00 ACTING ADMINISTRATION

- 9.01 Administrators may from time to time request the assistance of interested bargaining unit members. At no time shall a bargaining unit member have full responsibilities for the daily operation of the school. Teachers who agree to assist administration will not be responsible for student discipline beyond that which is required of Teachers in the Education Act.

L10.00 STRIKE OR LOCKOUT

- 10.01 There shall be no strike or lockout during the term of the Collective Agreement.

L11.00 RESIGNATION OR RETIREMENT

- 11.01 An employee shall notify the employer, in writing, by November 30 of the employee's intention to resign effective December 31 or January 31 (end of Semester 1); and by May 31 for the resignation to be effective June 30 or August 31. Notification of intent to resign shall be submitted through the online form located on the SCDSB staff website.
- 11.02 Teachers shall endeavour to notify the board by April 1st of their intention to retire effective June 30th in any school year.
- 11.03 Nothing herein prevents an employee and the Employer from mutually agreeing to the employee's resignation at any time.

L12.00 PLACEMENT ON SALARY SCALE

- 12.01 The placement of OSSTF District 17 teachers in their respective Groups shall be determined in accordance with the current Certification Plan of OSSTF. These Certification Rating Statements are the only statements acceptable for verification of placement.

- 12.01.a Category determination:
 - 12.01.a.1 Group 1 Category IV
 - 12.01.a.2 Group 2 Category V
 - 12.01.a.3 Group 3 Category VI
 - 12.01.a.4 Group 4 Category VII
- 12.02 Adjustment to Salary Placement as a result of changes in the certification plan shall be effective from the date the Certification Statement is submitted to the Human Resource Services Department.
- 12.03 Teachers qualified to teach in the elementary panel with QECO rating statements other than A1 to A4 shall be paid Category IV minimum plus full allowance for teaching experience within the elementary and secondary panels.
- 12.04 No teacher shall be hired at a salary higher or lower than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.
- 12.05 A teacher's position on the appropriate salary schedule shall be determined by the total number of years of elementary and secondary school teaching experience in Canada, or as a certified continuous occasional teacher with an Ontario School Board (prior to September 1 of the current school year), or a continuing education teacher with an Ontario Board (prior to September 1 of the current school year) calculated to the nearest full year combined with the category qualifications (five (5) complete teaching months or more shall be taken to the next full year). Teaching experience in schools located outside Canada may be accepted at the discretion of the Administrative Council.
- 12.06 Placement on the salary schedule shall be determined annually for such teachers, as of September 1, by the number of pro-rated years of service. Movement to the next year on the salary schedule shall occur when a number of 0.5 above the current position of the salary schedule is calculated.
- 12.07 A part-time teacher shall have access to all provisions negotiated in this agreement on a pro-rata basis except where specifically stated otherwise.
- 12.08 Salary Adjustments
 - 12.08.a A teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount in addition to the increment where applicable.
 - 12.08.b Where a teacher has completed all the course work and qualifies for a change in category prior to the 1st day of September, the salary adjustment will be made effective from the beginning of school in September of that year, on submission of the proper documents to the board on or before the 30th day of June of the year following, provided that a copy of the application for change in category is submitted on or before the 30th day of November of the year the teacher completed the qualifications.

- 12.08.c If a copy of the application for such change in category is submitted to the Human Resource Services Department, Education Centre after the 30th day of November, then the adjustment will be made effective the 1st day of January following.
- 12.08.d Where a teacher has completed all the course work and qualifies for a change in category prior to the 1st day of January, the salary adjustment will be made effective from the 1st day of January of the school year providing the proper documents have been submitted to the Human Resource Services Department on or before June 30th of the school year.
- 12.08.e Where a teacher has completed all the course work and qualifies for a change in category prior to the 1st day of February, the salary adjustment will be made effective from the 1st day of February of the school year providing the proper documents have been submitted to the Human Resource Services Department on or before June 30th of the school year.
- 12.08.f All requests for a salary adjustment, as a result of a category change, will be made by on-line application supplied by the board.
- 12.09 Every certified teacher will progress to the maximum salary by the annual increments provided in the schedule.
- 12.10 Although the board has the right to create or designate a new position to be filled by a teacher who comes within the scope of this Agreement, it is agreed that the salary schedule for such a position shall be negotiated with the Bargaining Unit through the Collective Bargaining Committee, within six (6) months of the board's appointing a teacher to that position.

L13.00 CONTRACT TEACHERS' BASIC SALARY SCHEDULE

13.01 Effective September 1, 2011, the salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$46,644	\$48,411	\$52,765	\$55,510
1	\$48,905	\$51,014	\$55,772	\$58,803
2	\$50,926	\$53,250	\$58,419	\$61,735
3	\$53,677	\$56,213	\$61,788	\$65,390
4	\$56,425	\$59,178	\$65,160	\$69,046
5	\$59,200	\$62,141	\$68,530	\$72,703
6	\$61,921	\$65,105	\$71,902	\$76,360
7	\$64,671	\$68,071	\$75,273	\$80,018
8	\$67,419	\$71,035	\$78,644	\$83,673
9	\$70,169	\$73,998	\$82,015	\$87,332
10	\$72,919	\$76,962	\$85,386	\$90,985
11	\$75,668	\$79,927	\$88,758	\$94,644

13.02 Effective September 1, 2016, the salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$47,110	\$48,895	\$53,293	\$56,065
1	\$49,394	\$51,524	\$56,330	\$59,391
2	\$51,435	\$53,783	\$59,003	\$62,352
3	\$54,214	\$56,775	\$62,406	\$66,044
4	\$56,989	\$59,770	\$65,812	\$69,736
5	\$59,792	\$62,762	\$69,215	\$73,430
6	\$62,540	\$65,756	\$72,621	\$77,124
7	\$65,318	\$68,752	\$76,026	\$80,818
8	\$68,093	\$71,745	\$79,430	\$84,510
9	\$70,871	\$74,738	\$82,835	\$88,205
10	\$73,648	\$77,732	\$86,240	\$91,895
11	\$76,425	\$80,726	\$89,646	\$95,590

13.03 Effective the 98th day of the 2016-2017 school year (February 3, 2017), the salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$47,346	\$49,139	\$53,559	\$56,345
1	\$49,641	\$51,782	\$56,612	\$59,688
2	\$51,692	\$54,052	\$59,298	\$62,664
3	\$54,485	\$57,059	\$62,718	\$66,374
4	\$57,274	\$60,069	\$66,141	\$70,085
5	\$60,091	\$63,076	\$69,561	\$73,797
6	\$62,853	\$66,085	\$72,984	\$77,510
7	\$65,645	\$69,096	\$76,406	\$81,222
8	\$68,433	\$72,104	\$79,827	\$84,933
9	\$71,225	\$75,112	\$83,249	\$88,646
10	\$74,016	\$78,121	\$86,671	\$92,354
11	\$76,807	\$81,130	\$90,094	\$96,068

L14.00 ALLOWANCES

14.01 Consultants Allowance

14.01.a Effective September 1, 2011, the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$7,393.

14.01.b Effective September 1, 2016, the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$7,467.

- 14.01.c Effective the 98th day of the 2016-2017 school year (February 3, 2017), the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$7,504.

14.02 Extra Degree Allowance

- 14.02.a An Extra Degree Allowance will be paid for one Master's Degree, one Doctorate or one Professional Degree from a Canadian University or equivalent if such Degree or Doctorate is not used to obtain a higher certification rating.

14.02.a.1 Effective September 1, 2011 the Extra Degree Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$1,374.

- 14.02.b Allowances previously granted for extra degrees not mentioned above will receive the previous allowance paid.

14.03 Related Trade or Professional Experience Allowance

- 14.03.a For teachers on staff or teachers coming on staff during the term of this Agreement, business and industrial experience, approved by the Administrative Council shall be paid to a maximum of ten (10) years at the rate indicated below for each full year beyond the minimum required for basic teaching qualifications.

September 1, 2011 - \$1526

- 14.03.b For teachers on staff or teachers coming on staff during the term of this Agreement, related experience, approved by the Administrative Council, for non-vocational teachers shall be paid to a maximum of ten years at the rate indicated below for each full year in a field of work directly related to the teaching functions.

September 1, 2011 - \$1526

- 14.03.c A Related Trade or Professional Experience Allowance shall not result in a total annual salary in excess of the maximum for the teacher's respective category.

L15.00 POSITIONS OF RESPONSIBILITY

15.01 Department Positions – Definitions

- 15.01.a "Department Chair" – a teacher holding a Specialist or Honours Specialist in at least one of the subjects taught within the department and appointed to perform the duties in this Article.

- 15.01.b "Assistant Department Chair" – a teacher holding a Specialist or Honours Specialist in at least one of the subjects taught within the department appointed to assist the Department Chair when the number of sections within a department is equal to or exceeds 50,

- 15.01.c “Library Chair” – will support school-wide literacy initiatives.
- 15.01.d “Temporary Department Chair” – a teacher holding a department position that was made to fill a vacancy which is created and will continue for the term of the position or the duration of the vacancy, whichever is less.
- 15.01.e “Acting Department Chair” – a teacher holding a department position who has been appointed by the board to carry out the duties of the position but is not qualified as defined in 16.01 (a) and (b) above.
- 15.01.f “Student Activities Coordinator” – a teacher appointed to coordinate Student Activities.

15.02 Positions Structure

- 15.02.a A department position may be shared by two teachers at the request of the teachers, with the recommendation of the Principal and the approval of the Superintendent of Human Resource Services or designate.
- 15.02.b In order to ensure the delivery of a coordinated program, where there are either no candidates or no suitable candidates available to fill a department position, then two positions may be held by one teacher on the recommendation of the principal and the approval of the Superintendent of Human Resource Services or designate. One of the positions will be held as a temporary appointment.
- 15.02.c In schools where the following programs are offered, there will be Department Chair positions for:
 - 15.02.c.1 The Arts
 - 15.02.c.2 Business
 - 15.02.c.3 Canadian and World Studies
 - 15.02.c.4 Co-operative Education and Other Forms of Experiential Learning
 - 15.02.c.5 English
 - 15.02.c.6 Guidance and Career Education
 - 15.02.c.7 Health and Physical Education
 - 15.02.c.8 Library
 - 15.02.c.9 Mathematics
 - 15.02.c.10 French, Native, Classical and International Languages
 - 15.02.c.11 Science
 - 15.02.c.12 Social Science and the Humanities
 - 15.02.c.13 Special Education
 - 15.02.c.14 Technology
- 15.02.d In schools where the ADE is less than 750, Canadian and World Studies and Social Sciences and the Humanities shall form one department. Additionally, Guidance and Career Education and Co-operative Education and Other Forms of Experiential Learning shall be combined to form one Student Services position.

15.03 Duties of Chairs

15.03.a Department Chairs will assist the Principal, for example, in the following ways:

15.03.a.1 mentoring/coaching

15.03.a.1.1 supporting members for the improvement of their professional practice. This could include but not be limited to providing input to the teacher(s) on;

15.03.a.1.1.1 instructional practices

15.03.a.1.1.2 assessment, evaluation and reporting practices

15.03.a.1.1.3 effective classroom management techniques

15.03.a.1.1.4 future opportunities for and on, on-going professional development

15.03.a.1.1.5 other needs as identified by the member(s)

15.03.a.2 department/school organization

15.03.a.2.1 Assist in the development and implementation of the school improvement plan and board goals.

15.03.a.2.2 providing input regarding selection criteria for the hiring of new staff

15.03.a.2.3 providing when requested sample interview questions

15.03.a.2.4 provide preliminary assignments and timetable allotments to the Principal for the teaching staff of the department(s) after having consulted with the teachers within the department(s).

15.03.a.2.5 providing input in the allocation of the school basic budget

15.03.a.2.6 coordinate the department budget.

15.03.a.2.7 purchasing and/or organizing the purchasing of materials necessary for the department

15.03.a.2.8 filing with the Principal up-to-date copies of the course outlines distributed by the teachers of the department(s) or program when requested by the Principal

15.03.a.2.9 coordinate the replacement of department equipment which is not in working order.

15.03.a.2.10 participating in monthly department chair meetings at the worksite and communicate information from department chairs meetings to members of the department.

15.03.a.2.11 maintaining close cooperation with the school community,

15.03.a.2.12 assembling information that the Principal may be required to provide under the Education Act and other relevant legislation.

15.03.a.3 system responsibilities

- 15.03.a.3.1 participating in semi-annual department chairs meetings with department chairs from other worksites
- 15.03.a.3.2 communicating information from board wide department chair meetings to members of the department

15.04 Chair Allowances

- 15.04.a The following responsibility allowances shall be granted for the following positions and shall be paid in addition to the basic teacher salary rate and any related experience allowances granted to a teacher filling one of these positions. A section shall have the meaning as defined in the definitions article.

15.05 Department Chair Positions with Credit Bearing Sections Only (i.e. The Arts, Business, Canadian and World Studies, Cooperative Education and Other Forms of Experiential Learning, English, Health and Physical Education, Mathematics, French, Native, Classical and International Languages, Social Sciences and the Humanities, Science and Technology)

- 15.05.a Base Amount \$900
- 15.05.b For each section up to 50 a minimum of \$40
- 15.05.c For each section over 50 \$20

15.06 Assistant Department Chair Positions with Credit Bearing Sections Only:

- 15.06.a Base Amount \$600
- 15.06.b For each section over 50 \$20

15.07 Guidance Chair Positions

- 15.07.a Base amount \$900
- 15.07.b For every 33 ADE students \$40
- 15.07.c For each guidance credit section and credit recovery section \$20

15.08 Special Education Chair Positions:

- 15.08.a Base Amount \$900
- 15.08.b For every 66 ADE students \$40
- 15.08.c For each section of learning strategies, life skills and secondary learning centres (i.e. K courses) section \$20

15.09 Student Activities Coordinator

- 15.09.a Base Amount: \$600
- 15.09.b For every 150 ADE students \$40

15.10 Library Chair Positions:

- 15.10.a Base amount \$900
- 15.10.b For every 88 ADE students \$40

15.11 Student Services Chair Positions (in schools under 750 ADE) will combine guidance and cooperative education and other forms of experiential learning

15.11.a	Base Amount	\$900
15.11.b	For every 38 ADE students	\$40
15.11.c	For each cooperative education section	\$40
15.11.d	For each guidance credit section and credit recovery section	\$20

15.12 Position Allowances will be calculated using actual enrolment data and section counts as at October 31st and March 31st in each school year. Adjustments to allowances shall be made subsequent to March 31st.

15.13 The total allowances and related insured and statutory benefit costs, including allowances paid to temporary positions of responsibility replacing a current position of responsibility on a paid leave, shall not exceed the revenues generated for Department Heads in the provincial funding formula. The base amounts specified in this article shall remain constant. The amounts for sections, ADE and Life Skills classes shall be variable from year to year and shall be increased or decreased to reflect the Department Heads revenues.

15.14 Term of Appointment

15.14.a Chairs and Coordinator positions shall be posted on a rotating five (5) year schedule in June prior to the school year in which the term begins:

- 15.14.a.1 Group A to be posted in June 2015;
- 15.14.a.2 Group B to be posted in June 2016;
- 15.14.a.3 Group C to be posted in June 2017;
- 15.14.a.4 Group D to be posted in June 2018;
- 15.14.a.5 Group E to be posted in June 2019.

15.14.b Group A includes Mathematics and Library;

15.14.c Group B includes Health and Physical Education and Student Activities;

15.14.d Group C includes Business, English, French, Native, Classical and International Languages, and Special Education;

15.14.e Group D includes Arts, Technology and Science;

15.14.f Group E includes Canadian and World Studies, Social Science and the Humanities, Cooperative Education and Other Forms of Experiential Learning, Guidance and Career Education.

15.15 All successive terms shall be for five (5) years, rotating in order by Group as set out above.

15.16 Terms are renewable and there shall be no limit to the number of renewable terms.

15.17 The term appointment for an Assistant Department Chair shall be the same as the conditions referenced in this article provided that the number of sections within a department is equal to or exceeds fifty (50).

15.17.a Notwithstanding, should the number of sections in a department in any year be less than forty-five (45), the appointment of an existing Assistant Department Chair shall be terminated on September 1st of the following school year.

15.18 Temporary Positions of Responsibility

15.18.a A department position which becomes vacant during the school year will remain vacant for no more than 30 days and will then be filled on a temporary basis.

15.18.b Temporary appointments shall be made to fill a vacancy which is created and will continue for the term of the position or the duration of the vacancy, whichever is less.

15.18.c The allowance for a temporary position of responsibility shall be the same as the allowances defined in this article.

15.19 Acting Positions of Responsibility

15.19.a All acting appointments shall remain until the end of the current school year. The position will then be posted and if there are no qualified applicants the current acting incumbent appointment will be renewed. In the event that there are qualified applicants, an interview and selection process will occur.

15.19.b The allowance for an acting position of responsibility shall be the same as the allowances defined in this article.

15.20 Any new teaching positions created in a school shall be aligned with Ministry curriculum documents where appropriate. In all other cases the board will consult with OSSTF prior to assignment of the teaching position.

L16.00 CALCULATION AND DATES OF SALARY PAYMENTS

16.01 Dates of Salary Payments

16.01.a Annual salary shall be paid in twenty-six or twenty-seven (27) equal payments, on alternate Fridays, between the start of September and the end of August of the following calendar year. Annual salary will be distributed equally based on the number of alternate Fridays in that period.

16.01.b Teachers retiring, resigning or commencing a statutory leave of at least 8 continuous weeks, as of June 30 will receive a final payment such that 100 percent of salary owed for the current school year is paid by that date, providing that Payroll Services receives sufficient written notice in advance of the payment date.

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

16.03 A teacher who is leaving or entering the employ of the board, including working only one semester or participating in a leave, within the school year, shall receive the same payments during the employment period as are designated in

- 17.01, but the final payments on the schedule shall be recalculated in accordance with Article 17.02.
- 16.04 Teachers participating in a Deferred Salary Leave of Absence shall have salary payments made in accordance with the Deferred Salary Leave of Absence Plan article.
- 16.05 The full amount of salary paid to a teacher teaching in only one semester will be paid to the teacher during the semester taught.
- 16.06 Part-time teachers who teach all year shall be paid on the basis of their workload each semester.
- 16.07 Full-time teachers shall have their salary annualized.
- 16.08 All teachers returning from leave will be provided with a copy of their pay schedule for that school year by Payroll Services.
- 16.09 Each teacher shall provide to the board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.
- 16.10 Should a retroactive salary adjustment be made, it shall be paid to all teachers on staff in the interval covered by the adjustment even if they are no longer employed by the board when the adjustment is made.
- 16.11 If the teacher is no longer employed by the board, the retroactive adjustment shall be forwarded to the teacher's bank account on file. In the event it is returned, it is the teacher's responsibility to contact the Superintendent of Human Resource Services within the greater of 3 months or the end of the board's fiscal year, informing the Superintendent of Human Resource Services where the adjustment can be forwarded.
- 16.12 For the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time Teachers shall be deemed to have worked eight (8) hours each work day they are employed. Part-time Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

L17.00 EMPLOYEE BENEFITS PLAN

- 17.01 The obligation of the Employer is to co-operate with the Bargaining Unit or its agent in arranging to pay the stated share of the premiums.
- 17.02 OSSTF District 17 agrees to indemnify the board and save it harmless from any loss, costs or damages than may result from claims against the board arising from such deductions and payment under the employee benefits plans, including but not limited to amount of payment or any denial of claim by the insurer.
- 17.03 The sole obligation of the board is to pay its stated share of the benefit premiums, as set out below, and as directed by the Union.
- 17.04 Notwithstanding the above, the board agrees to the following administrative functions:

- 17.04.a register members.
 - 17.04.b deduct premiums.
 - 17.04.c maintain LTD, life, extended health and dental plan enrolment records including dependent information necessary to the administration of the benefit plans in a style, which can be transferred to the Bargaining Unit or its agent Ontario Teachers Insurance Plan on a weekly basis.
 - 17.04.d allow the Bargaining Unit or its agent Ontario Teachers Insurance Plan to audit LTD, life, extended health and dental plan original enrolment information to verify the accuracy of board electronic records.
- 17.05 Change of Benefit Plans and/or Premium Rates
- 17.05.a Where changes in coverage have been determined, it is the obligation of the Union to notify the board to make the necessary adjustments in the deduction of premiums from the employees' pay. The Union will be required to notify the board one (1) month prior to any premium changes. The board assumes no responsibility or liability for the establishment or communication of rate changes to employees.
- 17.06 Board Contributions to Benefit Plans
- 17.06.a Any full time contract teacher shall be eligible to be a member of the benefit plan.
 - 17.06.b Any contract teacher working less than full time shall be eligible to be a member of the benefits plan provided the member pays a prorated amount of the premium cost subject to the approval of the agent.
 - 17.06.c Any member on unpaid leaves of absence shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums subject to the approval of the agent.
 - 17.06.d Any member on deferred salary leaves of absence shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums subject to the approval of the agent.
 - 17.06.e Any member on the Teacher Recall List shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums subject to the approval of the agent.
 - 17.06.f Any member on long-term disability shall be eligible to be a member of the benefits plan for up to two (2) years.
- 17.07 Effective September 1, 2008 the board agrees to contribute a one-time payment of \$326,846.47 to the Extended Health and Dental Insurance Plan.
- 17.08 Extended Health Insurance

- 17.08.a Effective January 1, 2012 the board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$216.74 per month towards the cost of family coverage or \$105.27 per month towards the cost of single coverage.
- 17.09 Group Life Insurance Plan and Accidental Death and Dismemberment Insurance
- 17.09.a The board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance Plan as determined by the Union.
- 17.10 Long-Term Disability Plan
- 17.10.a The board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Long-Term Disability Insurance Plan as determined by the Union.
- 17.10.b Every newly hired teacher shall be enrolled in the Union's Long Term Disability Plan and shall remain in the Plan until such time their total number of sick leave credits equals the number of school days to retirement, and the pension payment equals or exceeds the Long Term Disability Benefit. Employees will be removed from enrolment in the LTD plan in accordance with this provision only after completion of the red declination card. A red declination card initialed as to the coverage being declined, properly completed, signed by the employee, the Union's Chief Negotiator and witnessed by another employee, must be filed at the board's Payroll Office (Department). Payroll Adjustments will not be made until such declination cards are on file.
- 17.11 Dental Insurance Plan
- 17.11.a Effective January 1, 2012, the board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Dental Insurance Plan as determined by the Union. The board will contribute for full-time employees enrolled in such plan \$125.37 per month towards the cost of family coverage or \$48.89 per month towards the cost of single coverage.
- 17.12 Effective September 1, 2010 and September 1, 2011, the board agrees to contribute a one-time payment in each year for the amount of \$214, 952 for benefits enhancements. This amount is subject to confirmation from the Ministry of Education upon submission of the board's approved 2008-09 financial statements. Should an adjustment be required, the board will recalculate the amount and provide any increase to OSSTF. OSSTF will reimburse the board for any shortfall.
- 17.13 Insured Benefit Plans as a Condition of Employment and Opting Out
- 17.13.a Newly employed personnel who are subject to the conditions of the agreement will be automatically enrolled in all insured welfare benefits. Coverage will be effective as of the date of their commencing employment.

17.13.b All personnel who are subject to the conditions of this contract settlement, may at any time after completing thirty (30) days of employment, "opt out" of any or all insured benefit plan(s) in which they are enrolled except Long Term Disability. A red declination card initialed as to the coverage being declined, properly completed, signed by the employee and witnessed by another employee, must be filed at the board's Payroll Office (Department). Payroll Adjustments will not be made until such declination cards are on file.

17.14 The contributions defined in this article include the Ontario Sales Tax.

L18.00 ACCUMULATED SICK LEAVE CREDITS

18.01 All full-time teachers shall be included in the plan.

18.02 All part-time teachers shall be included in the plan on a pro-rata basis. Accumulations (including maximum on accumulation) and loss of sick leave credits shall be in proportion to the portion of a full-time position which the teacher works.

18.03 Sick Leave Credits will be deducted on a pro-rata basis for time missed due to absence as follows:

18.03.a 1 period 0.333 sick leave credits

18.03.b 2 periods 0.666 sick leave credits

18.03.c 3 periods 1.000 sick leave credits

18.04 A teacher transferring from another Canadian Board of Education or Provincially / Federally funded teaching position will be credited with the number of days of accumulated sick leave credits with which the employee had been credited by the previous Canadian board of Education or Provincially / Federally funded teaching position providing no gratuity has been paid in respect of these credits and subject to the limitation set out in the Education Act.

18.05 A teacher who is re-employed by this board will be credited with the number of days of accumulated sick leave with which the teacher had been credited by this board, or a predecessor board, providing that no gratuity had been paid in respect of these credits and subject to Section 158 (6) of the Education Act. The teacher will be required to sign a statement regarding intervening employment prior to the credit for sick leave being granted. Credits claimed by a teacher from a predecessor board or from the present board beyond an interval exceeding an absence of two (2) years must be substantiated by the teacher in a manner acceptable to the board.

18.06 For purposes of sick leave, a teacher shall receive twenty (20) sick leave credits, less days lost during the year, for each year of service with this board. These credits may be accumulated to a maximum of two hundred (200) days.

18.07 A teacher who has accumulated the maximum two hundred (200) days sick leave may, accumulate additional credits to a further maximum of one hundred (100) days for the purposes of retirement gratuity. These credits shall be segregated into an account for that purpose, and once segregated, cannot be used as regular sick leave credits.

- 18.08 In calculating the accumulative sick leave credit for a partial year of employment, full months of employment only will be used.
- 18.09 Accumulated sick leave credits shall be calculated annually as of August 31. In any school year, a teacher absent due to illness will be entitled to benefits for the current school year as follows:
- 18.09.a twenty (20) days sick leave for current school year.
- 18.09.b accumulated sick leave credits as of August 31, of the preceding school year.
- 18.10 If an absence extends beyond the current school year, the credits remaining at the end of the school year will be payable in the following school year and will cease when the credits expire.
- 18.11 A full-time teacher who becomes a part-time teacher shall have his/her accumulated sick leave credits reduced in proportion to his/her change in time worked. These aforementioned credits shall be segregated into an account for that purpose, and will be reinstated for the purpose of calculation of the retirement gratuity or on a pro-rata basis should that teacher at a later date increase his/her percentage of time worked.
- 18.12 A statement of accumulative sick leave credit balance shall be shown on each employee's electronic pay statement on the payroll portal.
- 18.13 The opening balance in the statement of accumulated sick leave is deemed to be correct unless written objection is received by the Payroll Department within one year of the date of commencement of employment.
- 18.14 Charges against the accumulated sick leave credit will be deemed to be correct unless written objection is received by the Payroll Department within one (1) year of the date on which the entry is recorded.
- 18.15 Members returning to work from expired sick leave will receive a pro-rated complement of sick leave which can only be used for absence for the portion of time they are working.
- 18.16 Members continuing to work following expiration of sick leave will receive a pro-rated complement of sick leave credits the following September which can only be used for absence for the portion of time they are working.

L19.00 RETIREMENT GRATUITY

- 19.01 Retirement Gratuities were frozen as of August 31, 2012. A teachers 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:
- 19.02 Any employee who has served a minimum of five (5) continuous years with this board or its predecessors, and retires due to any of the following conditions, shall be entitled to a retirement gratuity:

19.02.a death,

19.02.b permanent disability as defined by the Teachers' Pension Plan,

19.02.c eligibility for and in receipt of a service or disability pension as defined by the Teachers' Pension Plan. Receipt of the pension as a requirement for eligibility for a retirement gratuity may be waived at the sole discretion of the Administrative Council,

19.02.d effective January 1, 1999, transfer of pension benefits through the commuted value option, provided that the employee has achieved a factor that is within one (1) year of the factor required for an unreduced pension or is within six (6) months of the minimum age required for a reduced pension. This provision is not intended to be a service gratuity and if challenged successfully under any statute shall be null and void.

19.03 The gratuity shall be calculated as follows:

$$\frac{N}{200} \times \frac{S}{2} \quad \text{where}$$

N - is the number of unused accumulated sick leave credit days at time of separation from the board as a teacher, and

S - is the full time equivalent salary at the time of retirement

19.03.a all subject to the following conditions:

19.03.a.1 In accordance with Section 180, Education Act, the maximum amount receivable by the employee shall not be in excess of an amount equal to one-half (0.5) of the full-time annual rate of the earnings received by the employee for the last complete year or school year, as the case may be, in which the employee was employed by the board.

19.03.a.2 For a teacher who has reduced the terms of employment, any sick leave credits that have been segregated, as per the Accumulated Sick Leave Credits article, will be reinstated for the purpose of calculating the Retirement Gratuity in accordance with Section 158 1(b) of the Education Act.

19.03.a.3 All teachers may elect to receive the gratuity in one to three payments. In this, all are advised to consult with their income tax office to ascertain the most advantageous plan.

19.03.a.4 In the event of the death of a teacher, any benefits accrued under any of the above conditions shall be paid to the beneficiary designated by the teacher.

L20.00 PROFESSIONAL DEVELOPMENT AND FUNDS

- 20.01 Professional Development shall be voluntary and self-directed except for scheduled professional development during the agreed upon professional activity days.
- 20.02 For the 2014-2015 and 2015-2016 school years, the board agrees to provide the following allocation of funds for the professional development of its staff:
 - 20.02.a Teachers - \$87.00 per FTE Teacher
 - 20.02.b County P.D. - \$33.00 per FTE Teacher
 - 20.02.c The board agrees to transfer all existing school PD funds into an account as directed by the Bargaining Unit no later than thirty (30) calendar days after the request was submitted.
 - 20.02.d The Bargaining unit agrees to use the above funds for the purpose of costs related to the professional development of its members.
- 20.03 Effective September 1, 2016, the board agrees to provide \$60 per FTE teacher each semester to the Bargaining Unit based on the number of FTE teachers on October 31 and March 31 for the professional development of its members.
- 20.04 Funds allocated in this article shall be allocated only to Bargaining Unit members covered by this collective agreement on the basis of criteria determined by a Bargaining Unit committee of teachers elected from each school.
- 20.05 The board shall pay one hundred percent (100%) of the tuition fees, and the cost of required texts to a maximum of two hundred dollars (\$200) per course, for courses assigned by the Director, or designate.
- 20.06 All courses for which payment will be claimed must be approved in advance by the Director, or designate.
- 20.07 The board is committed to advising members, in advance, whether or not their participation in scheduled meetings will include mileage reimbursement.
- 20.08 OSSTF agrees to provide the board with a report describing the previous year's use of Bargaining Unit Professional Development funds by September 30th.

L21.00 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

- 21.01 The object of this SEB Plan is to supplement the Employment Insurance (E.I.) benefits received by teachers from Service Canada for temporary unemployment caused by pregnancy, parental or family medical leave.
- 21.02 Only teachers granted a pregnancy, parental or family medical leave are covered by this Plan.
- 21.03 The other requirements for receipt of a SEB are:
 - 21.03.a The teacher must be eligible to receive E.I. from Service Canada. Eligibility for the E.I. benefits is to be a result of work done for the Simcoe County District School Board immediately prior to the leave;

21.03.b an application for SEB must be made by the teacher on a form to be provided by the board and the Teacher shall provide verification of the approval of the E.I. claim indicating the weekly amount to be paid by the Service Canada;

21.03.c the teacher shall sign an agreement with the board indicating:

21.03.c.1 that the teacher will return to work (prior to submitting any resignation) and remain in the service of the board (in accordance with the terms of the teacher's contract) after returning from the teacher's pregnancy, parental or family medical leave (and any subsequent additional leave granted by the board under this Agreement) and;

21.03.c.2 that should the teacher not comply with (i) above the teacher shall reimburse the board any monies paid to the teacher under this SEB plan.

21.04 A teacher must have applied for E.I. benefits before a SEB becomes payable.

21.05 A teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it has been verified that the teacher has applied and qualified for E.I.

21.06 A teacher shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.

21.07 It is understood that in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the teacher shall not exceed one-hundred percent (100%) of the teacher's normal weekly earnings consistent with the Service Canada.

21.08 The two (2) week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable.

L22.00 WORKING CONDITIONS

22.01. Each full-time teacher will be assigned core responsibility for six (6) seventy-five (75) minute periods.

22.02. No full-time teacher shall be assigned more than three (3) seventy-five (75) minute periods in each semester.

22.03. In addition to the six (6) seventy-five (75) minute-periods per school year, all teachers will be assigned Additional Professional Assignments (APAs). APAs will include a combination of teacher replacement duty and student supervision.

22.04. Student mentorship and/or Teacher mentorship will be self-directed by the teacher to maximize the expertise of teachers in support of student learning.

22.05. For the 2008-2009 school year, each full-time teacher will be responsible for a maximum of fifty two (52) half periods of APAs per year, based on seventy-five (75) minute periods.

- 22.06. Each full-time teacher will be responsible for a maximum of fifty (50) half periods of APAs per year, based on seventy-five (75) minute periods.
- 22.07. Prior to the commencement of each semester, the principal, in consultation with the In-School Staffing Committee shall determine the school needs for APAs, which shall be equitably assigned in collaboration with the In-School Staffing Committee. The Principal and the In-School Staffing Committee will review and may revise assignments mid-semester to address school needs, as long as assignments remain equitable and in compliance with the parameters as set out in the Collective Agreement. Any items in dispute will be referred to the Working Conditions Committee for resolution.
- 22.07.a. Weekly supervision schedules shall be distributed to members prior to the end of the final school day of the previous school week.
- 22.07.b. Supervision schedules for the first week of a school year shall be distributed to the members by the first day of school.
- 22.08. Notwithstanding the above, off-site teachers including but not limited to Alternative Learning Program Teachers may be assigned additional professional assignments in the form of student mentoring.
- 22.09. No teacher shall be assigned the equivalent of more than five (5) APAs per week, as determined by the In-School Staffing Committee.
- 22.10. Except in the event of an emergency, a teacher who is assigned supervision shall not be assigned teacher replacement duty in the same day. A maximum of two (2) emergency teacher replacement duties may be performed by each member per year. The emergency teacher replacement duties shall count toward the maximum number of APAs stated in this article.
- 22.11. All part-time teachers will have their duties and pay pro-rated to a full-time classroom teaching assignment as follows:
- 22.11.a. 1 period - 0.1667
- 22.11.b. 2 periods - 0.3333
- 22.11.c. 3 periods - 0.5000
- 22.11.d. 4 periods - 0.6667
- 22.11.e. 5 periods - 0.8333
- 22.11.f. 6 periods - 1.0000

22.12. Effective September 1, 2010, the following maximum class sizes shall apply:

Grade 9 & 10	Grade 11 & 12
30 Academic (D)	34 University (U)
26 Open Phys. Ed., Music, Drama and Dance	33 College (C)
24 Applied (P)	31 University/College (M)
26 Open (O) (include Computer and Information Technology)	25 Workplace (E)
21 Broad Based Technology Courses	28 Open (O) (include Computer & Information Technology)
24 Food & Nutrition/Visual Arts, and Grade 10 Communication Technology	26 Family Studies (Lab based Courses, Sewing/Foods)
18 At-risk Coop	28 Visual Arts
20 Applied (Supported)	25 Coop & Other Forms of Experiential Learning
16 GLS/GLE; Locally Developed	24 Technology (except Information Technology)
	18 GLS/GLE

Grade 9, 10, 11 & 12
21 Alternative Learning Programs
18 Credit Recovery Classes

22.13. Effective September 1, 2016, the following maximum class sizes shall apply:

Grade 9 & 10	Grade 11 & 12
30 Academic (D)	34 University (U)
26 Open Phys. Ed., Music, Drama and Dance	33 College (C)
24 Applied (P)	31 University/College (M)
26 Open (O) (include Computer Studies)	25 Workplace (E)
21 Technological Education (excluding Communications Technology)	28 Open (O) (include Computer Studies)
24 Family Studies (Lab Based Courses Sewing/Foods) Visual Arts, and Communication Technology	26 Family Studies (Lab based Courses, Sewing/Foods)
18 At-risk Coop	28 Visual Arts
20 Applied (Supported)	25 Coop & Other Forms of Experiential Learning
16 GLS/GLE; Locally Developed	24 Technological Education
	18 GLS/GLE

Grade 9, 10, 11 & 12
21 Alternative Learning Programs
18 Credit Recovery Classes

22.14. The effective date of all maximum class sizes will be October 31 and March 31.

- 22.15. Unless agreed to by the teacher, no teacher shall be assigned more than one (1) multi-level and/or multi-grade section per semester, excluding co-op. Multi Subject sections are not permissible.
- 22.16. Unassigned time shall be available to the teacher for preparation and marking.
- 22.17. It is understood that safety considerations and the number of workstations in a classroom may require the designation of a lower maximum class size. If in conflict the In-School Staffing Committee will report concerns to the Working Conditions Committee for resolution.
- 22.18. For classes that are multi-level and where different maximum class sizes apply, the maximum class size for the predominant (majority) program shall be used.
- 22.19. Each teacher shall be entitled to an uninterrupted period of not less than forty (40) consecutive minutes for lunch free from supervisory duties and/or teaching duties.
- 22.19.a. Unless agreed to by the teacher, the scheduled period of the day which will be their lunch will be assigned at the start of the semester and kept consistent throughout the semester.
- 22.19.b. Unless agreed to by the teacher, in a school with five (5) seventy-five (75) minute periods no teacher shall be assigned three (3) consecutive periods.
- 22.20. The board recognizes that teacher participation in extra-curricular activities (such as student sports, clubs, activities) is voluntary.
- 22.20.a. The board shall not compel any member to take on the responsibility of driver, when students are being transported in vehicles for curricular or extra-curricular events.
- 22.21. During a legal strike undertaken by members of another bargaining unit against the board, no teacher shall be required to perform duties which are normally performed by members of the bargaining unit which is on strike.
- 22.22. Class size maxima not addressed in this Article will be referred to the Working Conditions Committee for determination at the first scheduled working conditions meeting of the school year.
- 22.23. For a student accepted into a suspension/expulsion program, the subject teacher shall only be required to supply the equivalent of up to five (5) instructional days of work for the student. Beyond the fifth (5th) day programming shall be the responsibility of the suspension/expulsion program teacher understanding the subject teacher may be consulted.
- 22.24. Principals will distribute the following year's tentative teaching assignment to teachers prior to the last day of the school year calendar. A teacher on leave will contact the principal to obtain the information on their tentative teaching assignment

22.24 Time in Lieu

22.24.a If a member of the Bargaining Unit agrees to a written request by his/her principal, with the prior written approval of the Administrative Council, to work during normal non-teaching periods, the principal shall advise the teacher that he or she will be given equal time free from duties during the school year as per the following criteria:

- 22.24.a.1 the time in lieu will be determined, in advance, by the mutual agreement between the teacher and the principal,
- 22.24.a.2 lieu time may be taken before or after statutory, board and other holidays,
- 22.24.a.3 under no circumstances can the time in lieu exceed 5 days,
- 22.24.a.4 this time in lieu shall be at no cost to the board.

L23.00 CONTINUING EDUCATION

23.01. It is the purpose and intent of both parties to specify, within this Article, certain terms and conditions of employment for teachers employed by the board to teach secondary school credit courses in a Continuing Education Summer School, Adult Day School or Night School Program, or to deliver non-credit remedial programs as defined by the continuing education Literacy and Numeracy grant funding, where a teacher is hired to deliver the non-credit program, and to specify each section of this Collective Agreement which is applicable to these teachers.

23.02. The provisions of this Article shall constitute the entire agreement of the parties regarding Continuing Education Teachers. No other provisions of the Collective Agreement between the parties shall apply to Continuing Education Teachers unless expressly indicated otherwise in this Article.

23.03. The following Articles of this Collective Agreement apply to the teacher recognized in this Article.

- 23.03.a. Article 1 - Purpose
- 23.03.b. Article 2 - Effective Period
- 23.03.c. Article 3.03 - Definitions
- 23.03.d. Article 4 - Recognition
- 23.03.e. Article 5 - Board's Responsibilities and Statutory Rights of Parties
- 23.03.f. Article 6 - Grievance Procedure
- 23.03.g. Article 7 - Health & Safety
- 23.03.h. Article 8 - Return to Work / Accommodations
- 23.03.i. Article 10 - Strike or Lockout
- 23.03.j. Article 12 - Placement on Salary Scale
- 23.03.k. Article 37 - Professional Fees
- 23.03.l. Article 38- Access to Personnel File
- 23.03.m. Article 39 - Federation Dues
- 23.03.n. Article 40 - OSSTF General
- 23.03.o. Article 41 - Collective Agreement
- 23.03.p. Article 44 - Criminal Background Checks
- 23.03.q. Article 49 - Signatures

23.04. Salary

23.04.a. A credit course Continuing Education Teacher shall be placed and shall advance on the steps of the Continuing Education credit course Hourly Salary Schedule set out in this Article, on the basis of the Placement on the Salary Scale article.

23.04.b. Effective September 1, 2011, the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$38.19	\$39.80	\$43.45	\$45.75
1	\$40.50	\$42.28	\$46.28	\$48.81
2	\$42.83	\$44.77	\$49.06	\$51.89
3	\$45.12	\$47.28	\$51.93	\$54.98
4	\$47.44	\$49.78	\$54.78	\$58.05
5	\$49.78	\$52.26	\$57.61	\$61.11

23.04.c. Effective September 1, 2016, the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$38.57	\$40.20	\$43.88	\$46.21
1	\$40.91	\$42.70	\$46.74	\$49.30
2	\$43.26	\$45.22	\$49.55	\$52.41
3	\$45.57	\$47.75	\$52.45	\$55.53
4	\$47.91	\$50.28	\$55.33	\$58.63
5	\$50.28	\$52.78	\$58.19	\$61.72

23.04.d. Effective the 98th day of the 2016/2017 school year (February 3, 2017), the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$38.76	\$40.40	\$44.10	\$46.44
1	\$41.11	\$42.91	\$46.97	\$49.55
2	\$43.48	\$45.45	\$49.80	\$52.67
3	\$45.80	\$47.99	\$52.71	\$55.81
4	\$48.15	\$50.53	\$55.61	\$58.92
5	\$50.53	\$53.04	\$58.48	\$62.03

23.04.e. Every qualified credit course Continuing Education teacher should progress on the Continuing Education credit course Hourly Salary Schedule from the minimum of the starting salary to the maximum salary by the annual increments provided in the salary schedule.

23.04.f. Effective September 1, 2011, the hourly salary for non-credit Continuing education is \$40.97/hour.

23.04.g. Effective September 1, 2016, the hourly salary for non-credit Continuing education is \$41.38/hour.

23.04.h. Effective the 98th day of the 2016-2017 school year (February 3, 2017), the hourly salary for non-credit Continuing education is \$41.59/hour.

23.04.i. It is understood that all rates quoted in this Article include Holiday and Vacation pay.

23.05. Illness

23.05.a. Continuing education teachers will be entitled to leave of absence with pay, for two (2) working days per credit course, for illness. The board may require verification of the illness by a certified medical doctor prior to payment of salary for the absence.

23.06. Continuing Education Learning Centres

23.06.a. Credit Courses at Learning Centres will be taught by both Continuing Education Teachers and Contract Teachers.

23.06.b. Contract teachers hired after September 1, 2008 may be assigned to teach at any continuing education site on a semester basis dependent upon programming needs.

23.07. Posting of Positions

23.07.a. All posting for bargaining unit positions will be posted on Apply to Education (ATE) for at least five (5) days.

23.07.b. Continuing Education Teachers are eligible to apply for all bargaining unit postings.

23.07.c. Prior, or current Continuing Education Teachers, who apply for continuing education teaching positions shall be given consideration for the position prior to other applicants. Consideration is not a guarantee of an interview. Prior or current Continuing Education Teachers who apply and who do not receive an interview may contact the Principal of Continuing Education to request the reason(s) for not being granted an interview.

23.08. Continuing Education Service and Experience

23.08.a. One (1) year of continuing education service and experience shall be equal to teaching six hundred and sixty (660) hours of continuing education credit courses.

23.08.b. Less than six hundred and sixty (660) hours of continuing education credit courses shall be prorated.

23.08.c. In any one school year, no teacher shall accumulate service exceeding one (1) full year.

23.09. Benefits

23.09.a. The board will not make any contributions toward the cost of benefits for Continuing Education teachers.

23.09.b. Eligibility

23.09.b.1 Continuing Education Teachers employed by the Simcoe County District School Board on term-definite contracts teaching a minimum of 110 hours in a six month period shall be eligible to participate in the Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance, Group Extended Health Insurance, and Group Dental Insurance benefits plan if they opt into the plan at the time of hire.

23.09.b.2 Once the teacher has opted into the plan, the teacher will not be able to opt out of the plan for the duration of the teacher's term-definite contract with the board.

23.09.b.3 Benefits coverage shall terminate at the end of the month in which the Continuing Education Teacher's term-definite contract expires unless their employment continues on a new term-definite contract.

23.09.c. Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance

23.09.c.1 The board agrees it will deduct employee premiums as requested by the Union for Continuing Education Teachers enrolled in a Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance Plan as determined by the Union.

23.09.d. Group Extended Health Insurance

23.09.d.1 The board agrees it will deduct employee premiums as requested by the Union for Continuing Education Teachers enrolled in a Group Extended Health Insurance Plan as determined by the Union.

23.09.e. Group Dental Insurance

23.09.e.1 The board agrees it will deduct employee premiums as requested by the Union for Continuing Education Teachers enrolled in a Group Dental Insurance Plan as determined by the Union.

23.09.f. Benefit Deductions

23.09.f.1 Continuing Education Teachers who are under term-definite contract to teach 330 hours or greater in a 6 month period will be deducted the equivalent amount for benefits that a Contract Teacher, teaching 3 periods per semester would be deducted from their salary.

23.09.f.2 Continuing Education Teachers who are under term-definite contract to teach 220 hours or greater in a 6 month period will be deducted the equivalent amount for benefits that a Contract Teacher, teaching 2 periods per semester would be deducted from their salary.

23.09.f.3 Continuing Education Teachers who are under term-definite contract to teach 110 hours or greater in a 6 month period will be deducted the equivalent amount for benefits that a Contract Teacher, teaching 1 period per semester would be deducted from their salary.

23.10. Working Conditions

23.10.a. Where credit courses taught by continuing education teachers exceed 35 students, additional classroom support for the continuing education teacher shall be provided.

L24.00 ELECTRONIC AND DISTANCE EDUCATION PROGRAMS

24.01. The board agrees to provide the Bargaining Unit with all information pertaining to enrolment and staffing of credit courses offered by electronic and distance education programs.

24.02. Secondary school students under 21 years of age taking electronically delivered and distance education credit courses offered in a school shall be recorded on the day school register and assigned to a class.

24.03. An electronically delivered or distance education credit course delivered in a school may be assigned to a teacher as part of the teacher's normal assignment. The assignment shall comply with the workload and class size provisions.

24.04. All lesson preparation, teaching, tutoring, evaluation, testing and reporting of marks for students taking e-Learning or distance education credit courses shall be the responsibility of the Teacher assigned to the course. No Teacher other than the Teacher delivering the e-Learning or distance education course shall be required to tutor e-Learning students.

L25.00 ABSENCES AND LEAVES OF ABSENCE

25.01. Accumulated sick leave is used to cover absences due to illness. On the request of the teacher and with the prior approval (when possible and reasonable) of the principal, it may be used to cover the following absences of a special nature.

25.01.a. serious accident or illness in immediate family for sufficient time to alleviate the emergency condition;

25.01.b. although medical or dental appointments are expected to be scheduled outside of working hours, exceptions may be covered;

25.01.c. bereavement leave as required by the particular circumstances;

- 25.01.d. educational examination involved with the teacher's professional qualifications;
 - 25.01.e. convocation or graduation involving the teacher, the teacher's spouse, child or parent;
 - 25.01.f. inclement weather unless the school is declared closed under Policy 4470 - (If in the opinion of the principal and the respective Superintendent of Education, the absence was not justifiable, a day's pay shall be deducted);
 - 25.01.g. adoption leave of four days with one additional day for adoption court if required;
 - 25.01.h. paternity leave of four days, within the first month after the child is in the primary care of the parent;
 - 25.01.i. community or public service of an emergency nature - (Not for regularly scheduled or normal events falling during the school day);
 - 25.01.j. attendance at the birth of the teacher's child.
- 25.02. In addition, on the request of the teacher and with the prior approval of the principal and the Superintendent of Human Resource Services, or designate, accumulated sick leave may be used to cover the following absences:
- 25.02.a. community or public service of a special nature - (Not for regularly scheduled or normal events falling during the school days);
 - 25.02.b. attendance at Provincial meetings for District Executive delegates.
- 25.03. On the request of the teacher and with the prior approval of the Superintendent of Human Resource Services or designate, accumulated sick leave may be used to cover absences for unusual personal reasons not obviously covered by the above.
- 25.03.a. When a leave has been granted, the principal of the teacher's school will be informed, by the office of the Superintendent of Human Resource Services, that a leave for personal and confidential reasons has been granted.
- 25.04. Disagreement in interpretation of the above shall be referred to the Director of Education, or designate, for prior approval.
- 25.05. The following absences shall be without loss or gain of salary and without loss of sick leave credits or supplemental absences:
- 25.05.a. quarantine,
 - 25.05.b. jury duty,
 - 25.05.c. subpoena,
 - 25.05.d. recognized religious holy days with the prior approval of the principal,

25.05.e. unusual and urgent personal reasons approved by the Director of Education or designate.

25.05.f. school closure

25.06. Absence without loss or gain of salary and without loss of sick leave credits may be granted to a teacher to attend a liaison meeting with a community or educational organization approved by the board or Administrative Council.

25.07. In the first case of personal illness of five (5) consecutive days, an acceptable certificate from a physician, or other qualified practitioner, authorizing the board to confirm the necessity for the absence may be required. Such an acceptable certificate may also be required for cases of personal illness which total more than five (5) school days in the same school year. A member, where required, shall provide to the board evidence of illness satisfactory to the Employer stating the dates of absence and the reason therefore, excluding diagnosis.

25.08. Absences that are not approved under the terms of 25.01 - 25.07 shall result in loss of pay unless there are extenuating circumstances satisfactory to the Director of Education.

25.09. No provision of this Agreement shall preclude the Director of Education, or designate, from granting, at the request of a teacher, leave with or without pay and with or without deduction of sick leave credits when in the opinion of the Director, or designate, such leave is appropriate.

25.10. A member shall have the right to OSSTF representation at any meeting with Human Resource Services where the member's attendance history is to be discussed.

L26.00 LEAVE OF ABSENCE – EXECUTIVE POSITION – PROVINCIAL OSSTF

26.01 Upon written request by the Provincial Office of OSSTF, a teacher, holding a contract with the Simcoe County District School Board, who has been elected to a full-time executive position on the Provincial Executive of OSSTF shall be granted a Leave of Absence for the term of the elected office.

26.02 Salary and benefits under the current Collective Agreement shall continue to be paid to the teacher by the Simcoe County District School Board, but the Provincial Federation shall reimburse the Simcoe County District School Board for all costs relating to payment for that teacher under the Collective Agreement.

26.03 While on such leave, the teacher shall be entitled to Accumulated Sick Leave Credits. Teachers on such leaves for less than twenty-four (24) months shall notify the board through the SCARRI system. Teachers on such leaves for greater than twenty four (24) months shall notify the board of used sick days through the Human Resource Services Department.

26.04 While on such leave, the teachers elected to the above-named positions shall continue to accumulate seniority and experience as if the teacher had remained in a full-time teaching position with the board.

- 26.05 Teachers on a Leave of Absence to represent the members of OSSTF in a Provincial Executive position, for less than 24 consecutive months, will be guaranteed a return to their original school or position of responsibility subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 26.06 Teachers wishing to take a Leave of Absence for an Executive Position with Provincial OSSTF that will exceed 24 consecutive months may request approval in writing to the Superintendent, Human Resource Services. Such requests for leaves exceeding 24 consecutive months will not be unreasonably denied.
- 26.06.a The Superintendent, Human Resource Services may also approve a return to their original school and position of responsibility, where applicable, in advance of the leave. Such return to the original school shall be subject to the Seniority, Placement, Transfers and Redundancy provisions. Such requests will not be unreasonably denied.

L27.00 LEAVE OF ABSENCE – EXECUTIVE OFFICERS – BARGAINING UNIT

- 27.01 Upon written request by the Bargaining Unit, a teacher holding a contract with the Simcoe County District School Board who has been elected to an executive position of the bargaining unit shall be granted a leave of absence for the term of elected office.
- 27.02 Salary and benefits under the current Collective Agreement shall continue to be paid to the teacher(s) by the Simcoe County District School Board, but the Bargaining Unit shall reimburse the Simcoe County District School Board thirty percent (30%) of the salary and benefits for the Bargaining Unit President and one-hundred percent (100%) of the salary and benefits for any additional executive officers.
- 27.03 While on such leave, the teacher shall be entitled to Accumulated Sick Leave Credits. Teachers on such leaves for less than twenty-four (24) months shall notify the board through the SCARRI system. Teachers on such leaves for greater than twenty four (24) months shall notify the board of used sick days through the Human Resource Services Department.
- 27.04 While on such leave, the teachers elected to the above-named positions shall continue to accumulate seniority and experience as if the teacher had remained in a full-time teaching position with the board and receive all salary and benefits under the Collective Agreement as if they had remained in their contracted teaching position with the board.
- 27.05 Teachers on a Leave of Absence to represent the members of OSSTF in a Bargaining Unit Executive Officer position, less than 24 consecutive months, will be guaranteed a return to their original school or position of responsibility subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 27.06 Teachers wishing to take a Leave of Absence in a Bargaining Unit Executive Officer Position that will exceed 24 consecutive months may request approval in writing to the Superintendent, Human Resource Services. Such requests for leaves exceeding 24 consecutive months will not be unreasonably denied.

27.06.a The Superintendent, Human Resource Services may also approve a return to their original school and position of responsibility, where applicable, in advance of the leave. Such return to the original school shall be subject to the Seniority, Placement, Transfers and Redundancy provisions. Such requests will not be unreasonably denied.

27.07 It is agreed and understood that leaves for such executive officers for the Bargaining Unit are limited to a maximum of three (3) full-time equivalent teachers in any one-year.

L28.00 LOAN OF SERVICE OR SECONDMENT

28.01 A teacher, at the discretion of the Director of Education or designate, may be granted a leave of absence in order to participate in a loan of service or a secondment with an entity approved by the board.

28.02 A teacher on a loan of service with another entity shall be covered by the terms and conditions of this Collective Agreement unless the teacher has signed an agreement with the entity which specifies different terms and conditions of employment. Where the terms in salary and working conditions are in conflict with this collective agreement, the terms to which the teacher has agreed shall take precedent.

28.03 Upon the expiration of a loan of service or a secondment which does not exceed twenty four (24) consecutive months, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the Seniority, Placement, Transfers and Redundancy provisions.

28.04 In the event that the teacher was granted a loan of service or a secondment which exceeded twenty-four consecutive months, upon expiration, the teacher will be assigned a position in the County subject to the Seniority, Placement, Transfers and Redundancy provisions.

L29.00 FAMILY MEDICAL LEAVE OR CRITICALLY ILL CHILD CARE LEAVE

29.01 Family Medical Leave or Critically Ill Child Care Leave will be granted in accordance with the Employment Standards Act.

L30.00 LONG-TERM UNPAID LEAVE OF ABSENCE

30.01 A Long-Term Unpaid Leave of Absence shall be for a period of one semester or more.

30.02 A teacher holding a contract with the Simcoe County District School Board, at the discretion of the Director of Education or designate, may be granted an unpaid leave of absence for reasons mutually agreed upon between the applicant and the board, without pay and without accumulation of sick leave credits.

30.03 The application for a long-term unpaid leave of absence must be submitted to the Superintendent of Human Resource Services:

30.03.a by April 1 for leaves starting the following September and

- 30.03.b by December 1 for leaves starting at the beginning of Semester II of that school year.
- 30.03.c at the earliest date possible for Leaves commencing at other times.
- 30.04 Teachers wishing to retain the employee benefits coverage must assume the full cost of the fringe benefits plan during the leave of absence. Arrangements for payment must be made prior to commencing the leave.
- 30.05 Upon expiration of a long-term unpaid leave of absence, which did not exceed two years, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 30.06 In the event that a teacher is granted, a long-term unpaid leave of absence, which exceeds two years, upon expiration of the leave the teacher will be, assigned a position in the county subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 30.07 A teacher on a long-term unpaid leave of absence must give notice, in writing, to the Superintendent of Human Resource Services of their intention to return to work, or apply for another long-term unpaid leave of absence subject to the approval of the Superintendent of Human Resource Services.
- 30.07.a by April 1 of the year of leave for return or renewal in September of the following school year, or
- 30.07.b by December 1 for return or renewal at the beginning of the second semester.
- 30.08 In the case of unforeseen difficulties, a teacher may be granted a return from unpaid leave by giving two (2) weeks' notice, in writing, to the Superintendent of Human Resource Services. Such requests will be considered if vacancies exist in accordance with their qualifications.
- 30.09 Upon re-assignment, the seniority and the accumulated sick leave days obtained before the leave was commenced will be reinstated.
- 30.10 Teachers on long-term Unpaid Leaves of Absence are required to maintain good standing status with the Ontario College of Teachers during the period of the leave and will provide proof of good standing as well as a current offense declaration prior to returning from the leave to normal duties.
- 30.11 The approval and/or timing of long-term unpaid leaves of absence may be dependent on the availability of suitably qualified occasional teachers.
- 30.12 A teacher who is a successful candidate in a federal, provincial or municipal election shall be granted a full-time or part-time unpaid leave of absence if it is requested by the teacher.
- 30.13 In cases where absence is compensable under the Workplace Safety and Insurance Board, the period of absence to be charged to the sick leave credits shall be equal to the payments made by the board to the teacher.

L31.00 SHORT-TERM UNPAID LEAVE OF ABSENCE

- 31.01 Requests for a short-term unpaid leave of absence will be made utilizing an on-line application.
- 31.02 A Short-Term Unpaid Leave of Absence shall be for a period less than one semester.
- 31.03 A teacher holding a contract with the Simcoe County District School Board, at the discretion of the Director of Education or designate, may be granted an unpaid leave of absence for reasons mutually agreed upon between the applicant and the board, without pay and without accumulation of sick leave credits.
- 31.04 The application for leave must be submitted to the Superintendent of Human Resource Services at the earliest date possible in advance of the leave start date.
- 31.05 Teachers wishing to retain the employee benefits coverage must assume the full cost of the fringe benefits plan during the leave of absence. Arrangements for payment must be made prior to commencing the leave.
- 31.06 Upon expiration of an unpaid leave of absence, which did not exceed two years, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 31.07 Upon return from a short-term unpaid leave, the seniority and the accumulated sick leave days obtained before the leave was commenced will be reinstated.
- 31.08 Teachers on Short-term Unpaid Leaves of Absence are required to maintain good standing status with the Ontario College of Teachers during the period of the leave.
- 31.09 The approval and/or timing of unpaid leaves of absence may be dependent on the availability of suitably qualified occasional teachers.
- 31.10 If requested a teacher who is a candidate, or is seeking a nomination in a federal, provincial or municipal election will be granted an unpaid leave of absence, in full or part day increments, for campaigning purposes.
- 31.11 In cases where absence is compensable under the Workplace Safety and Insurance Board, the period of absence to be charged to the sick leave credits shall be equal to the payments made by the board to the teacher.

L32.00 DEFFERED SALARY LEAVE OF ABSENCE PLAN

- 32.01 Description:
 - 32.01.a The Deferred Salary Leave Plan (the Plan) has been developed to afford contract teachers the opportunity of taking a leave of absence which is financed through the deferral of their salary.

32.01.b The parties agree to maintain the Plan to reflect regulations of the Canada Revenue Agency (CRA), as amended from time to time. The board agrees to provide a link to the Plan details on the staff website to include the application form, salary deferral information and a link to CRA.

32.02 Eligibility:

32.02.a A contract teacher shall have taught for three (3) continuous years with the Simcoe County District Board before they are eligible to apply for Salary Deferral Leave of Absence plan.

32.02.b The number of teachers eligible to enter the Plan in any one school year will be determined by the board.

32.03 Application and Approval Process:

32.03.a A contract teacher wishing to participate in the Plan may submit an application to the Superintendent of Human Resource Services, for their approval. Application forms will be available on the staff website.

32.03.b Applicants will be notified of their preliminary acceptance, or rejection, of their participation in the Plan within one (1) month of receipt of their application.

32.03.c Participants upon preliminary acceptance in the Plan, shall be required to sign an agreement, satisfactory to the CRA, supplied by the board, before final approval of the leave will be granted.

32.03.d A contract teacher shall not be permitted to transfer between approved CRA Plan options.

32.03.e All requests for deferred salary leave of absence for periods that will commence other than at the beginning of a school year or semester shall be accompanied by reasons for the request.

32.04 General Terms and Conditions

32.04.a At the request of the teacher, the commencement of the absence from the board, due to the deferred salary leave of absence, may be adjusted, within the provisions of the CRA.

32.04.b The salary deductions shall be deposited in a trust or fund designated by the board.

32.05 The board agrees to undertake the administrative expense of such deductions or deposits of salary as may be necessary at no expense to the teachers.

32.06 A teacher may alter the amount of the salary deduction within the limits defined by the CRA by giving the board sixty (60) days' notice in writing.

- 32.07 Should a teacher leave the employ of the board for any reason (including illness or death) while participating in the plan, any monies owed and interest accumulated shall be paid to the teacher or the teacher's estate within sixty (60) days.
- 32.08 At least one (1) month prior to the commencement of the leave, a teacher may withdraw from the plan, in which case monies owed and interest accumulated shall be paid to the teacher or estate within sixty (60) days.
- 32.09 Teachers wishing to retain the employee benefits coverage must assume the full cost of the fringe benefits plan during the leave of absence. Benefit premiums will be deducted from the teacher's bi-weekly payments.
- 32.10 The taking of a deferred salary leave of absence shall not alter the number of days to the teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave.
- 32.11 While on deferred salary leave of absence, a teacher shall retain but not increase continuous seniority with the board.
- 32.12 The board agrees to the conditions of the deferred salary leave of absence and the teacher going on leave agrees to these conditions as well as to the conditions in the teacher's individual contract.
- 32.13 While on a deferred salary leave of absence, the teacher will maintain their original position (including a Position of Responsibility) in the original school subject to the Seniority, Placement, Transfers and Redundancy provisions.

L33.00 LEAVES GENERAL

- 33.01 Teachers on any approved leave, or part-time teachers who are not currently teaching, who are declared transferable through the Seniority, Placement, Transfers and Redundancy provisions, shall be notified by electronic mail and, if necessary, mail addressed to the last known address.
- 33.02 No teacher on, deferred salary leave of absence, unpaid leave of absence, loan of service or secondment, or exchange program which exceeds twenty-four (24) consecutive calendar months, will be guaranteed a return to the original school or position of responsibility. Only leaves of absence, which specify a guaranteed return to the original school, in excess of a twenty-four (24) consecutive calendar month absence, shall be honoured.
- 33.03 Upon the expiration of a leave, that exceeds two (2) years, the teacher will be assigned to a teaching position within the board.
- 33.04 Teachers on a Leave of Absence to represent the members of OSSTF in a Provincial Executive position, for less than 24 consecutive months, will be guaranteed a return to their original school or position of responsibility subject to the Seniority, Placement, Transfers and Redundancy provisions.

L34.00 PREGNANCY AND PARENTAL LEAVES

- 34.01 Pregnancy, Parental and Adoption leaves shall be granted in accordance with The Employment Standards Act and as augmented by this Article.

- 34.02 In accordance with The Employment Standards Act, Adoption Leave is a Parental Leave.
- 34.03 Upon approval of the E.I.C., the board will provide a weekly benefit, payable for the two week waiting period at a weekly rate equal to one-hundred percent (100%) of the teacher's normal weekly earnings providing the teacher complies with the conditions of the SEB-Plan. Normal weekly earnings to be calculated as follows:
- $$\frac{\text{Teacher's annual earnings}}{\text{Number of days in the school year}} \times 5$$
- 34.04 The board shall provide a top up to one hundred percent (100%) of the Teacher's salary for the six (6) weeks of pregnancy leave following the waiting period.
- 34.05 A teacher who is eligible for E.I. benefits may only use the provisions of 34.03 and 34.04. A teacher who is not eligible for E.I. benefits and who provides medical substantiation for the need may use sick leave credits. A teacher may only access the number of sick day credits available to them under the board's sick leave plan.
- 34.06 The benefits provided in Article L21 are intended to be income replacement and may only be claimed for days when the teacher would otherwise have worked.
- 34.07 At the request of the teacher, a teacher eligible for Pregnancy or Parental Leave, in accordance with The Employment Standards Act, shall be granted an Unpaid Leave of Absence (Child Care) for the period of the remainder of the school term or year in which the Pregnancy or Parental Leave terminated and shall return to the teacher's original position, (including position of responsibility) in the original school providing the position still exists. The teacher shall be subject to the Seniority, Placement, Transfers, and Redundancy provisions as they exist at the time of final approval.
- 34.08 An employee on Parental Leave shall not be entitled to Sick Leave benefit while on such leave.
- 34.09 Seniority shall accumulate for all Pregnancy and Parental leaves.
- 34.10 The board shall pay its share of all benefits of a teacher on a Pregnancy or Parental Leave.
- 34.11 Teaching experience, for the purpose of salary grid placement, shall accumulate for all Pregnancy and Parental Leaves.
- 34.12 Teachers on Pregnancy or Parental leave returning to work will receive the sick leave credits that they would be entitled to if they were working.
- 34.13 When a teacher returns to duties upon the expiration of a Pregnancy or Parental leave, salary shall be paid in accordance with the portion of the year taught.
- 34.14 Upon the expiration of a Pregnancy, Parental or Unpaid Leave of Absence (Child Care) which did not exceed two (2) years, the teacher will be assigned to

the original position (including position of responsibility) in the original school subject to the Seniority, Placement, Transfers, and Redundancy provisions.

- 34.15 No teacher shall expect the combined sequential time lapse for a Pregnancy Leave, Parental Leave and/or Unpaid Leave of Absence to exceed a two (2) year period. However, at the sole discretion of the Superintendent of Human Resource Services such leave may be extended to the end of the semester or school year, whichever is sooner, in order to avoid disruption to students and classes.
- 34.16 Teachers on Pregnancy and Parental Leaves of Absence or Unpaid Leaves of Absence (Child Care) are required to maintain good standing status with the Ontario College of Teachers during the period of the leave.
- 34.17 A teacher on a Pregnancy, Parental leave can serve two (2) weeks' notice, in writing, to the Superintendent of Human Resource Services of their intention to return to their position.
- 34.18 If the child is hospitalized after birth the member shall be entitled to use Sick Leave credits and the leave will not commence until the child is in the primary care of the parent.
- 34.19 Effective September 1, 2016, service seniority shall accumulate during an Unpaid Leave of Absence (Child Care).

L35.00 EXCHANGE PROGRAMS

35.01 Exchange Within Panel

- 35.01.a The board may allow teacher exchange within the secondary panel, for a maximum of two (2) years, provided that the Superintendent of Human Resource Services approve the exchange.
- 35.01.b Requests for exchange must be initiated by the teachers concerned by April 1. The exchange request must be submitted to the Superintendent of Human Resource Services. Final approval shall be given by May 1.
- 35.01.c Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by May 1 of the first year of the exchange.
- 35.01.d For the purposes of the Seniority, Placement, Transfers and Redundancy, the teachers shall be considered as members of the staffs of the schools from which they came.
- 35.01.e Exchange will not affect seniority.
- 35.01.f Teachers participating in an internal exchange program shall receive the same basic salary and benefits. If a teacher who holds a position of responsibility enters into an exchange agreement, basic salary shall be unaffected by the exchange, but the allowance(s) for position(s) of responsibility shall be paid to the teacher(s) assuming the position(s) of responsibility.

- 35.01.g In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the board.

35.02 Exchanges Between Panels

- 35.02.a Exchanges between panels may be accomplished by teachers in the secondary panel through the Unpaid Leave of Absence provision.
- 35.02.b Requests for exchange between panels must be initiated by the teachers concerned by April 1. The exchange requests must be submitted to the Superintendent of Human Resource Services. Final approval shall be given by May 1.
- 35.02.c Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by May 1 of the first year of the exchange.
- 35.02.d For the purposes of Seniority, Placement, Transfers and Redundancy, the teachers shall be considered as members of the staffs of the schools from which they came.
- 35.02.e Exchange will not affect seniority.
- 35.02.f While participating in the exchange between panels program, teachers on leave from the secondary panel will become members of the Simcoe County Elementary Teachers' Federation and will be subject to the terms and conditions of the Simcoe County Elementary Teachers' Federation Collective Agreement, including salary and benefits.
- 35.02.g In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the board.

35.03 Exchanges Between Boards, Provinces or Countries

- 35.03.a The board agrees to provide the opportunity for members of the Bargaining Unit who have completed three (3) years' employment with the board to participate in teacher exchange with teachers from other Ontario school boards, from other provinces, and from other countries, subject to the board's approval of the teacher's application and of the person with whom the Member is to be exchanged.
- 35.03.b Requests for exchange between boards, provinces, or countries must be initiated by the teacher with a written request to the Superintendent of Human Resource Services by April 1. Final approval shall be given by May 1.
- 35.03.c Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by May 1 of the first year of the exchange.
- 35.03.d For the purposes of Seniority, Placement, Transfers and Redundancy, the teachers shall be considered as members of the staffs of the schools from which they came.

- 35.03.e Exchange will not affect seniority.
- 35.03.f SCDSB Contract teachers participating in an exchange between boards, provinces or countries shall receive the same basic salary and benefits. If a teacher who holds a position of responsibility enters into an exchange agreement, basic salary shall be unaffected by the exchange, but the allowance(s) for position(s) of responsibility shall be paid to the teacher(s) assuming the position(s) of responsibility.

L36.00 COMMITTEES

36.01 In-School Staffing Committee

- 36.01.a The In-School Staffing Committee shall be comprised of:
- 36.01.a.1 the principal and one vice-principal;
 - 36.01.a.2 one of the school's Collective Bargaining Committee representatives; and
 - 36.01.a.3 one member of the teaching staff elected by the staff by a secret ballot.
- 36.01.b The In-School Staffing Committee shall review the current school year's organization for the purpose of the October 31 and March 31 Ministry reports as well as reviewing the following year's organization and planning prior to May 31.
- 36.01.c If requested, the Principal shall meet with their in-school staffing committees to discuss any concerns regarding class size prior to October 1 and March 1 each school year.
- 36.01.d As part of the process referenced above, the In-School Staffing Committee shall:
- 36.01.d.1 review and monitor the average class size;
 - 36.01.d.2 provide input to the administration, review and monitor the allocation of the school's instructional and non-instructional time per teacher;
 - 36.01.d.3 provide input to the administration, review and monitor the allocation of scheduled supervisory duties per teacher.
- 36.01.e The In-School Staffing Committee shall provide input for the spring staffing cycle as requested by the Working Conditions Committee.
- 36.01.f Unless determined otherwise by the Working Conditions Committee, this input shall occur prior to May 1.
- 36.01.g The Principal shall provide the other members of the In-School Staffing Committee with all relevant information, before any scheduled meeting or within five (5) working days if it is requested by the Staffing Committee representatives, in order to allow the In-School Staffing Committee to fulfill its responsibilities as defined above.

- 36.01.g.1 The information provided or requested shall include but not be limited to school staff allocation, teacher timetables, master schedules, teacher replacement duty/supervision schedules and supervision schedule tracking sheets.
- 36.01.h The In-School Staffing Committee shall meet at reasonable intervals at the request of either the principal or the school's Collective Bargaining Committee representative.
- 36.01.i The In-School Staffing Committee shall report to the school staff, in writing, at reasonable intervals.
- 36.01.j The In-School Staffing Committee shall be responsible for reporting to the Working Conditions Committee the details of implementing the staffing and workload conditions of this collective agreement.
- 36.01.k The In-School Staffing Committee will review the method of staffing the school including surplus and redundancy declarations, transfers and vacancies.
- 36.01.l The In-School Staffing Committee will establish final mark deadlines and report card deadlines.
- 36.02 Trustee-Teacher Relations Committee
 - 36.02.a A Trustee-Teacher Relations Committee shall be established in the first month of the contract year.
 - 36.02.a.1 Purpose
 - 36.02.a.1.1 The purpose of the committee is to provide a forum for the discussion of matters of mutual interest which are not in dispute and which arise during the term of this agreement, in order to promote the best possible relations between the board and its staff.
 - 36.02.a.2 Composition of Trustee-Teacher Relations Committee
 - 36.02.a.2.1 The Committee shall consist of:
 - 35.02.a.2.1.1 two Trustees appointed by the Board Chairperson
 - 35.02.a.2.1.2 two members of the Administrative Council
 - 35.02.1.2.1.3 two members of O.S.S.T.F.
 - 36.02.a.2.2 Additional members, as resource, may be co-opted to the Committee by any of the parties involved.
- 36.03 Working Conditions Committee
 - 36.03.a There shall be a Working Conditions Committee (WCC) which will meet on a jointly agreed schedule, no less than four (4) times per

year, not including joint management/union staffing process meetings. The Committee shall consist of six (6) members: three (3) representing O.S.S.T.F. District 17 of which one (1) shall be the President; and three (3) representing the board administration including one Superintendent.

36.03.b The Working Conditions Committee shall perform the following duties:

- 36.03.b.1 gather, compile and validate data with respect to staffing, teacher workload and average class size;
- 36.03.b.2 review, monitor and ensure that the application of transfer, surplus and redundancy procedures are properly followed including appeals;
- 36.03.b.3 report and make recommendations concerning the above matters to the respective negotiating committees no later than April 1 of each school year.
- 36.03.b.4 determine the total allocation of teachers for the following school year;
- 36.03.b.5 review the allocation of staff to the schools within the staffing parameters;
- 36.03.b.6 distribute to each In-School Staffing Committee the staff allocations for all schools;
- 36.03.b.7 meet with an In-School Staffing Committee at the request of the Principal or the District 17 President, if such a meeting is deemed necessary by the Superintendent of Human Resource Services;
- 36.03.b.8 review the system for tracking the utilization of supervisory duties.
- 36.03.b.9 Discuss the implications of any new or amended APMs, Policy and Numbered Memos which will affect the Members of the Bargaining Unit.

36.03.c If the Working Conditions Committee cannot achieve agreement over an issue, the Bargaining Unit recognizes the Superintendent of Human Resource Services' right to make a final decision in a timely manner. 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.

36.03.d The Working Conditions Committee shall be invited to the joint management/union staffing process meetings.

L37.00 PROFESSIONAL FEES

37.01 The board shall deduct professional fees for the Ontario College of Teachers' or its successor and remit the fees to this professional body as directed by the bargaining unit President.

L38.00 ACCESS TO PERSONNEL FILE

- 38.01 Upon a teacher's request a principal or designate shall provide immediate access to the teacher's on-site personnel file. A teacher shall be entitled to copy any materials contained in the on-site personnel file.
- 38.02 Upon a teacher's request, and in the presence of a board Human Resource Services employee, a teacher shall have access to his/her board personnel file located in the Human Resource Services Department at the Simcoe County District School Board. Where a teacher authorizes, in writing, access to the teacher's board personnel file by another person acting on his/her behalf, the board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 38.03 A disciplinary report contained in a Teacher's personnel file shall be removed from the file three (3) years after its date of issue, provided that there is no other disciplinary action during that period of time. No reference to this report shall remain on file.
- 38.04 Notwithstanding the above, documents related to investigations or disciplinary action in cases of harassment or abuse or in matters for which there is a statutory requirement for retention shall not be removed.
- 38.05 Documents of an advisory nature shall not be included in a teacher's on-site or board personnel file.

L39.00 FEDERATION DUES

- 39.01 On each pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded, in writing, to the Employer at least thirty (30) days prior to the expected date of the change.
- 39.02 The OSSTF dues deducted in Article 38.01 shall be remitted to the Treasurer of OSSTF at OSSTF Provincial Office no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, salary for the period and the amounts deducted.
- 39.03 Dues specified by the Bargaining Unit, if any, shall be deducted and remitted to the Treasurer of OSSTF, District 17 Simcoe at the District OSSTF office no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list, in Excel or other agreed format, identifying each employee's name, employee ID number, annual salary, salary for the period and the amounts deducted.
- 39.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

L40.00 OSSTF GENERAL

- 40.01 The District 17 Teacher Bargaining Unit may hold meetings with its members at schools provided that the Principal approves the use of the space required. These meetings may be held during a teacher's lunch break, provided that there continues to be in the opinion of the Principal, adequate student supervision available in the school.
- 40.02 The Employer shall provide a bulletin board for the use of the union at an appropriate location in each worksite upon which the union shall have the right to post notices relating to matters of interest to the union and the employees, provided the author's name or the OSSTF logo is on the notice.
- 40.03 The board will provide access to all policies and APM's on the staff website to all teachers and will forward any relevant memoranda to the President of the Bargaining Unit.
- 40.04 The board agrees to consult with OSSTF when any Policy or Procedure is revised.
- 40.05 Individual teachers may be released from their normal duties in order to perform union duties with no loss of salary, sick leave, supplemental absence or any other right, privilege, or entitlement under this Collective Agreement.
- 40.06 For these individual days, the Union will reimburse the board for the cost of the teacher's replacement at the daily rate of an occasional teacher, if one is hired. In the event that a teacher is released for an absence of ten (10) or more consecutive days, the Union will reimburse the board the full grid rate cost of the replacement long-term occasional teacher, if one is hired.

L41.00 COLLECTIVE AGREEMENT

- 41.01 The board shall post the Collective Agreement on the board's website and the federation shall post the Collective Agreement on the Bargaining Unit website for access by all Administration and TBU Members.

L42.00 PROFESSIONAL ACTIVITY DAYS

- 42.01 During the school year, two (2) Professional Activity Days will be available for teachers to use to address student achievement for the students in their current classes.

L43.00 TEACHER PERFORMANCE APPRAISAL

- 43.01 The Ministry of Education's Technical Requirements Manual shall be used for Teacher Performance Appraisals (TPAs) of experienced Teachers.
- 43.02 The Ministry of Education's New Teacher Induction Program (NTIP) Manual for Performance Appraisal for New Teachers shall be used in the evaluation of all new teachers as defined by NTIP.
- 43.03 Only supervisory officers, principals and vice-principals shall perform a Teacher Performance Appraisal. Teachers in the Bargaining Unit will not be asked to perform a Teacher Performance Appraisal.

- 43.04 When a teacher receives a performance appraisal, which was rated unsatisfactory or development needed, the board, shall contact the Bargaining Unit President prior to meeting with the teacher.
- 43.05 The Bargaining Unit President or designate will accompany a teacher to a meeting in which the teacher will receive a summative report of an unsatisfactory or development needed rating.
- 43.06 A teacher shall be given at least two (2) school days' notice before a classroom observation or the observation of other professional duties for teachers assigned outside of the classroom unless mutually agreed upon.

L44.00 CRIMINAL BACKGROUND CHECKS

- 44.01 A Teacher may request the attendance of Union representation at any meeting held for the purpose of discussing the content of a Criminal Background Check with Vulnerable Sector Screening or an Offence Declaration. A Human Resource Services Representative shall contact the President of the Bargaining Unit prior to the meeting taking place.
- 44.02 The board shall ensure that all records and information including Offence Declaration and Criminal Background Checks with Vulnerable Sector Screening obtained pursuant to 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 Human Resource Services and/or designate and the teacher and/or designate.

L45.00 STAFF ALLOCATION

- 45.01 The total projected staff allocation for each school by Semester will be determined in the spring of the preceding year using the board's projected average daily enrolment for staffing purposes and no less than the minimum Ministry funded staff.
 - 45.01.a 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 class-size regulation.
- 45.02 Once the board's projected average daily enrolment is available following the March 31 Ministry of Education count date the Working Conditions Committee will meet no later than April 15 to review the estimated number of teachers for the system for the following school year.
- 45.03 For the 2011 – 2012 school year there shall be a minimum number of Classroom Teachers as stated in the Ministry of Education Technical Paper and the Provincial Discussion Table Agreement.
- 45.04 For the 2009-2012 school years there shall be a minimum number of Guidance Teachers as stated in the Ministry of Education Technical Paper.
- 45.05 The number of Special Education Teachers for the 2008-2012 school years shall be confirmed annually, at a Working Conditions Committee meeting, consistent with direction from the Ministry of Education.

45.06 The number of Student Success Teachers for the 2008-2012 school years shall be confirmed annually, at a Working Conditions Committee meeting, consistent with direction from the Ministry of Education.

45.06.1 The role of the Student Success Teachers shall be confirmed annually, at a Working Conditions Committee meeting, consistent with direction from the Ministry of Education.

45.07 One section of teacher-librarian shall be allocated to each school for each instructional period.

45.08 The board shall distribute staff to secondary worksites considering a variety of factors including but not limited to school profile and school size. Any changes in the factors shall be reviewed with the Working Conditions Committee.

L46.00 POSTING OF POSITIONS AND SELECTION

46.01 All vacancies in teaching positions within the County shall be posted on the staff website and on Apply to Education (ATE) for five (5) working days. Postings shall be site specific and shall include the number of periods, the subject area and all other known details.

46.02 All positions of responsibility, where six (6) contract periods are available and three (3) or more of the periods fall within the sections assigned to the department in question, within the County shall be posted on the staff website and on Apply to Education (ATE) for five (5) working days. Postings shall be site specific and shall include the number of periods, the course(s) and all other known details. A hard copy of every job posting will be posted in all secondary schools and Continuing Education Centres in a location accessible to all Members.

46.03 Notwithstanding Article 45.01, teaching positions, other than positions of responsibility, that become available during the last two weeks of August will be posted but interviews for the position and selection of the successful candidate may be completed within two (2) days of the posting being made with the Human Resource Services office.

46.04 Notwithstanding Article 45.01 and 45.02, in the event that a vacancy in a teaching position or a position of responsibility becomes available, subsequent to school opening in September, as a result of increased enrolment, the vacancy will be posted in the schools for a period of three (3) days and may be advertised externally simultaneously with the internal posting.

46.05 Internal applicants shall apply directly to the Principal of the school where the vacancy exists.

46.06 A Position of Responsibility designated as "Temporary" and Positions of Responsibility where 6 periods of contract are not available shall be posted in the school where the position of responsibility is available.

46.07 Teachers with a right of recall shall be offered the vacancy based on seniority and qualifications. If there are no rights of recall, internal qualified contract teachers shall be considered for a vacancy before other candidates are considered. Consideration is not a guarantee of an interview. Internal

applicants that did not receive an interview may contact the Principal of the school to request the reason(s) for not being granted an interview. The hiring principal will select qualified applicants in considering the merits of their record, application, interview and reference checks.

- 46.08 If no internal contract teacher is hired, SCDSB Continuing Education teachers with at least six hundred and sixty (660) hours of credit-course delivery in the last two (2) years may be considered for a vacancy before an external applicant is hired. Consideration is not a guarantee of an interview.

L47.00 SENIORITY, PLACEMENT, TRANSFER AND REDUNDANCY

47.01 Seniority

47.01.a. Seniority shall mean the length of service from the first scheduled day of work, as an O.S.S.T.F. Contract Teacher, given to the Simcoe County District School Board or its predecessors subject to the following:

- 47.01.a.1. half-time or more service that is given after September 1, 1981, with the Simcoe County District School Board shall be considered as full-time service for the purpose of calculating the teacher's years of seniority.
- 47.01.a.2. service that is less than half-time since September 1, 1981 with the Simcoe County District School Board shall be prorated in accordance with contracted time worked. Proration shall be based upon ten months per year and twenty days per month.
- 47.01.a.3. effective September 1, 2003, for seniority purposes, teachers on LTD who return to their teaching position shall be credited with the absent time for seniority purposes only.
- 47.01.a.4. effective September 1, 2003, for seniority purposes, service as a Continuing Education Teacher delivering secondary school credit courses with the SCDSB prior to the first scheduled day of work as a Contract Teacher will be applied. Any additional service in continuing education after the first scheduled day of work as a contract teacher will not be applied.

47.01.b. Explanation of Seniority List

- 47.01.b.1. Column A on the seniority list will state the surname of the member and be titled "Surname".
- 47.01.b.2. Column B on the seniority list will state the first name of the member and be titled "First Name".
- 47.01.b.3. Column C on the seniority list will state the job code and be titled "Job Code".

- 47.01.b.4. Column D on the seniority list will state the worksite(s) of the member and be titled "Location".
- 47.01.b.5. Column E on the seniority list will specify the years months and days of seniority in accordance with 47.01.a [e.g. 20.405 will indicate twenty (20) years and four (4) months and one (1) day, as one (1) year is equal to (1.0) seniority credits, one (1) month is equal to (0.1) seniority credits and one (1) day is equal to (0.005) seniority credits] and shall include the years and months of seniority attained in the Elementary Panel while on an exchange from the Secondary Panel and be titled "SECPNLBD".
- 47.01.b.6. Column F on the seniority list will specify the number of years of service as a non-O.S.S.T.F contract teacher with the Simcoe County District School Board while holding a teaching certificate. Information in this column will be calculated from the first scheduled day of work and will not be changed unless the teacher has resigned and obtains experience in the identified area while not a contract teacher with the Simcoe County District School Board and be titled "NOOSSBEF".
- 47.01.b.7. Column G on the seniority list will specify the length of teaching experience within Ontario as a contract teacher with accredited Boards of Education. Information in this column will be calculated from the first scheduled day of work and will not be changed unless the teacher has resigned and obtains experience in the identified area while not a contract teacher with the Simcoe County District School Board and be titled "CONEXONT".
- 47.01.b.8. Column H on the seniority list will specify continuous supply work, which exceeds one month, out of province experience and out of country experience. Information in this column will be calculated from the first scheduled day of work and will not be changed unless the teacher has resigned and obtains experience in one of the identified areas while not a contract teacher with the Simcoe County District School Board and be titled "OTHRECEX".
- 47.01.b.9. Column I on the seniority list will record the date of the first scheduled day of work as an OSSTF contract teacher and be titled "Contract Date".
- 47.01.c. In any one year, starting September 1st, no contract teacher shall accumulate more than one (1) year of seniority
- 47.01.d. Tie Breakers: In order to break ties created in 46.01.a, the following shall be considered in order:
 - 47.01.d.1. Column F, "NOOSSBEF", and where such is equal,

- 47.01.d.2. Column G, "CONEXONT", and where such is equal,
- 47.01.d.3. Column H, "OTHRECEX", and where such is equal,
- 47.01.d.4. Effective February 1, 1988: Column I, "Contract Date", and where such is equal,
- 47.01.d.5. as determined by lot, conducted by the Working Conditions Committee.
- 47.01.e. In the event that a teacher returns to the employ of the board and his/her seniority calculation would result in a placement among previously tied staff whose position, on the seniority list, has already been determined by lot, the teacher will be assigned the lowest position of the previously tied group.
- 47.01.f. Seniority accumulation, once acquired, will be lost only for discharge for just cause.
- 47.01.g. A current seniority list will be kept in both the Board Office and the O.S.S.T.F. office, for safekeeping.
- 47.01.h. By March 29th of each year, the board shall have developed a list(s) of all Bargaining Unit members employed by the Board as of February 15 of the same year in order of their acquired seniority.
- 47.01.i. Seniority lists shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and least senior is at the bottom.
- 47.01.j. The board-wide seniority list(s) shall be made available electronically through the board's staff website to all members of the Bargaining Unit no later than April 10th.
- 47.01.k. Errors in the initial calculation of a member's seniority shall be brought to the attention of the Human Resource Services by the member within twenty (20) school days of the availability of the seniority list in which the teacher first appears or the list shall be deemed correct.
- 47.01.l. Any discrepancy in the accumulation of the member's seniority from the previous year list shall be brought to the attention of the Human Resource Services by the member within twenty (20) school days of the availability of the seniority list or the list shall be deemed correct.
- 47.02. Declarations and Placements
 - 47.02.a. Declaration of School Surplus
 - 47.02.a.1. Within the total staff complement assigned each Principal shall staff their school in accordance with seniority and qualifications. This process will occur in the spring based on projected ADE for staffing purposes. Declaration dates to be mutually agreed

upon by the Working Conditions committee on an annual basis.

- 47.02.a.2. In the event that there will be a teacher or teachers declared surplus the Principal shall attempt to staff the school so that the least senior teacher(s) on the seniority list is (are) declared surplus.
- 47.02.a.3. A teacher may only be declared in the spring, surplus for his/her total position held in the school.
- 47.02.a.4. The least senior teacher(s) may only be by-passed as the teacher(s) declared surplus after the Principal:
 - 47.02.a.4.1. has determined the program to be offered in the school,
 - 47.02.a.4.2. has examined the qualifications of the staff
 - 47.02.a.4.3. has ascertained that the school cannot reasonably be organized without the services of the least senior teacher.
- 47.02.a.5. If the Principal, in consultation with the In-School Staffing Committee, is unable to staff the school by declaring the least senior teacher surplus, a written explanation will be provided to the Superintendent of Human Resource Services with a copy to the President of the Bargaining Unit, District 17.
- 47.02.a.6. If the least senior teacher is by-passed, the next least senior teacher will be declared surplus unless it is necessary to continue the implementation of clauses above.
- 47.02.a.7. A teacher continuing to hold a Position of Responsibility, excluding Temporary Positions of Responsibility, shall be exempt from school surplus declarations.
- 47.02.a.8. The principal, shall notify each teacher in writing that they have been declared surplus, the letter shall include information on the appeals process and the right of recall process. A list shall be submitted to Human Resource Services with the names of those teachers declared surplus and a description of all vacant positions in the school.
- 47.02.a.9. A teacher who has been declared surplus may appeal the declaration if there are reasons to believe the correct procedures have not been followed. The teacher must appeal to the Working Conditions Committee within two (2) teaching days. The Working Conditions Committee within a further two (2) teaching

days shall make a final decision. If the appeal is upheld, another teacher shall be declared surplus, observing all the stated procedures except for the extended dates.

- 47.02.a.10. A list of all declared surplus teachers in order of seniority with their qualifications will be compiled and made available to the Working Conditions Committee.
- 47.02.a.11. Each principal shall submit to the Working Conditions Committee a description of the tentative assignment, for the coming school year, for each staff member who has one (1) year or less seniority.
- 47.02.a.12. If, within a period of two (2) years from the time a teacher is declared school surplus under this Article, a contract teaching position for which the teacher is qualified should re-open in the original school from which the teacher was declared, the teacher will be offered a right of recall, in order of seniority, to the original school provided the teacher advised Human Resource Services in writing that they wished to return to the school at the time they were declared.

47.02.b. Declaration of County Redundancy

- 47.02.b.1. Within the total staff complement assigned, the Working Conditions Committee, having considered qualifications, shall declare the least senior teacher(s) redundant to the county in order to provide a position for each teacher(s) who has been declared school surplus by the Principal. This process may occur in the spring based on projected ADE for staffing purposes. Declaration dates to be mutually agreed upon by the Working Conditions committee on an annual basis.
- 47.02.b.2. In the event that a teacher(s) declared school surplus cannot be placed by declaring the least senior teacher(s) in the county redundant, the Working Conditions Committee may by-pass the least senior teacher(s) on the seniority list in order to provide for the more senior teacher who has been declared school surplus.

47.02.c. Placement of School Surplus Teachers

- 47.02.c.1. The Superintendent of Human Resource Services shall convene a meeting of all secondary school principals and the Working Conditions Committee.
- 47.02.c.2. Having consulted with the Principals and having considered the qualifications and seniority of each school surplus teacher, Human Resource Services shall attempt to place them into known contract vacancies.

- 47.02.c.3. Placement meetings, at the call of the Superintendent of Human Resource Services shall be convened to complete the placement of school surplus.
- 47.02.c.4. The placement process in this Article may not be utilized to increase a teacher's contractual status.
- 47.02.c.5. If a surplus teacher refuses an assigned position, for which he/she is qualified, the board shall have no further obligation to employ the teacher and may terminate his/her contract unless a mutually agreed resolution is achieved by the teacher and the Superintendent of Human Resource Services.

47.02.d. Placement of County Redundant Teachers

- 47.02.d.1. A teacher, who has not been placed, will be designated as a redundant teacher and notified of such, in writing, by Human Resource Services.
- 47.02.d.2. Having consulted with the Principals and having considered the qualifications and seniority of each county redundant teacher, Human Resource Services shall attempt to place them into known contract vacancies.
- 47.02.d.3. The placement process in this Article may not be utilized to increase a teacher's contractual status.
- 47.02.d.4. If a redundant teacher refuses an assigned position, for which he/she is qualified, the board shall have no further obligation to employ the teacher and may terminate his/her contract unless a mutually agreed resolution is achieved by the teacher and the Superintendent of Human Resource Services.
- 47.02.d.5. A redundant teacher who has one (1) year or less of seniority, will be placed on a board established and maintained recall list in order of seniority for a period of time equivalent to their length of service as a contract teacher with board. If the redundant teacher is not recalled they shall be terminated by the board.
- 47.02.d.6. A redundant teacher who has more than one (1) year of seniority will be placed by the Superintendent of Human Resource Services as follows:
 - 47.02.d.6.1. as a permanent occasional teacher for the county at regular salary
 - 47.02.d.6.2. as a supernumerary teacher on a particular staff, or
 - 47.02.d.6.3. in a mutually agreeable assignment.

- 47.02.d.7. Notwithstanding 47.02d.vi the board will have no obligation to accommodate the placement of a redundant teacher for more than the number of years of seniority held at the time of being declared redundant and may at the conclusion of this period of time terminate the contract of the teacher if during this period no opening occurred for which the teacher was qualified or became qualified.

47.02.e. Transfers

- 47.02.e.1. The transfer process will take place following the completion of the placement of surplus and redundant teachers.

- 47.02.e.2. A teacher wishing to transfer shall complete an electronic Request for Voluntary Transfer application on the board's intranet.

- 47.02.e.2.1. A teacher whose most recent performance appraisal is either unsatisfactory or needs development shall not be eligible to apply for a voluntary transfer.

- 47.02.e.2.2. Requests for transfer are only considered during the spring staffing process.

- 47.02.e.2.3. The Voluntary Transfer Application shall open on February 15, and the deadline for the receipt of the request for Voluntary Transfer Application, is March 1st.

- 47.02.e.2.4. A teacher who has completed a request for a voluntary transfer, and who is transferred at the spring staffing process will move to the new location if the teachers requested school and subject selections are matched.

- 47.02.e.2.5. Teachers who complete a request for a voluntary transfer receive an electronic confirmation. Human Resource Services will compile a list in seniority order of the teachers who have applied for a transfer.

- 47.02.e.2.6. The President of the Bargaining Unit (District 17) will be provided with a copy of the list of teachers who have applied for a transfer in order of

seniority, with qualifications and transfer request prior to the placement meetings.

47.02.e.2.7. It is understood that such requests will be considered on the basis of the teacher's seniority and qualifications, and known vacancies at the time of the placement meeting(s).

47.02.e.2.8. The transfer process may not be utilized to increase a teacher's contractual status.

47.02.e.3. An assisted transfer between schools may be necessary in order to address the interests of the teachers and the school. Assisted transfers may be initiated by either the board or the Bargaining unit. For an assisted transfer to take place there must be mutual agreement between both of these parties. Assisted transfers may occur at any time during the school year.

47.02.e.4. After the transfer and/or placement process has been completed the posting process will be as follows:

47.02.e.4.1. Initial Internal Posting

47.02.e.4.1.1. For the Initial Internal Posting of remaining contract periods from the placement/transfer process positions will be allocated to the successful Bargaining Unit candidate(s) based on seniority and qualifications. Teachers who were successful in receiving a voluntary transfer are not eligible to apply to these postings unless the posting is for the school they have been transferred to. This posting may be utilized to increase a teacher's contractual status.

47.02.e.4.1.2. For contract periods in which there are no qualified applicants from the Bargaining Unit the board will post these periods externally.

47.02.e.4.2. Resulting Vacancies Internal Posting

47.02.e.4.2.1. For the Resulting Vacancies Internal Posting the resulting contract period vacancies as a result of the Initial Internal Posting will be determined by the Principal and then posted. Positions will be

allocated to the successful Bargaining Unit candidate(s) based on seniority and qualifications. Teachers who were successful in receiving a voluntary transfer are not eligible to apply to these postings unless the posting is for the school they have been transferred to. This posting may be utilized to increase a teacher's contractual status. For contract periods in which there are no qualified applicants from the Bargaining Unit the board will post these periods externally.

47.02.e.4.3. Subsequent Postings

47.02.e.4.3.1. Subsequent Postings will include:

- 47.02.e.4.3.1.1. posting for known positions of responsibility, with six (6) periods available and three (3) or more of the periods fall within the sections assigned to the department in question.
- 47.02.e.4.3.1.2. retirements/resignations of the current school year
- 47.02.e.4.3.1.3. any remaining vacancies not yet filled.

47.02.e.4.3.2. The following provisions apply to Subsequent Postings:

- 47.02.e.4.3.2.1. Positions will be filled with Teachers with a right of recall shall be offered the vacancy based on seniority and qualifications.
- 47.02.e.4.3.2.2. This posting may be utilized to increase a teacher's contractual status.
- 47.02.e.4.3.2.3. Internal qualified applicants shall be considered for a vacancy before an external applicant is hired. Consideration is not a guarantee of an interview. Internal applicants that did

not receive an interview may contact the Principal of the school to request the reason(s) for not being granted an interview. The hiring principal will select qualified applicants in considering the merits of their record, application, interview and reference checks.

L48.00 SCHOOL OPENINGS OR SCHOOL CLOSURES

- 48.01 In the event of a planned secondary school opening or closing, the Superintendent of Human Resource Services will contact OSSTF District 17 at least six (6) months in advance of the anticipated event, or as soon as possible if there is less than six (6) months between the decision and its planned implementation. The Superintendent of Human Resource Services, or designate will call a meeting to discuss union input into anticipated concerns and considerations that may reasonably be anticipated to arise from the event. OSSTF District 17 may have up to three (3) members of the OSSTF District 17, the President, Chief Negotiator and Working Conditions Chairperson or designates, at the meeting. The Superintendent of Human Resource Services or designate, up to two Superintendents of Education and the Principal(s), assigned to the school(s) affected will attend on behalf of the board.
- 48.02 All members shall be given the opportunity to apply for transfer by completing the electronic Request for Voluntary Transfer on the board's intranet for Transfers due to new school openings or closure.
- 48.03 School Closures
- 48.03.a. In the event of a planned secondary school closing, the Seniority, Placement, Transfers and Redundancy provisions of the collective agreement will be followed.
- 48.03.b. All members shall be declared surplus in writing due to a school closure.
- 48.03.c. Time lines discussed in the Seniority, Placement, Transfers and Redundancy process may be waived by mutual agreement in the event of a school closure.
- 48.03.d. Members receiving a responsibility allowance who are declared surplus as a result of a school closure will continue to receive their allowance at the current rate for one (1) school year, unless they otherwise are selected for another position of responsibility. Any difference between the two (2) allowances shall continue to be paid to the member for 1 school year. All of these responsibility allowances will be paid from the pupil foundation grant for department heads.

48.04 For the duration of this Collective Agreement, each event will be addressed expressly through a Letter of Understanding agreed to by the parties. For the duration of this Collective Agreement consideration will be given, but not limited to, models developed through Letters of Understanding when future Capital Plan events arise impacting staffing.

L49.00 SIGNATURES

49.01 In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year written below.

Dated at Midhurst, Ontario this 23rd day of February, 2017.

Simcoe County District
School Board

Ontario Secondary School Teachers'
Federation District 17, Simcoe Teachers'
Bargaining Unit

Letter of Understanding

B E T W E E N:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD
(the "Board")

-and-

ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
(the "Union")

**CLOSURE OF
BARRIE CENTRAL C.I.**

The parties agree to the following terms and conditions with the express purpose of addressing the teachers who will be declared school surplus due to the school closure of Barrie Central C.I.

1. Based on seniority as at February 1, 2016, a minimum of 50% of the FTE teachers from Barrie Central C.I. will be placed at one of the following schools:
 - Barrie North C.I.
 - Innisdale S.S.
 - Eastview S.S.
 - Bear Creek S.S.
2. Any teacher who held a Position of Responsibility will continue to receive their allowance at the current rate for duration of term, unless they otherwise are selected for another Position of Responsibility. Any difference between the two (2) allowances shall continue to be paid to the member for the remainder of the term of the position of responsibility. All of these responsibility allowances will be paid from the pupil foundation grant for department heads.
3. Any teacher from Barrie Central C.I. who does not obtain a position at the schools listed above will be placed as per article 47 of the collective agreement.
4. This staffing process will be carried out prior to spring staffing.

Dated at Midhurst, Ontario this 23rd day of February, 2017.

Simcoe County District School Board

Ontario Secondary School Teachers'
Federation District 17, Simcoe Teachers'
Bargaining Unit

Without prejudice and precedent

Letter of Understanding

B E T W E E N:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD
(the "Board")

-and-

ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
(the "Union")

DOMESTIC VIOLENCE

It is understood and agreed that a joint committee will meet to review and provide input into Health & Safety Procedure 05-32 Domestic Violence. The joint committee will include two (2) board representatives and two (2) OSSTF D17 TBU representatives. This review will be completed by June 30, 2016.

Dated at Midhurst, Ontario this 23rd day of February, 2017.

Simcoe County District School Board

Ontario Secondary School Teachers'
Federation District 17, Simcoe Teachers'
Bargaining Unit

Without prejudice and precedent

Letter of Understanding

B E T W E E N:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD
(the "Board")

-and-

ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
(the "Union")

CLOSURE OF PENETANGUISHENE SECONDARY SCHOOL & MIDLAND SECONDARY SCHOOL & OPENING OF THE NEW NORTH SIMCOE SECONDARY SCHOOL

The parties agree to the following terms and conditions with the express purpose of addressing the teachers who will be declared school surplus due to the school closure of Penetanguishene Secondary School and Midland Secondary School as well as the opening of the new North Simcoe Secondary School.

The Board and OSSTF agree to joint messaging regarding the hiring process for the new North Simcoe Secondary School and the completion of the staffing process prior to spring staffing.

1. Positions of Responsibility & a Student Success teacher will be posted. Applications will be accepted from current contract teachers.
2. The Principal will post vacancies (not to exceed 50% or 33 FTE) for the new the North Simcoe Secondary School using a five (5) day posting. The Principal must select from the most senior top 5 qualified applicants. The total vacancies will include the filling of Positions of Responsibility and Student Success.
3. Using a combined Seniority List, dated February 1, 2016, composed of all teachers from the Penetanguishene Secondary School and Midland Secondary School the parties will determine in seniority order the teachers who will be offered the remaining vacancies at the North Simcoe Secondary site.
4. In the event that a teacher at either Penetanguishene Secondary School or Midland Secondary School who currently holds a position of responsibility and subsequently applied and was not appointed to a position of responsibility shall continue to receive his or her responsibility allowance at the current rate for the remainder of the term of the position of responsibility.
5. In the event that a teacher at Penetanguishene Secondary School or Midland Secondary School who currently holds a position of responsibility is appointed to a position of responsibility anywhere in the board that results in a negative difference between the current and future allowance, the difference shall continue to be paid to the teacher for the term of the position of responsibility.
6. The responsibility allowances referenced in 4. and 5. above will be paid from the pupil foundation grant for department heads allowances.
7. Any teacher from Penetanguishene Secondary School and Midland Secondary School who does not obtain a position at the North Simcoe Secondary School will be placed as per article 47 of the collective agreement.

Dated at Midhurst, Ontario this 23rd day of February, 2017.

Simcoe County District School Board

Ontario Secondary School Teachers'
Federation District 17, Simcoe Teachers'
Bargaining Unit

Without prejudice and precedent

Letter of Understanding

B E T W E E N:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD
(the "Board")

-and-

ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
(the "Union")

POSTINGS

It is understood and agreed that postings will be overseen and reviewed by the Superintendent of Human Resource Services for the duration of this Collective Agreement.

Dated at Midhurst, Ontario this 23rd day of February, 2017.

Simcoe County District School Board

Ontario Secondary School Teachers
Federation District 17, Simcoe Teachers'
Bargaining Unit

Without prejudice and precedent

Letter of Understanding

B E T W E E N:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD
(the "Board")

-and-

ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
(the "Union")

RELATED TRADE OR PROFESSIONAL EXPERIENCE

The following is understood and agreed between the parties to address Related Trade or Professional Experience

The Parties will form a committee of up to three (3) members each to analyze data, investigate and potentially implement a revision of the Related Trade or Professional Experience from an allowance base to inclusion in the salary grid.

Any revision to the Related Trade or Professional Experience shall be made by mutual agreement.

Dated at Midhurst, Ontario this 23rd day of February, 2017.

Simcoe County District School Board

Ontario Secondary School Teachers'
Federation District 17, Simcoe Teachers'
Bargaining Unit

Without prejudice and precedent

Letter of Understanding

B E T W E E N:

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD
(the "Board")

-and-

ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
(the "Union")

STAFFING PROCEDURE

Any language in 47.02 of the Collective Agreement that is contrary to the order prescribed below shall be superseded by this Letter of Understanding.

It is understood and agreed by the parties that for the 2015-2016 and 2016-2017 school year the following process outlined in 47.02 of the Collective Agreement for the spring staffing process will take place in the following order:

- Declaration of County Redundancy
- Voluntary Transfer Process – Top 5 seniority
- Declaration of School Surplus
- Placements
 - Placement of School Surplus Teachers
 - Placement of County Redundant Teachers
- Postings
 - Initial Postings

Initial postings for semester 1 only shall be posted on the same day prior to the last day of the school year and that the posting for semester 1 and semester 2 shall be for a duration of three (3) school days.

Any additional vacancies will be filled following the subsequent posting language.

Any language regarding Assisted Transfers is not affected by this Letter of Understanding.

The process outlined above, may be extended to future school years, by mutual agreement of the parties.

Dated at Midhurst, Ontario this 23rd day of February, 2017.

Simcoe County District School Board

Ontario Secondary School Teachers'
Federation District 17, Simcoe Teachers'
Bargaining Unit

Without prejudice and precedent