



AGREEMENT

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

and

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
DISTRICT 11**

2022 SEPTEMBER 01

TO

2026 AUGUST 31

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Alphabetical List of Key Terms & Article Numbers

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Act of Nature		<u>L12.03(b)</u>
Acting Principal or Vice-Principal		<u>L5.04</u>
Additional Professional Assignments (APAs)		<u>L18.00</u>
Adoption Leave		<u>L15.00</u>
Amendment During Life of Agreement		<u>L2.00</u>
Benefits	<u>C7.00</u>	<u>L11.00</u>
Bereavement		<u>L16.04</u>
Care Days		<u>L12.03(a)</u>
Central Labour Relations Committee	<u>C4.00</u>	
Class Size/Staffing Levels		<u>L19.17</u>
Compassionate Leave		<u>L16.09</u>
Copies of the Collective Agreement		<u>L40.00</u>
Correspondence		<u>L39.00</u>
Creation of a New Position		<u>L33.03</u>
Critical Illness Leave	<u>C8.1</u>	
Cross-Panel Transfers		<u>L29.18</u>
Definitions	<u>C3.00</u>	<u>L44.00</u>
Discretionary Time		<u>L16.02</u>
Examination		<u>L16.05</u>
Family Medical Leave	<u>C8.1</u>	
Graduation		<u>L16.06</u>
Grid Placement and Increments		<u>L8.00</u>
Grievance/Mediation/Arbitration Process	<u>C5.00</u>	<u>L43.00</u>
Harassment		<u>L23.00</u>
Headships/Positions of Added Responsibility		<u>L25.07</u>
In-School Staffing Committee		<u>L28.00</u>
Indigenous Leaves	<u>LOA #12</u>	<u>L12.03(c)</u>
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Labour Management Meetings		<u>L38.00</u>
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PART A CENTRAL ARTICLES

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022, to August 31, 2026, inclusive.

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

(See Also Local [Article L44.00](#) for Definitions)

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

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

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other Local Parties.
- b) The Central Parties may engage in informal discussions of the disputed matter. Upon the request for informal discussions, the Central Parties shall jointly recommend in writing to the Local Parties that local grievance timelines be suspended until the discussions conclude.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a Central Party shall refer the grievance forthwith to the CDRC by written notice to the other Central Party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the Central Party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator. The Central Parties shall consider equity, diversity, and inclusion among the criteria for selecting an arbitrator.

- c) The Central Parties may refer multiple grievances to a single arbitrator.
- d) Where the Central Parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either Central Party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

(See also Central [Article L43.00](#) for Grievance Process)

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards’ submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards’ benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.
- e) For the purposes of section 7.3(b) of the OSSTF-ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that OSSTF will reimburse the school board for benefits contributions made by a school board to the OSSTF ELHT during a period of strike or lock-out resulting in OSSTF teachers withdrawing their full services:

- i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average OSSTF FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out.
- ii. Divide i) by 194 days.
- iii. Multiply ii) by the number of strike or lockout days for OSSTF teachers at the school board.

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

<u>Board</u>	<u>Maximum Funding Amount (a) as of September 1, 2022</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$3,187	50%
<u>Hastings & Prince Edwards DSB</u>	\$4,781	75%
<u>Toronto DSB</u>	\$3,187	50%
<u>York Region DSB</u>	\$637	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, inflationary increases shall be provided in each of the following years:

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.

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

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

(See also Local Article [L12.00](#) for Workplace Safety Insurance)

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

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

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following

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

- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

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

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

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

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

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

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

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

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

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

g) Administration

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

(See also Local [Article L12.00](#) for Sick Leave)

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each

year to discuss new initiatives, including implications for training, resources.

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

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

(See also Local Agreement [Appendix B](#) for Retirement Gratuities)

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: <i>(Please print)</i>	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> :	<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(please specify)</i>: </div> <div style="width: 48%;"> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other <i>(please specify)</i>: </div> </div>	

<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, 2019.

Such issues include but are not limited to:

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

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

(See also Local [Article L12.00](#) for Sick Leave)

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo unless modified by voluntary interest arbitration award. For further clarity, if language exists, the following items are to be retained as written in 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Early Retirement Incentive Plan
2. Hiring Practices
3. Occasional Teacher PD and Training
4. Voluntary Unpaid Leaves of Absence Program
5. Professional Colleges Requirements
6. Job Security
7. Education Program Funding
8. Employee Advocacy Program Funding

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

2. Pregnancy SEB Language

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

LETTER OF AGREEMENT #5

BETWEEN

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as updated November 7, 2018 and including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Mental Health

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

LETTER OF AGREEMENT #7

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

LETTER OF AGREEMENT #8

BETWEEN

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

LETTER OF AGREEMENT #9

BETWEEN

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (i.e.. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);

- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards that have been referred to arbitration.

The intent of the Model is to:

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

Phase 1

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

Phase 2

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

Phase 3

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

Phase 4

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

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

LETTER OF AGREEMENT #12

BETWEEN

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

AND

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

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

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

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

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

Indigenous Teachers may use existing short term paid leave:

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

LETTER OF AGREEMENT #14

BETWEEN

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

AND

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

AND

The Crown

RE: Hybrid Instruction

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

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

LETTER OF AGREEMENT #15

BETWEEN

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

AND

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

AND

The Crown

RE: Preparation Time

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

LETTER OF AGREEMENT #16

BETWEEN

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

AND

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

AND

The Crown

RE: Bereavement Leave

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

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

2. Teachers shall be as defined as in [C3.3](#).

LETTER OF AGREEMENT #17

BETWEEN

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

AND

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

AND

The Crown

RE: Violence Prevention Health and Safety Training

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

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

LETTER OF AGREEMENT #18

BETWEEN

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

AND

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

AND

The Crown

RE: Workplace Violence

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

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

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

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

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

LETTER OF AGREEMENT #19

BETWEEN

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

AND

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

AND

The Crown

RE: Occasional Teacher Information Package

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

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

LETTER OF AGREEMENT #20

BETWEEN

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

AND

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

AND

The Crown

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

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

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

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

The task force will:

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

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

LETTER OF AGREEMENT #21

BETWEEN

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

AND

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

AND

The Crown

RE: Hiring Practices

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

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

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

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

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 they 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 STLDLP.
- 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 STOLP 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 (STLDLP). 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:"

(See also Local [Article L13.00](#) for Pregnancy Leave Benefits, See also Local [Article L12.00](#) for Workers Safety Insurance, See also Local [Article L16.00](#) for Short Term Paid Leaves, See also Local Article [L7.00](#) for Retirement, See also Local Agreement [Appendix B](#) for Retirement Gratuities)

PART B LOCAL ARTICLES

- BETWEEN -

The Thames Valley District School Board

- AND -

The Ontario Secondary Teachers' Federation - District #11

ARTICLE L1.00 - RECOGNITION

- L1.01 The Board, being the Thames Valley District School Board (hereinafter referred to as "the Board") recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its secondary panel according to the Education Act and its Regulations (including Learning Co-ordinators), Secondary Occasional Teachers and Continuing Education Teachers.
- L1.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L1.03 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any OSSTF advisor, agent, counsel, solicitor, or duly authorized representative to assist, advise, or represent the Teachers in all matters pertaining to the negotiation and administration of the Agreement.
- L1.04 The Board further recognizes the right of OSSTF to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board or school/worksite administrator shall notify the member of their right to Union representation.
- L1.05 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- L1.06 The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.
- L1.07 The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

ARTICLE L2.00 - AMENDMENT DURING LIFE OF AGREEMENT

- L2.01 No changes can be made to the Agreement without the written consent of the parties; nor can any changes be made to the Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

ARTICLE L3.00 - NO STRIKE OR LOCKOUT

- L3.01 There shall be no strike or lockout during the term of the Agreement. The terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE L4.00 - RIGHTS AND RESPONSIBILITIES

Management Rights

- L4.01 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the *Collective Agreement*. The Parties agree that the Board has the authority to manage the affairs of the Board in accordance with Ontario's legislation, regulations and Policy and Program Memoranda related to the provision of the public education in the province. The Board agrees to exercise these rights in a fair and reasonable manner, consistent with the provisions of this agreement and the laws related to employment in the province.
- L4.02 In the event that the Government of Ontario passes or amends Statutes and/or Regulations and/or Guidelines/Formula that, in the opinion of either party, impact on the operation of the Agreement the parties shall meet within fifteen (15) days of the written request of either party to discuss such impact.
- L4.03 The parties shall attempt, in accordance with the provisions of [Article L2.01](#), to address the concerns raised under Article L4.02. It is understood and agreed that any such modification(s) will be in compliance with the change(s) identified under the provisions of [Article L4.02](#).
- L4.04 Should the parties fail to reach agreement within fifteen (15) days, the Board will effect such changes as it deems necessary to bring the Agreement into compliance with the new or amended Statute(s) and/or Regulation(s) and/or Guideline(s)/Formula.

Just Cause

- L4.05 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Teachers.
- L4.06 Matters related to the discipline or termination of a Teacher shall be communicated in writing between the Parties. The Teacher shall have the right to Union representation throughout the process.
- L4.07 In the case where the Teacher is terminated during or at the conclusion of a performance evaluation process, termination with the reasons therefore shall be given on or before May 31 for effect on August 31 following or on or before November 15 for effect on a date that is the next natural break in the school year calendar of the applicable school. In all other cases, termination for just cause shall take effect upon the date determined by the Board subject to any relevant provisions of the *Education Act* and Regulations.

L4.08 A Teacher receiving benefits from the Long-Term Disability Plan shall remain employed by the Board for a period of two (2) years, which may be extended:

- (i) For an additional three (3) years if the Teacher's physician provides annually to the Abilities and Wellness Officer, in writing, a prognosis that the physician believes the Teacher may return to teaching or some other occupation prior to the end of the three (3) years or
- (ii) An additional period of time beyond the period set out in (i) if approved by the Superintendent of Human Resources.

Should the Teacher's employment cease because the extension has not been provided, or the extension period has expired, the Teacher shall be entitled to severance of 2 weeks per year of employment.

Such a termination shall only occur by mutual agreement of the Board, the Union, and the Teacher.

No Penalty For Lawful Union Activity

L4.09 The Board agrees not to penalize or discriminate against any Teacher for participating in the lawful activities of the Union, including exercising any rights under the Agreement or the prevailing statutes of Ontario.

No Discrimination

L4.10 The Board and the Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender expression, gender identity, age, record of offences, marital status, family status or disabilities as those terms are defined in the Ontario Human Rights Code.

Board To Provide Insurance

L4.11 The Board shall provide adequate insurance protection for Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Teachers covered by the Agreement.

Working for Another Employer

L4.12 A Teacher covered by the Agreement, also employed by another school board, whose duties with the boards are in conflict, shall first fulfill all obligations to the Thames Valley District School Board.

ARTICLE L5.00 - REPLACEMENT OF PRINCIPALS/VICE-PRINCIPALS

L5.01 Except as specified in Article L5, Teachers will not normally be assigned administrative duties regularly performed by management.

Teacher Temporarily in Charge

- L5.02 In the event of all management personnel having to leave the school, a Teacher must be designated as Teacher Temporarily in Charge by the Principal or Vice-Principal. Such Teacher will normally be a person holding a position of added responsibility within the school or holding the qualifications to assume the role of Vice Principal or Principal. No Teacher will be required to assume the role of a Teacher Temporarily in Charge.
- L5.03 For periods of up to five (5) days or less, the Teacher designated under [Article L5.02](#) will be responsible for the school in emergency situations. At no time will the Teacher Temporarily in Charge be responsible for the day to day administrative duties regularly performed by management.

Acting Principal or Vice-Principal

- L5.04 Should a Principal or Vice-Principal be absent from their duties for a period greater than five (5) days or there be an unfilled position, the Board may appoint a Teacher to the position of Acting Principal or Acting Vice-Principal, as the case may be. Such appointment will not exceed twenty (20) teaching months.
- L5.05 The Board shall notify the Union of the names of all Teachers appointed to the position of Acting Principal or Acting Vice-Principal under the provisions of [Article L5.04](#), and shall notify the Union of the date when the appointment becomes permanent or the Teacher returns to the teaching position.
- L5.06 A Teacher appointed under the provisions of [Article L5.04](#) shall assume the duties of the administrator, except for those related to discipline of Teachers or to Teacher Performance Appraisal, and shall be replaced by an Occasional Teacher.
- L5.07 The Teacher shall receive the same salary and be entitled to the same working conditions as other Principals or Vice-Principals who have the same administrative experience and hold an equivalent position with the Board.
- L5.08 A Teacher in an Acting Principal or Acting Vice-Principal position shall continue as a member of the Union with all rights and privileges subject to any modifications indicated in the Agreement.
- L5.09 The Teacher in an Acting Principal/Vice-Principal role shall be entitled to return to the Teacher's former position if it still exists, or a comparable position if it does not, in accordance with the surplus/redundancy provisions of the Agreement.
- L5.10 A Teacher in an Acting Principal or Acting Vice-Principal position shall continue to accrue seniority and have Union dues and the levy(ies) deducted.
- L5.11 A Teacher appointed under the provisions of [Article L5.02](#) or [L5.04](#) shall be covered by the Board's liability insurance in the same manner and to the same extent that a Principal or Vice-Principal is covered.

ARTICLE L6.00 - PROBATIONARY PERIOD

- L6.01 A newly hired Teacher shall serve a probationary period of ten (10) months with an extension of the period by a length of time in month(s) for absences in excess of twenty (20) teaching days in that ten (10) month period.
- e.g., The probationary period for a Teacher absent thirty-five (35) days in a ten (10) month probationary period will be extended to the end of the eleventh (11th) teaching month provided said Teacher is in regular attendance during that eleventh (11th) month.
- L6.02 Notwithstanding [Article L6.01](#), a probationary Teacher who has received two (2) satisfactory performance appraisals shall be deemed to have served their probationary period.

ARTICLE L7.00 - RESIGNATION/RETIREMENT DATES

Resignation/Retirement from a Teaching Position

- L7.01 A Teacher may resign or retire on the last day of any given month, provided the Teacher submits their written notice to the Board by the first day of that particular month.
- To minimize impact on students, resignations or retirements on January 31, June 30, July 30 or August 31 are preferred.
- L7.02 Teachers requesting retirement for a date other than those defined in Article L7.01 shall observe the deadlines defined in Article L7.01 and shall include with their retirement notice a request for a leave commencing at the beginning of the semester/term immediately preceding their retirement date and terminating with retirement.

Resignation from a Position of Responsibility

- L7.03 A Teacher who wishes to resign from an in-school position of responsibility, as established in [Article L25](#), and yet maintain their teaching position may do so by giving written notice to the Board according to the following:
- (a) To resign effective September 01, on or before April 15; or
 - (b) To resign effective January 31, or at the end of Semester I, on or before November 30.
- L7.04 A Learning Co-ordinator who wishes to resign from a Learning Co-ordinator's position and return to their teaching position effective September 01 may do so by giving written notice to the Board on or before the last preceding April 15. The Learning Co-ordinator will be placed according to the provisions of [Articles L25.02](#) through [L25.06](#).

(See also Central [Appendix A](#) for Vested Retirement Gratuities, See also Central [Letter of Agreement #6](#) (Historical) for Retirement Gratuities, See also Local Agreement [Appendix B](#) for Retirement Gratuities)

ARTICLE L8.00 - GRID PLACEMENT AND INCREMENT

Qualifications Evaluation Council of Ontario

- L8.01 Teachers shall be placed, for salary purposes, in the appropriate categories as certified by the OSSTF or QECO.
- L8.02 Notwithstanding [Article L8.01](#), Teachers employed with an Interim Certificate of Qualification shall be placed in the salary group for which they are eligible as determined by a Letter of Evaluation from the OSSTF or QECO.
- L8.03 Any Teacher who was placed in Category 2, 3 or 4 in accordance with [Article L8.02](#) and who, after twelve (12) months from the effective date of appointment, has not provided Human Resources with a Qualifications Evaluation Council of Ontario (QECO) shall be placed in Category 1 until such time as the Qualifications Evaluation Council of Ontario (QECO) is produced.
- L8.04 A Teacher who has neither an OSSTF Certification Rating Statement, Qualifications Evaluation Council of Ontario (QECO), or a Letter of Evaluation issued by the OSSTF Certification Department shall be placed in Category 1 until such time as the necessary documentation is provided to Human Resources.

Change in Salary Category

- L8.05 In order to be placed in a higher salary category, the Teacher shall submit to the Human Resources the required Qualifications Evaluation Council of Ontario (QECO) Rating Statement.
- (a) If the work for the higher qualification was completed between January 01 and August 31 (both dates inclusive) then the salary increase will become effective on September 01 of the same year in which the work was completed provided documentation specified in Article L8.05 is received on or before June 30 of the following year.
 - (b) If the work for the higher qualification was completed between September 01 and December 31 (both dates inclusive) then the salary increase will become effective on January 01 of the year following the one in which the work was completed provided documentation specified in Article L8.05 is received on or before June 30.
 - (c) Notwithstanding the foregoing, if through no fault of the Teacher confirming documents are delayed beyond the required date, the appropriate adjustment will be made retroactive to the applicable date.

Post-Certification Teaching Experience

- L8.06 Effective 1999 September 01, teaching experience for salary purposes is defined as:
- (a) post-certification teaching in a publicly-supported elementary or secondary school, a board recognized privately supported school, college, university, technical institute, professional school, trade school, or other educational organization or

institution. This experience shall be recognized such that twenty (20) days of accumulated post-certification experience shall equate to one-tenth of a year of credit.

- (b) continuing education teaching after 1996 August 31, excluding night school teaching and summer school teaching, credited as point one seven (0.17) year for every credit taught to a maximum of one (1) year in any school year.
- (c) effective 2008 September 01, until 2019 August 31, continuing education teaching including night school teaching and summer school teaching credited as point one seven (0.17) year for every credit taught to a maximum of one (1) year in any school year. For experience gained after 2019 August 31, continuing education teaching including night school teaching and summer school teaching credited as point one seven (0.17) year for every credit taught.
- (d) Occasional Teaching experience shall be recognized such that twenty (20) days of accumulated post-certification experience in Canada shall equate to one-tenth of a year of credit. All credited experience shall be maintained for subsequent teaching assignments.

L8.07 Teaching experience for salary purposes does not include university teaching that is concurrent with university studies.

L8.08 Teaching experience, for salary purposes, shall be credited annually on September 1.

Allowance for Previous Part-Year and Part-Time Teaching Experience

L8.09 Part-year teaching experience shall be credited in the ratio of days worked to one hundred and ninety-four (194). Part-time teaching experience shall be credited in the ratio of the sum of day fractions worked divided by one hundred and ninety-four (194). Part-year and part-time experience credit shall be expressed in tenths rounded upward to the nearest tenth.

Pre-Certification Teaching

- L8.10 (a) Teaching experience obtained in an organization or institution other than an elementary or secondary school before securing basic certification shall be credited for salary purposes, subject to the provisions of this article.
- (b) A working year shall mean the equivalent of ten (10) full-time months of such pre-certification teaching experience.
- (c) Part-year and/or part-time pre-certification teaching shall be credited as outlined in [Article L8.19 \(a\)](#)
- (d) pre-certification teaching in an elementary or secondary school on a Letter of Permission.

Trade Or Work Experience

L8.11 (a) The following types of experience shall be credited as directly related experience:

- i. Years of employment in a vocation, profession or trade related to the university degree obtained from an accredited university and to the teaching responsibilities to be assumed.
- ii. Trade or work experience of technical Teachers, other vocational and occupational Teachers, beyond four (4) years or the number of years required for admission to an Ontario College of Education, whichever is less, as certified by a Statement of Acceptability supplied by the Faculty of Education concerned.

For the purpose of directly related experience, a working year shall mean twelve (12) months of full-time related experience. Each part-year period of related working experience shall be at least four (4) full working months or four-twelfths (4/12) of a working year before it may be credited. Such part-year periods of related work experience distributed over more than one (1) working year of twelve (12) months and amounting, for each part-year period, to at least four (4) full working months may be added together and calculated in twelfths (12ths).

- iii. Part-Time trade or work experience shall be calculated as follows:
 1. 1700 hours of experience will be considered equivalent to 1 year of experience. For example, a worker who completed 1350 hours of work in their profession would be credited $1350/1700 = 0.80$ years' experience.
 2. Credit for hours will not exceed equivalency of one year within a calendar year timeframe.

Military Experience

L8.12 Credit shall be granted to eligible Teachers for military service.

- (a) An allowance shall not be granted for military service if the period claimed by a Teacher was concurrent with a post-graduate program or other university studies.
- (b) No part-month related experience shall be credited for salary purposes.

Allowance On Salary Grid

L8.13 (a) Effective 2004 September 1, subject to a maximum credit of ten (10) years of experience on the salary grid, each year of directly related and/or military experience shall be converted to one year on the salary grid.

- (b) The resulting credit shall be rounded upward to the nearest tenth (10th) of a year.

Placement and Progression on the Salary Grid

L8.14 All Teachers shall be placed at the appropriate level of experience effective September 01 in the school year in which they are hired. Teachers employed by the Board prior to 1999 September 01 will maintain the entitlement to grid placement that they had under a predecessor Board Agreement.

Progression On The Salary Grid

L8.15 The year level of experience shall advance on September 01 each year for full-time Teachers continuing on staff whose service during the previous school year:

- (a) Extended from September 01 to June 30, and was not interrupted by a leave of absence without pay one (1) full year,
- (b) Extended for only part of the school year - the fraction of the next year level that the number of full months during which salary was received is of ten (10).

Implementation

L8.16 Subject to the grievance procedure, the Superintendent of Human Resources or designate, shall be responsible for determining which types of experience are eligible to be granted in accordance with [Articles L8.06](#) and [L8.10](#).

L8.17 No adjustment shall be retroactive beyond September of that current year unless it is demonstrated that the adjustment corrects an error of the Board, at which point [Article L9.10](#) shall apply.

L8.18 The regular salary of a full-time Teacher shall be calculated by:

- (a) placing the Teacher in the documented group on the salary grid at a level equal to the sum of the Teacher's years of approved:
 - i) teaching experience, as of September 01 each year, and
 - ii) converted directly related and/or military experience, as provided for in [Article L8.10](#), subject to the maximum number of years allowable for the particular salary category, and
- (b) adding to the amount determined in (a) the allowance for any approved extra degree, and any responsibility allowance to which the Teacher is entitled.

Part-Time/Partial Year Teachers

L8.19 (a) For experience gained during the 1998-99 school year and thereafter, Teachers on a part-time assignment shall receive credit for part-year experience equivalent to their full-time equivalent contractual status during their previous school year correct to one (1) decimal place, rounded upward to the nearest tenth (10th).

- (b) Effective 2002 September 01, Teachers on a part-time assignment shall receive the percentage of grid salary and allowances equal to the percentage that their assignment is to that of a full-time Teacher correct to five (5) decimal places.
- (c) Part-time Teachers who are employed for less than half ($\frac{1}{2}$) a school year, as defined in [Article L19.07](#), shall be paid a per diem rate calculated in accordance with [Article L8.19 \(b\)](#). These amounts shall be paid on the same schedule as regular day school Teachers.
- (d) Teachers who are employed part-time or for part of the school year shall receive a letter prior to commencing a new assignment which shall delineate their term of assignment and the percentage equivalence of the assignment. Upon completion of their teaching assignment such Teachers shall, for the purpose of salary administration and Teacher benefits, be deemed to be on a leave of absence without pay for the remaining part of the school year.

Teachers On, Going On, Or Returning From Leave

- L8.20
- (a) The salary of Teachers on, or going on a leave of absence with pay, and of Teachers returning from any kind of leave, shall be calculated according to the current schedule subject, however, to the policies under which their leave was granted.
 - (b) Teachers who leave the employ of the Board will be paid any salary owed up to and including the last day under contract. Such salary shall be received within three (3) weeks of the last day worked.
 - (c) Where a Teacher works only a part of the school year, the Teacher shall be paid a salary in the proportion that the number of days which the Teacher works bears to the total number of days in the school year according to the school calendar.

ARTICLE L9.00 - SALARY GRIDS AND ALLOWANCES

Teacher Salary Grids

- L9.01 All salaries, wage rates and allowances generally accepted as pensionable earnings will be increased by 3% on 2022 September 01, 3% on 2023 September 01, 2.75% on 2024 September 01 and 2.5% on 2025 September 01.

L9.02

- a) The following salary grid represents the annual salary rate effective 2022 September 01:

	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	51,235	53,497	57,949	61,326
1	54,251	57,290	61,853	65,663
2	57,925	61,172	65,763	69,989
3	61,649	65,018	69,991	74,523
4	65,308	68,898	74,472	79,492
5	68,998	72,706	78,956	84,462
6	72,658	76,572	83,434	89,432
7	76,370	80,418	87,911	94,401
8	80,044	84,266	92,393	99,368
9	83,752	88,133	96,870	104,337
10	89,497	91,978	104,448	110,597

- b) The following salary grid represents the annual salary rate effective 2023 September 01:

	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	52,772	55,102	59,687	63,166
1	55,879	59,009	63,709	67,633
2	59,663	63,007	67,736	72,089
3	63,498	66,969	72,091	76,759
4	67,267	70,965	76,706	81,877
5	71,068	74,887	81,325	86,996
6	74,838	78,869	85,937	92,115
7	78,661	82,831	90,548	97,233
8	82,445	86,794	95,165	10,2349
9	86,265	90,777	99,776	107,467
10	92,182	94,737	107,581	113,915

- c) The following salary grid represents the annual salary rate effective 2024 September 01:

	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	54,223	56,617	61,328	64,903
1	57,416	60,632	65,461	69,493
2	61,304	64,740	69,599	74,071
3	65,244	68,811	74,074	78,870
4	69,117	72,917	78,815	84,129
5	73,022	76,946	83,561	89,388
6	76,896	81,038	88,300	94,648
7	80,824	85,109	93,038	99,907
8	84,712	89,181	97,782	105,164
9	88,637	93,273	102,520	110,422
10	94,717	97,342	110,539	117,048

- d) The following salary grid represents the annual salary rate effective 2025 September 01:

	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	55,579	58,032	62,861	66,526
1	58,851	62,148	67,098	71,230
2	62,837	66,359	71,339	75,923
3	66,875	70,531	75,926	80,842
4	70,845	74,740	80,785	86,232
5	74,848	78,870	85,650	91,623
6	78,818	83,064	90,508	97,014
7	82,845	87,237	95,364	102,405
8	86,830	91,411	100,227	107,793
9	90,853	95,605	105,083	113,183
10	97,085	99,776	113,302	119,974

Administrative Allowances

L9.03 Learning Co-Ordinator

- (a) A Teacher in the role of Learning Co-ordinator shall receive, in addition to the applicable grid salary set forth in Article L9.01 and post graduate degree allowance, if applicable, as set forth in Article L9.06, an allowance as set forth below:

Effective Date	Step 0	Step 1	Step 2
2019 August 31	5918	6575	7233
2019 September 01 – 1%+0.75%	6022	6690	7360
2020 September 01 – 1%+0.75%	6127	6807	7489
2021 September 01 – 1%+2.75%	6357	7062	7770

- (b) Notwithstanding Article L9.03 (a), any Teacher in the position of Learning Co-ordinator shall continue to receive the annual salary and allowance which the Teacher was receiving on 1998 September 01 unless the Teacher would be entitled to a higher amount under Article L9.03 (a), in which case Article L9.03 (a) shall apply.
- (c) Teachers covered by Article L9.03 (a) shall be placed at the step reflective of their previous experience in a predecessor Board plus any experience in the position of Learning Co-ordinator with the Board.

L9.04 Department Heads/Assistant Heads/Computer Facilitator

- (a) Department Heads & Acting
Teachers in the position of Department Head shall receive in addition to the applicable salary grid amount set forth in [Article L9.01](#) and post graduate degree allowance, if applicable, as set forth in [Article L9.06](#), an allowance as set forth below:

Effective Date	I 7-17 Sections	II 18-29 Sections	III 30-41 Sections	IV 42 or Greater
2019 August 31	1679	2599	3521	4439
2019 September 01 – 1%+0.75%	1708	2644	3583	4517
2020 September 01 – 1%+0.75%	1738	2690	3646	4596
2021 September 01 – 1%+2.75%	1803	2791	3783	4768

*1% of earned wages on the above grid will be paid throughout the school year.

- (b) Each school shall have a Department Head of Guidance and a Department Head of Library and the allowance for each position will be not less than \$1,606.
- (c) Assistant Heads & Acting
Teachers in the position of Assistant Head shall receive, in addition to the applicable grid amount set forth in [Article L9.01](#) and post graduate degree allowance, if applicable, as set forth in [Article L9.06](#), an allowance as set forth below:

Effective Date	Allowance
2019 August 31	1314
2019 September 01 – 1%+0.75%	1337
2020 September 01 – 1%+0.75	1360
2021 September 01 – 1%+2.75%	1411

(d) Computer Facilitator

Teachers in the position of Computer Facilitator shall receive, in addition to the applicable grid amount set forth in [Article L9.01](#) and post graduate degree allowance, if applicable, as set forth in [Article L9.06](#), an allowance as set forth below:

Effective Date	Allowance
2019 August 31	1545
2019 September 01 – 1%+0.75%	1572
2020 September 01 – 1%+0.75	1600
2021 September 01 – 1%+2.75%	1660

(e) Impact Of Funding Formula

It is understood and agreed by the Parties that the total amount payable under Article L9.04 (a) to (d) inclusive shall not exceed the amount contained in the Department Head line of the Ministry of Education and Training Funding Formula for the relevant school year. Unless otherwise agreed by the Parties, it is recognized that this may require an adjustment upwards or downwards in the amount of the allowances set forth in Article L9.04 (a) to (d) inclusive.

L9.05

Athletic Co-ordinators

Teachers in the position of Athletic Co-ordinator shall receive, in addition to the applicable grid amount set forth in [Article L9.01](#) and post graduate degree allowance, if applicable, as set forth in [Article L9.06](#), an allowance as set forth below:

Effective Date	Allowance
2019 August 31	2632
2019 September 01 – 1%+0.75	2678
2020 September 01 – 1%+0.75%	2725
2021 September 01 – 1%+2.75%	2827

Post Graduate Degree Allowances

L9.06

There will be a one (1) time payment to a Teacher not eligible for an allowance under the provisions of [Articles L9.07](#) or [L9.08](#) of five hundred dollars (\$500) for the successful completion of either a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent). The payment shall be payable on or after September 01 following receipt of a Qualifications Evaluation Council of Ontario (QECO) with seal

certifying that none of the graduate courses comprising the extra degree has been used in determining the certification grouping, or if the Teacher had not received the payment from the employer under the provisions of another Collective Agreement.

Effective 2015 September 01 the degree allowance will be as set forth below:

Effective Date	Allowance
2019 August 31	662.75
2019 September 01 – 1%+0.75%	674
2020 September 01 – 1%+0.75	686
2021 September 01 – 1%+2.75%	712

- L9.07 Any Teacher in receipt of an extra degree allowance from the Board prior to 1999 September 01 shall continue to receive said allowance.
- L9.08 Any Teacher employed by the Board during the 1998-99 school year not eligible for an allowance under [Article L9.07](#) but who completed a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent) prior to 1999 September 01 shall receive an allowance in accordance with the terms of the relevant predecessor Board Agreement provided an OSSTF Certification Rating Statement or Qualifications Evaluation Council of Ontario (QECO) with seal certifying that none of the graduate courses comprising the extra degree has been used in determining the certification grouping and proof that the degree was completed prior to 1999 September 01 is received by Human Resources.
- L9.09 A list of Teachers eligible for an allowance under [Articles L9.07](#) and [L9.08](#) with the respective amount payable to each Teacher will be maintained by the Board. Only Teachers whose names appear on this list are eligible to receive an on-going post graduate degree allowance.
- L9.10 A Teacher shall only be required to reconcile an overpayment for the twelve (12) month period prior to an error being discovered.
- The Board shall only be required to reconcile an underpayment for the twelve (12) month period prior to an error being discovered.
- Any overpayment reconciliation plan shall be with the mutual agreement of the Union and the Teacher. Any underpayment shall be made on the next possible pay date or in a manner mutually agreeable to the Union and the Teacher.

ARTICLE L10.00 - SALARY ADMINISTRATION

- L10.01 Annual salaries for Teachers teaching an entire school year shall be paid in twenty-six (26) instalments, all of which shall be one twenty-sixth (1/26) of the annual salary, according to the schedule mutually agreed to and posted on the employee portal. Teachers teaching less than an entire year will have adjustments made to their salary

instalments such that they receive pro rata salary based on the percent of the school year for which salary is earned.

- L10.02 Annual salaries for Teachers reducing their teaching time effectively September 01 in accordance with [Article L34.02](#) shall be paid in twenty-six (26) instalments, all of which shall be one twenty-sixth (1/26) of the annual salary, according to the schedule mutually agreed to and posted on the employee portal.
- L10.03 Annual salaries for part-time Teachers teaching an entire school year shall be paid in twenty-six (26) installments on a pro rata salary based on the semestered full-time equivalency (FTE), according to the schedule mutually agreed to and posted on the employee portal.
- L10.04 Salary instalments shall be payable on the second Friday after the previous pay date, except where the pay date falls on a statutory holiday, in which case the pay date will be the last banking day preceding that statutory holiday.
- L10.05 Notwithstanding the provisions of [Article L10.04](#), any Teacher who retires, resigns or commences a Pregnancy Leave during the period June 30 to August 31 shall have the annual salary to which they are entitled for the previous school year paid in full on the pay date following the date of retirement, resignation or commencement of the leave, as the case may be, provided sufficient notice is received by Payroll Services to effect such a payment.
- L10.06 The payment shall be deposited electronically at the financial institution of the Teacher's choice and payment information shall be maintained in the Employee Portal which can be printed by the Teacher. In addition, upon written request by the Teacher, the Board shall provide to the Teacher a written copy of the payment information maintained in the Teacher's Employee Portal.
- L10.07 The Teacher may change the financial institution referred to in [Article L10.06](#) no more than once a year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.
- L10.08 For the purpose of deduction from salary for time not worked, the salary shall be considered to be disbursed over the number of days prescribed in [Article L19.07](#) plus the following statutory holidays: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, and any other holiday declared a statutory holiday.
- L10.09 For the purposes of reporting hours worked for Employment Insurance, the Employer shall record each full workday as eight (8) hours worked.

ARTICLE L11.00 - BENEFITS

L11.01 Teachers shall have access to the Board's Employee and Family Assistance Plan at no cost to the Teacher.

(See also Central Article [C7.00](#) for Benefits)

ARTICLE L12.00 - SICK LEAVE

Sick Leave With Full Salary

L12.01 A Teacher, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Employer stating the dates of absence and the reason therefore. Any costs of a medical certificate shall be borne by the Board.

The Teacher may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.

L12.02 The Board shall maintain a record of each Teacher's credited and accumulated sick leave and shall maintain the record in the Employee Portal which can be printed by the Teacher. In addition, upon written request by the Teacher, the Board shall provide to the Teacher a written copy of the credited and accumulated sick leave record maintained in the Teacher's Employee Portal.

L12.03 A Teacher may be granted up to a total of five (5) days leave per school year with no deduction of sick leave credit(s) for the following leave provisions:

- a) where it is necessary for the Teacher to care for a child, parent, partner, or family member for which the Teacher is the legal guardian of personal care. This includes paternity leave and adoption.
- b) A Teacher who is unavoidably absent due to a local act of nature over which no one has control.
- c) Indigenous Teachers
 - i) to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work and/or
 - ii) for attendance at Indigenous cultural/ceremonial events.

It is understood as agreed to under the Central agreement [Letter of Agreement #6 \(Historical\)](#) that the combined maximum number of days for care days, Indigenous leaves, and act of nature days is five (5) days per school year. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year to year.

Workers' Safety Insurance

- L12.04 A teacher who is unable to perform the Teacher's regular duties because of a condition compensable under the *Workplace Safety and Insurance Act* shall receive such benefits as awarded by WSIB. In addition to WSIB benefits, the Board shall provide for a top-up such that the Teacher shall receive full salary and benefits.
- a) The top-up amount shall be paid for a maximum of four years and six months.
 - b) 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.
 - c) The Teacher will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Board to the Teacher.
- L12.05 A Teacher must provide at least five (5) teaching days notice to the Board of their intent to return to their position following a prolonged illness and whose position is being temporarily filled by a Long Term Occasional Teacher.

(See also Central [Article C9.00](#) for Sick Leave, See also Central [Letter of Agreement #1](#) for Sick Leave, See also Central [Letter of Agreement #6 \(Historical\)](#) for WSIB)

ARTICLE L13.00 - PREGNANCY LEAVE

Pregnancy Leaves shall be granted in accordance with the provisions of *The Employment Standards Act*, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Superintendent of Human Resources or designate.

- L13.01 The Board shall grant to a pregnant Teacher, who has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Teacher requests. The leave may commence any time within the seventeen (17) weeks prior to the expected date of birth but in no case later than the expected date of birth. (For mutually agreed to extensions of related leaves see [Article L14.12](#) Parental Leave).
- L13.02 Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Superintendent of Human Resources or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- L13.03 The written request for a Pregnancy Leave shall contain:
- (a) the start date of the Pregnancy Leave, and

- (b) the end date of the Pregnancy Leave.
- (c) the date or expected date of the birth of the child.

L13.04 The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.

L13.05 A Pregnancy Leave shall be without salary or allowances.

L13.06 Pregnancy Leave Benefits

- a) The employer shall provide for permanent teachers 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.

A Teacher qualifying for such a leave, and who is entitled to a SEB top up, shall not be financially disadvantaged by the reduced waiting period for EI benefits.

- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) The teacher must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- d) 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. [Proof of declined E.I. Benefits will need to be submitted to Human Resources]
- e) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, Spring Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- f) 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.
- g) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- h) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

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

- L13.07 The duration of the plan referred to in [Article L13.06](#) shall coincide with the term of the Agreement. For the purpose of [Article L13.06](#) Teacher's weekly earnings are 5/194 of the Teacher's annual salary.
- L13.08 The Board shall continue to pay its normal share of premiums for such benefits under [Article C7.00](#) as the Teacher is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Teacher.
- L13.09 The Teacher may opt not to continue benefits during the leave period by providing written notice to the Superintendent of Human Resources or designate that the Teacher does not intend to pay her share of contributions. Upon returning to work the Teacher's benefits will be reinstated.
- L13.10 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Pregnancy Leave:
- (a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the earlier start date; or
 - (b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Teacher provides the Superintendent of Human Resources or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
 - (c) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the date the leave was to begin.
- L13.11 A Teacher may alter the requested termination of a Pregnancy Leave:
- (a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the earlier termination date; or

- (b) a later date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end, and the later date does not contravene the provisions of *The Employment Standards Act*, as amended.

L13.12 A Teacher returning from a Pregnancy Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of [Articles L30](#), [L31](#) and [L32](#) - Surplus, Redundant Teachers and Recall - shall apply.

(See also Central [Letter of Agreement #6 \(Historical\)](#) for Pregnancy Leave Benefits)

ARTICLE L14.00 - PARENTAL LEAVE

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

- L14.01 The Board shall grant to a Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental Leave.
- L14.02 A mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.
- L14.03 The other parent requesting a Parental Leave may commence that leave anytime within the seventy-eight (78) week period following the actual date of birth. The request may be for up to sixty-one (61) weeks if a pregnancy leave has been taken and for up to sixty-three (63) weeks if a pregnancy leave has not been taken. The term "other parent" includes a person who intends to care for the child, including a parent through surrogate pregnancy.
- L14.04 Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Superintendent of Human Resources or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- L14.05 The written request for a Parental Leave shall contain:
 - (a) the commencement date of the Parental Leave;
 - (b) the termination date of the Parental Leave; and
 - (c) the date or expected date of the birth of the child.
- L14.06 A Parental Leave shall be without salary or allowances.

- L14.07 The Board shall continue to pay its normal share of the premiums for such benefits under [Article C7.00](#) as the Teacher is currently enrolled in, for that part of the statutory Parental Leave taken by the Teacher.
- L14.08 Teachers may opt not to continue benefits during the leave period by providing written notice to the Superintendent of Human Resources or designate that they do not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.
- L14.09 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Parental Leave:
- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the earlier start date; or
 - b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Teacher provides the Superintendent of Human Resources or designate with written notification within two (2) weeks after the employee starts the leave; or
 - c) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the date the leave was to begin.
- L14.10 A Teacher may alter the requested termination date of a Parental Leave:
- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end and the earlier date does not contravene the provisions of *The Employment Standards Act*, as amended; or
 - b) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*, as amended.
- L14.11 A Teacher returning from a Parental Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of [Articles L30](#), [L31](#) and [L32](#) - Surplus, Redundant Teachers and Recall - shall apply.
- L14.12 Extended Leaves may be requested in writing by parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory Parental Leave period and may be granted by the Superintendent of Human Resources or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extensions would allow the leave to conclude on the day prior to the start of the next term or semester.

L14.13 Teachers who extend a leave under [Article L14.12](#) beyond the statutory limits for Pregnancy/Parental leaves may maintain the level of benefit coverage that was established during the statutory leave period (subject to [Article C7.00](#)) at their own expense for the duration of the extended Leave.

The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Superintendent of Human Resources or designate that the Teacher does not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

ARTICLE L15.00 - ADOPTION LEAVE

Adoption Leaves shall be granted in accordance with the provisions of *The Employment Standards Act*, as amended.

L15.01 The Board shall grant to a Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of sixty-three (63) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the seventy-eight (78) week period following the child coming into the custody, care and control of a parent for the first time. The term "parent" includes a person with whom the child is placed for adoption and who intends to care for the child.

L15.02 Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Superintendent of Human Resources or designate as far in advance as possible but in no case later than two (2) weeks before the requested start date of the leave.

L15.03 The written request for an Adoption Leave shall contain:

- a) the commencement date of the Adoption Leave;
- b) the termination date of the Adoption Leave;
- c) the date or expected date of the child coming into the custody, care and control of the parent for the first time.

L15.04 An Adoption Leave shall be without salary or allowances.

L15.05 The Board shall continue to pay its normal share of the premiums for such benefits under [Article C7.00](#) as the Teacher is currently enrolled in, for that part of the statutory Parental Leave taken by the Teacher.

L15.06 Teachers may opt not to continue benefits during the leave period by providing written notice to the Superintendent of Human Resources or designate that they do not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

- L15.07 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of an Adoption Leave:
- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the earlier start date; or
 - b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date and the Teacher provides the Superintendent of Human Resources or designate with written notification within two (2) weeks after the employee starts the leave; or
 - c) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least two (2) weeks written notice before the date the leave was to begin.
- L15.08 A Teacher may alter the requested termination date of an Adoption Leave:
- a) to an earlier date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the earlier termination date; or
 - b) to a later date if the Teacher gives the Superintendent of Human Resources or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*, as amended.
- L15.09 A Teacher returning from an Adoption Leave shall return to the position most recently held, unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of [Articles L30](#), [L31](#) and [L32](#) - Surplus, Redundant Teachers and Recall - shall apply.
- L15.10 Extended Leaves may be requested in writing by parents who are on or will be on an Adoption Leave. These are leaves that continue beyond the statutory Adoption Leave period and may be granted by the Superintendent of Human Resources or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extension would allow the leave to conclude on the day prior to the start of the next term or semester.
- L15.11 Teachers who extend a leave under [Article L15.10](#) beyond the statutory limit for Adoption Leave may maintain the level of benefit coverage that was established during the statutory leave period (subject to [Article C7.00](#)) at their own expense for the duration of the Extended Leave. The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Superintendent of Human Resources or designate that the Teacher does not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

ARTICLE L16.00 - LEAVES OF ABSENCE

Leave of Absence With Full Salary

- L16.01 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Teachers for the circumstances and under the conditions outlined hereunder. Leaves under [Articles L16.04](#) to [L16.11](#) require advance approval of the Principal or Supervisor, unless otherwise indicated.
- L16.02 Notwithstanding [Articles L16.01](#) to [L16.11](#) a Teacher may be excused from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Teacher shall make adequate and acceptable arrangements as approved by the Principal for the care and instruction of the Teacher's classes. Any Teacher who assumes the responsibilities of the absent Teacher shall have such time credited as on calls.
- Such requests must be submitted to the Principal of the school at least three (3) days prior to the absence whenever possible. Approval of such requests shall not be denied unreasonably.
- L16.03 JURY DUTY - When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Teacher is not one of the persons charged, the Teacher must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted by the Teacher to the Superintendent of Human Resources or designate for approval.
- L16.04 BEREAVEMENT - Up to three (3) days will be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, parent-in-law, child-in-law, sibling-in-law, legal guardian, grandchild, grandparent, step-parent, step-child, step-grandparent or person who has acted as father or mother in lieu of the natural parent.
- Notwithstanding the above, where there are remaining days from the original three (3) days listed above, those remaining days plus a maximum of two (2) additional days may be requested to be used at a later time, due to exceptional circumstances subject to the approval of the Principal or designate.
- L16.05 EXAMINATION - Up to one (1) day per school year shall be available to permit a Teacher to write examinations leading to the advancement of the Teacher's academic or teaching qualifications. This leave shall be for the period of the examination only plus any required travel time to the place of the examination.
- L16.06 GRADUATION - Up to one (1) day per school year shall be available for the Teacher to attend the Teacher's own graduation ceremonies or the convocation of a child, spouse or partner.
- L16.07 CURRICULUM - Leave shall be granted to a Teacher to participate on curriculum committees sponsored by the Ministry of Education and Training and endorsed by the Superintendent of Human Resources or designate.

- L16.08 QUARANTINE - Leave shall be granted when a Teacher is absent from duty in any case where because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Teacher's duties.
- L16.09 One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in [Article L16.04](#).
- L16.10 A Teacher who is delayed by local weather conditions but arrives at school as soon as possible during the regular school hours of that day will not have a salary deduction made.
- L16.11 A Teacher shall be entitled to leave for religious holidays in accordance with Board procedure.

Leave of Absence With Occasional Teacher Cost Deduction

- L16.12 Deduction of Occasional Teacher costs from a Teacher's salary will occur under the provisions of [Articles L16.13](#) and [L16.14](#). Such leaves require advanced approval of the Principal. Where possible, requests must be submitted to the Principal of the school at least three (3) days prior to the absence.
- L16.13 Up to one (1) day leave per school year may be granted to attend the Teacher's own wedding or the wedding of their adult child or to attend to the Teacher's personal business. This day may not be used as vacation time.
- L16.14 Leave with deduction of Occasional Teacher costs, but with no loss of sick leave credits for the total period of absence, shall be available to Teachers under the terms outlined hereunder.
- (a) To attend a provincial, national or international competition as either an official or competitor where the Board determines that it is a significant event.
 - (b) One (1) competition per school year.
 - (c) Approval of the Superintendent of Human Resources or designate.

Short-Term Leave of Absence With Deduction of Full Salary

- L16.15.1 A special leave of absence of up to five (5) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted by the Superintendent of Human Resources or designate. A copy of the request must have been submitted to the Principal prior to being sent to the Superintendent of Human Resources or designate.

The special leave of absence may not be used to extend a vacation period.

In light of the semester end demands within a school, whenever possible, the Teacher should avoid making requests that impact the end of a semester.

- L16.15.2 A personal leave of absence with deduction of full salary will be granted by Human Resources. A Teacher may apply for up to five (5) days of leave per school year for personal reasons. The request must be copied to the Principal and forwarded by email to Human Resources at least three (3) weeks prior to the leave start date.

It is understood that the teacher taking this leave shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards and exams.

Requests for this leave of absence will not include the first week following the start of each semester, PA days, the week prior to the start of exams, the exam period or the weeks surrounding Spring Break.

Requests for this type of leave will not be denied provided that, if necessary, there are expected to be enough available occasional teachers to cover for the absent teacher, and subject to reasonable system and school requirements.

The first (1) day of L16.15.1 or L16.15.2 will be granted as a Leave of Absence with Occasional Teacher Cost.

Long-Term Leave of Absence Without Pay

- L16.16 A leave of absence for one (1) year to commence September 01 may be granted by the Superintendent of Human Resources or designate, upon written request of a Teacher. A copy of the request must have been submitted to the Principal prior to being sent to the Superintendent of Human Resources or designate. Such requests are subject to the following provisions:

- (a) The request must be received by March 15 of the year in which the leave is to begin.
- (b) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- (c) The Teacher on leave under this Article may request an extension of the leave by March 15 of the first year of leave for a maximum of one (1) additional year.
- (d) Subject to continuing eligibility under the master contract, the Teacher will continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs. The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Superintendent of Human Resources or designate that the Teacher does not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

- L16.17 A leave of absence for less than one (1) year but greater than ten (10) days may be granted by the Superintendent of Human Resources, or designate for exceptional circumstances upon the written request of a Teacher. A copy of the request must have been submitted to the Principal prior to being sent to the Superintendent of Human Resources or designate. Such requests are subject to the following provisions:
- (a) The request will not be used to extend a vacation period. In light of the semester end demands within a school, whenever possible, the Teacher should avoid making requests that impact the end of a semester.
 - (b) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
 - (c) Subject to continuing eligibility under the master contract, the Teacher may continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs. The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Superintendent of Human Resources or designate that the Teacher does not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.
 - (d) The request must be received far enough in advance to allow for the hiring of a qualified Occasional Teacher.
- L16.18 A leave of absence not to exceed five (5) school years shall be granted by the Superintendent of Human Resources or designate, upon the written request of a Teacher, who is elected or appointed to public office or OSSTF provincial office subject to the following provisions:
- (a) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
 - (b) The leave will commence upon the assumption of the office but in no case earlier than one (1) month after the receipt of the written request for the leave, except in extenuating circumstances.
 - (c) The initial leave period will be to the conclusion of the school year.
 - (d) The Teacher on leave under Article L16.18(c) may request an extension of the leave by March 15 of the year of leave for one (1) additional school year. Such annual extension shall be granted up to the maximum time of leave permitted under Article L16.18. Effective 2005, September 01 a Teacher who is elected or appointed to OSSTF provincial office may request annually by March 15 of each year an extension so long as the Teacher continues to be elected or appointed to an OSSTF provincial office position.

- (e) Subject to continuing eligibility under the master contract, the Teacher may continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs. The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Superintendent of Human Resources or designate that the Teacher does not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated. A Teacher must return to teach for the Board for a minimum of two (2) school years prior to retirement to be eligible for such retirement benefits for which they would otherwise be eligible.
- (f) On return from leave of one (1) school year, a Teacher will be assigned to the same position and school or, if due to declining or changing enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of the current Agreement.
- (g) Should the term of office end at a time other than the end of a school year, the Teacher will remain on leave until the end of the school year of leave unless a vacancy exists for which the Teacher has the necessary qualifications. Should there be such a vacancy, the Teacher may, with the agreement of the Teacher, Principal and Superintendent of Human Resources, be placed in it for the remainder of the school year. At the conclusion of the school year said Teacher shall be placed in accordance with the applicable staffing provisions.

Teachers Returning From a Leave of Absence

- L16.19 Teachers returning from a leave of one (1) school year or less shall be placed at the school from which they took the leave, subject to seniority and qualifications.
- L16.20 Teachers returning from a leave greater than one (1) school year will be returned to the staff list of their previous school for the purposes of tracking staff during the staffing process. If there is no vacancy for which the Teacher is qualified, the teacher will be declared surplus to the school, regardless of seniority.
- L16.21 Teachers returning from leave who wish to be placed at a school other than their previous school must follow the transfer process described in [Article L29](#).

ARTICLE L17.00 - DEFERRED SALARY LEAVE PLAN/SELF-FUNDED LEAVE PLAN

Description

- L17.01 The deferred salary leave plan allows a full-time Teacher who is not an Occasional Teacher or a Continuing Education Teacher to teach, according to the chart below "x" years over "y" years such that the last part-year/year is a leave of absence by accepting a pro-rated percentage of the salary that the Teacher would have received if the Teacher had not been enrolled in the Plan.

	Teach "x" years	Over "y" years	at % salary
(a)	2.5	3	83.333%
(b)	3	4	75%
(c)	4	5	80%

NOTE: Revenue Canada Regulations stipulate that a Teacher must return to employment with the Board after the leave period for a period of time that is not less than the leave period. Thus, Revenue Canada will not permit a Teacher to take this type of leave immediately prior to retirement.

Qualifications

L17.02 Any Teacher having three (3) years of teaching experience with the Board or predecessor Boards is eligible to participate in the Plan.

Application

- L17.03
- (a) A Teacher must make written application to the Superintendent of Human Resources or designate on or before March 15 requesting permission to participate in the Plan.
 - (b) Written acceptance, or denial, of the Teacher's request with explanation, will be forwarded to the Teacher by April 15 in the school year the original request is made.
 - (c) Approval of the individual requests to participate in the Plan shall rest solely with the Superintendent of Human Resources or designate.
 - (d) All Teachers wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted. (See [Appendix "A"](#)).
 - (e) The Board assumes no responsibility for any consequences arising out of the Plan related to effects on the Teacher's Pension Plan provisions, income tax arrangement, Employment Insurance and the Canada Pension Plan. All financial or legal liabilities arising from this Plan shall be borne by the Teacher.

Payment Formula and Leave of Absence

- L17.04 The payment of salary, fringe benefits and the timing of the leave of absence shall be as follows:
- (a) (i) In each year of the Plan, preceding the year of the leave, a participating Teacher will be paid a reduced percentage of the Teacher's proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred, and this accumulated amount plus any interest earned shall be retained for the Teacher by the Board to finance the period of leave.
 - (ii) Payroll deductions will be deposited in a separate daily interest account held in trust at the Board's financial institution. The calculation of interest under the terms of this Plan shall be done monthly (not in advance).

- (iii) A participating Teacher is allowed once each school year, in the two (2) week period between February 1 and February 15, to indicate their desire to transfer a specific amount which has accumulated in the daily interest account, to a Guaranteed Investment Certificate. The Board will then arrange for the transfer of said funds by March 01. It is understood that some funds are to remain in the daily interest account.
- (b) During the non-leave years that the individual Teacher is participating in the Deferred Salary Leave Plan, all Teacher Benefit Plans, subject to continuing eligibility under the master contract, shall be maintained at a level as if the Teacher was being paid at one hundred percent (100%) of the Teacher's salary.

Teachers participating in the Plan shall receive full fringe benefits during the non-leave years according to the Agreement in effect during each year of participation in the Deferred Salary Leave Plan.

Teachers who elect to continue benefit coverage during the period of the leave shall arrange coverage directly with the insurer.

- (c) The Teacher must select Article [L17.01](#) (a) or (b) or (c) at the time of applying for participation in the Deferred Salary Leave Plan.
- (d) No Teacher will be permitted to take the leave of absence until it has been fully funded by payroll deduction.
- (e) All individual Teacher contributions to the Plan shall commence with the first pay of the school year following acceptance of the Teacher's application.
- (f) During the period of time the Teacher is on leave under the provisions of Article [L17.01\(a\)](#), payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of Semester I of the "y" year of participation in the plan will be divided by the number of pays remaining to August 31 to arrive at the regular amount stipulated in [Article 10](#) of the Agreement. After the last pay in August, any additional accumulated interest will be payable to the Teacher.
- (g) During the year the Teacher is on leave under the provisions of [Article L17.01](#) (b) or (c), payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of June will be divided by twenty-six (26) to arrive at the regular payment as stipulated in [Article 10](#) of the Agreement. At the end of the year's leave of absence, any additional accumulated interest will be payable to the Teacher.
- (h) Throughout the period of leave of absence, the employee can not receive any salary or wages from the employer or from a person with whom the employer does not deal at arm's length other than the amount by which the employee's salary under the plan was deferred or is to be reduced and reasonable fringe benefits.

Terms of Reference

L17.05 (a) POSITION ON COMPLETION OF LEAVE

On return from the leave, a Teacher will normally be assigned to the same position (including any position of responsibility), except in the case of:

- (i) an accepted promotion;
- (ii) a requested and accepted transfer;
- (iii) a requested and accepted exchange;
- (iv) the elimination of the position held when the leave was granted. The assessment of this position is to be made on the basis of the staffing as it would have occurred had the Teacher remained in the school rather than taking the leave of absence. In the event that the position no longer exists, the Teacher will be governed by the provisions of [Articles L30, L31 and L32](#) - Surplus, Redundant Teachers and Recall.

(b) EXPERIENCE, SICK LEAVE AND PENSION

- (i) Time spent on a leave shall count for seniority purposes but shall not count as teaching experience for salary purposes.
- (ii) The taking of a leave under this Plan shall not be considered as an interruption in service.
- (iii) Pension deductions are to continue during the leave as provided for by the Teachers' Pension Plan Act.**

****NOTE:** The Act obliges the Board to deduct pension contributions for each year of the Teacher's participation in the Plan on the full salary that the Teacher would have earned had the Teacher not participated in the Plan.

- (c) Teachers declared redundant must withdraw from the Plan. In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible but no later than sixty (60) days after withdrawal from the Plan.
- (d)
 - (i) A teacher may withdraw from the Plan any time prior to March 01 of the school year prior to the school year in which the leave is to be taken by providing written notice to the Superintendent of Human Resources or designate. Any exceptions to the aforesaid shall be by mutual consent of the individual and the Board administration. Repayment shall be as per Article L17.05 (c) provided that the Teacher pays to the Board an administrative fee of one hundred dollars (\$100.00), in advance, to cover the cost of withdrawing from the Plan.
 - (ii) In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave and if the Teacher has been so notified by April 15 of the school year prior to the school year in which the leave is to commence, the Board may defer the year of the leave. In this instance, a Teacher may choose to remain in the Plan or withdraw from the Plan and receive repayment within

sixty (60) days of withdrawal without the payment of an administrative fee. A Teacher may defer the year or semester of the leave any time prior to March 01 of the school year prior to the school year in which the leave is to be taken by providing written notice to the Superintendent of Human Resources or designate. It will only be deferred for up to one year from when the leave was to commence. No exceptions will be granted.

- (e) Should the Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.

ARTICLE L18.00 - ADDITIONAL PROFESSIONAL ASSIGNMENTS

- L18.01 All full-time Teachers shall be assigned a maximum of 6 periods. In addition, Teachers may be assigned Additional Professional Assignments (APA) that include on-calls, supervision and mentoring as defined below:

Effective	Total/Year	On-Calls/Year	APA's other than On-Calls/year
2011 Sept 01	up to 54 half-periods	up to 24 half-periods	up to 34 half-periods

The sum of the On-Calls and APA's other than On-Calls must not be greater than the Totals/Year listed at the effective date above.

- L18.02 It is understood that part-time Teachers will have their APA's pro-rated.
- L18.03 Guidance Councillors, Teacher-Librarians, Co-op Teachers, Learning Support Teachers and Congregated Special Education Teachers (DC and PDD) may be assigned APAs in their designated areas as follows:

Effective	Total/Year
2011 Sept. 1	58 half-periods

ARTICLE L19.00 - WORKING CONDITIONS

- L19.01 Effective 2005 September 01, all full-time teachers will be assigned for 6 periods, and for Additional Professional Assignments as specified in [Article L18](#) "Additional Professional Assignments".
- L19.02 A part-time Teacher's workload shall be pro-rated to that of the Teachers set forth in Article L19.01.
- L19.03 All Teacher workload issues shall be discussed at the In-School Staffing Committee in accordance with [Article L28](#). If unresolved, the matter shall be referred to the Secondary Staffing Committee for resolution.

- L19.04 All "Additional Professional Assignments" will be developed in consultation with the OSSTF members of the In-School Staffing Committee and assigned equitably amongst the staff.
- L19.05 Assignments that are above the regularly scheduled instructional duties shall be monitored by the In-School Staffing Committee.
- L19.06 All absences must be reported by the Teacher to the Thames Valley Absence Reporting and Replacement Information System, (TVARRIS), as soon as the absence is known to the Teacher.

School Year

- L19.07 The school year shall be determined in accordance with the Act and Regulations. Union input shall be requested prior to finalization of the school year calendar. No Teacher shall be required to work before the start of the student's school year except in the case of a school year where the number of Instructional days required by the Act and Regulations plus the number of P.A. Days established by the statutory maximum cannot be accommodated within the student's normal school year. Any work performed outside of the parameters set out above shall be on a voluntary basis.
- L19.08 The P.A. day scheduled at the end of the January exam period will be designated as a turnaround day for the purpose of preparation for the next semester.

Instructional Day

- L19.09 In the absence of any Act or Regulation to the contrary, the normal expectation of the Parties is an instructional day of three hundred (300) minutes. It is recognized that special rules will apply for Special Education and Education and Community Partnership Programs (ECP). Any other exceptions to this provision will be referred to the Labour Management Committee for resolution. Extracurricular activities are voluntary.
- L19.10 Parent-Teacher interviews will be scheduled no more than once per semester, and shall not exceed two (2) hours in length.

Time for Traveling and Traveling Expenses

- L19.11 A Teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between locations as determined by the Parties.
- L19.12 Travel time for Teachers covered by Article L19.11 shall be exclusive of preparation time and when it occurs during the lunch period it shall be exclusive of the forty (40) minute lunch period unless otherwise agreed by the Parties.
- L19.13 Reimbursement for kilometers traveled shall be paid to an itinerant Teacher, Co-operative Education Teacher, Learning Coordinator or Special Assignment Teacher who is required by the Board to travel between schools or worksites on a regular basis in the performance of the normally assigned duties.

- L19.14 The kilometrage reimbursement shall be calculated at the rate established in accordance with Board policy/procedure.

Coverage by an Occasional Teacher

- L19.15 To be covered by an Occasional Teacher, notification of the absence must be given to the Thames Valley Absence Reporting and Replacement Information System, (TVARRIS), at least ninety (90) minutes prior to the start of the school day.

Performance Appraisal

- L19.16 The Board will seek OSSTF District 11 membership on any committee involved in the development of and any proposed modifications to the Board's policy and procedure on Teacher performance appraisal.

Any differences between the parties arising from alleged violations of the Board's policy and procedure on Teacher performance appraisal are grievable under [Article L43](#) of this agreement.

When a teacher receives a performance appraisal which is rated unsatisfactory the Bargaining Unit President will be notified.

Class Sizes

- L19.17 As the basis for timetabling, the following class size maximums are effected:

Category	To Present
University (U) and University/College (M) Level (except science)	31
University (U) and University/College (M) Level Science, Academic (D), College (C), and Grade 11-12 Open (O) Level, Communications Technology, Design Technology	29
Grade 9-10 Open (O) Level, OLC	27
Cooperative Education	25
Applied (P), GLS	24
Grade 9-12 Technological Studies, Open Foods or Fashion (HFN10, HFN20, HNC30, HNB40), Workplace (E), Credit Recovery	20
Locally Developed (L) Level, GLE	17
Flex	1
ASPIRE Program (with no Flex)	25

Note: Supervised Alternative Learning of Excused Pupils (SALEP) students are not included in Article L19.17

- L19.18 In the event that a new course code or new program is created that is not listed in L19.17, the Board agrees to consult with the Union regarding class size prior to implementation when possible.
- L19.19 (a) Multi-level Maximum for the lower applicable level.
- (b) Multi-grade 90% (rounded down to the next whole number) of the maximum for the applicable level.
- (c) Multi-level /Multi-grade combined Maximum for the lower applicable level, or 90% (rounded down to the next whole number) of the maximum of the higher level, whichever is lower.

Maximum Teacher Workload

- L19.20 A Teacher's time-table shall have a maximum number of pupil contacts determined as follows:
- a) the calculation of the number of pupil contacts is based on the classes taught all year, and
- b) a Teacher's workload shall not exceed the sum of the Class Size Maximums.

Maximum Class Size

- L19.21 Subject to [Article L19.20](#), classes may exceed the Class Size Maximum above by the flex factor as indicated in [L19.20](#).
- L19.22 Where the In-School Staffing Committee does not agree on the application of this article, they may refer the situation to the Secondary Staffing Committee for resolution.
- L19.23 A Class Size Report must be submitted by each school to the Board by the twentieth (20th) school day of each semester after which the Secondary Staffing Committee will review progress on meeting the requirements of [Article L19.17](#). The Board shall ensure compliance with this Article by October 31 and March 31.
- L19.24 Exiting 2014-2017 Collective Agreement language for all class size caps, guidelines, flex factors, and pupil contacts or equivalent shall remain, subject to the following amendments:
- (a) Further, for 10% of classes in the school Board where Local class size caps exist, they may be exceed by up to two (2) students.
- (b) Where the school Board has class size caps, any Teacher who teaches classes as per (a) will have their pupil contacts or equivalent adjusted accordingly.

- (c) Where a school Board has a staffing guidelines or equivalent, the guideline shall be adjusted per (a) for any Teacher in such a course for the calculation of the pupil contacts or equivalent.
- (d) No Teacher will have more than two (2) classes per semester or equivalent in non-semestered schools impacted by paragraph (a) without mutual consent.
- (e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- (f) The exceptions as per (a) and (c) shall be shared with the District Secondary Staffing Committee and In-school staffing committees.

Work of Other Bargaining Units

L19.25 A Teacher's assigned duties shall not change as the result of a strike by the members of another bargaining unit.

Credit Recovery

L19.26.1 Where the subject Teacher is recommending a student for Credit Recovery, the subject Teacher shall be required to provide the following information using the Credit Recovery Profile:

- i. the student's final mark;
- ii. a breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject Teacher employs for recording marks;
- iii. reasons for Credit Recovery recommendations;
- iv. units, concepts, and/or expectations not successfully achieved;
- v. relevant learning skills information.

L19.26.2 All other consultation between the subject Teacher and the credit recovery Teacher is voluntary.

L19.26.3 Where the credit recovery team identifies a student as eligible for a credit recovery program, the subject Teacher is required to complete a Credit Recovery Profile.

L19.26.4 Should there be new directives from the Ministry regarding Credit Recovery the parties shall meet to determine implications, if any, for the Board.

ARTICLE L20.00 - MEDICAL PROCEDURES - PUPILS

L20.01 The Board shall not require any Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Teacher to the risk of injury or liability for negligence.

L20.02 It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE L21.00 - OCCUPATIONAL HEALTH AND SAFETY

- L21.01 The Board, the Union and its members shall comply with the provisions of the Occupational Health and Safety Act and Regulations, as they may be amended from time to time.
- L21.02 The Board shall maintain a Main/Central Joint Health and Safety Committee which will include representatives from the District per that Committee's Terms of Reference.
- L21.03 The Board shall supply to Teachers (at no cost to the Teacher) protective clothing and equipment deemed necessary by the Joint Health and Safety Committee.

ARTICLE L22.00 - VIOLENCE PREVENTION

- L22.01 The Board agrees that when the Safe Schools Policy and Procedures are reviewed, they will be reviewed by a committee which contains Union representation.

ARTICLE L23.00 - HARASSMENT

- L23.01 The Union and the Board recognize the right of Employees to work in an environment free from harassment, including sexual harassment. The Board has established a Harassment Policy and Procedure consistent with the principles under the Ontario Human Rights Code and will protect from reprisal those individuals participating in the process unless the person acts maliciously.

ARTICLE L24.00 - PROFESSIONAL DEVELOPMENT

Professional Development Committee

- L24.01 There shall be a professional development committee composed of up to three (3) Union representatives and up to three (3) academic Supervisory Officers or designates to examine and discuss a program that would include:
- attending professional conferences
 - attending workshops
 - local curriculum development
 - other professional activities
 - administration of the funds

Professional Activity Days

- L24.02 Prior to March 15, the professional development committee shall meet to discuss the use and distribution of Professional Activity Days designated by the Board in accordance with the Regulations for the following school year.

Professional Development Expenses

- L24.03 The Board shall reimburse Teachers for all reasonable expenses connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher at the request of the Board.

ARTICLE L25.00 - POSITIONS OF ADDED RESPONSIBILITY

Learning Co-ordinators

- L25.01 The term for a Learning Co-ordinator shall be for one (1) to four (4) years, with the possibility of renewal, in accordance with the posting for the specific position. Renewal of a position is not automatic and is to be determined in accordance with the needs of the system.
- L25.02 Should the appointment of a Learning Co-ordinator to a first term result in a vacant position in a school for a Department Head, Assistant Head, Athletic Co-ordinator or Computer Facilitator position, then that position shall be filled on an acting basis for up to the first two years of the Learning Co-ordinator's first term. If that Learning Co-ordinator relinquishes the position of Learning Co-ordinator effective by the end of their second year, then they shall have the right to the position left vacant in the school where they were last placed unless, by mutual agreement, the Learning Co-ordinator accepts an Administrative Transfer to a vacant position in another school.
- L25.03 Should the position of an individual Learning Co-ordinator not be renewed or should the Learning Co-ordinator relinquish the position of Learning Co-ordinator effective the end of the school year or should the work of the Learning Co-ordinator be determined to be unsatisfactory, the Teacher holding the position of Learning Co-ordinator shall have the right to return to a position equivalent to that held prior to assuming the position of Learning Co-ordinator should such a position exist.
- L25.04 Should the Learning Co-ordinator be eligible to return to a Department Head, Assistant Head, Athletic Co-ordinator or Computer Facilitator position, the Learning Co-ordinator will have the right to exercise the following options:
- (a) prior to the effective conclusion of the first term of a Learning Co-ordinator, the Learning Co-ordinator may return to an Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - (b) the first right to any vacant Athletic Co-ordinator position, Computer Facilitator position or vacant Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - (c) If the Learning Co-ordinator opts not to exercise the applicable option contained in either Article L25.04 (a) or L25.04 (b), the Learning Co-ordinator will return to a teaching position in the school where they were last placed unless, by mutual agreement, the Learning Co-ordinator accepts an Administrative Transfer to a vacant position in another school. Such Teacher shall be placed on a re-call list for future vacancies for the position of Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head in the subject area previously held, as the case

may be, and shall have the right to refuse two re-calls before being removed from the re-call list. During the time on re-call, the Teacher will not receive any responsibility allowance.

- L25.05 A Learning Co-ordinator not covered by the provisions of [Article L25.04](#) shall return to a teaching position in the school where they were last placed unless, by mutual agreement, the Teacher accepts an Administrative Transfer to a vacant teaching position in another school.
- L25.06 Evaluations of Learning Co-ordinators will be performed primarily by the Learning Supervisors but may also involve the appropriate Superintendent.

Department Heads/Assistant Department Heads

- L25.07 The duties of a Teacher in a Department Head position are as follows:

SCHOOL-BASED DUTIES

The Department Head of an organizational unit reports to the Principal and advises the Principal, in conjunction with all other Department Heads, on the development of school policies and procedures.

DUTIES WITHIN THE ORGANIZATIONAL UNIT

- (a) Assist the Program Department in co-ordinating the curriculum process and curriculum resources.
- (b) Provide input to the Principal on personnel, program offerings and timetable priorities.
- (c) Ensure development and distribution of all expectations concerning student classroom responsibilities and learning and evaluation policies.
- (d) Support Teachers and encourage exemplary practices.
- (e) Assist with the development and implementation of school-based budget policies and procedures.
- (f) Co-ordinate adherence to Board recognized health and safety procedures.

- L25.08 In order to qualify for a Department Head position for a subject or subject association, a Teacher's Ontario Certificate of Qualification must have an area of emphasis or at least an additional qualification part one in the subject or one of the subjects in a subject association. Such a Teacher must have a 1.0 FTE teaching timetable.
- L25.09 Subject departments are arranged in subject associations. A subject department shall have a department head position if the number of lines assigned to that subject meet the criteria for any of the levels of headship. Where a subject does not meet the criteria for a level one headship, it will be grouped with another subject(s) in the subject association to create a subject grouping that meets the criteria for one of the levels of

headship. The head of a subject association will be responsible for representing all subject areas in the association not qualifying for a subject headship. The Principal, in consultation with the In-School Staffing Committee, shall determine the qualifying departments and the corresponding associations for non-qualifying subject areas where the model seems inappropriate. Situations which deviate from the model must be approved by the Secondary Staffing Committee.

- L25.10 Allowances for subject or subject associations will be based on the number of lines (periods) allocated to courses in the subject or subject association. There will be a head of a department for a subject or subject association that at least meets the number of lines criteria for a level one headship.
- L25.11 A Teacher cannot hold more than one Position of Added Responsibility, as defined in [L25.13](#) through [L25.15](#), in any given year.
- L25.12 (a) The criteria for heads of subject departments or subject associations shall be as follows:
- | | |
|-------------|--------------------------|
| Level One | more than 6 to 17 lines |
| Level Two | more than 17 to 29 lines |
| Level Three | more than 29 to 41 lines |
| Level Four | more than 41 lines |
- (b) All lines in each school shall be assigned to a subject department. If any new lines are created, the Principal shall, in consultation with the In-School Staffing Committee, determine the department to which they will be assigned.
- L25.13 Notwithstanding [Article L25.12](#), where a school has less than seven lines allocated to Guidance and/or Library, there shall be a Level One Head of Guidance and/or Library.
- L25.14 Subjects to which headships may be assigned and the subject associations in which each is grouped are as follows:
- | | |
|------------------|---------------------------------------------------------|
| The Arts | Dance/Drama
Music
Visual Arts |
| Student Services | Guidance
Co-Operative Education
Special Education |
| English | English
English-as-a-Second Language |

Languages

French
Classical Studies
International Languages
Native Languages
French Immersion

Mathematics

Science

Social Sciences

Family Studies (including Sociology,
Psychology, Anthropology)
History (including Economics, Law, Politics,
Canadian World Studies, Native Studies)
Geography

Health and Physical Education

Business Studies

Technological Education

Teacher Librarian

ASPIRE Program

- L25.15 There will be a minimum of five (5) assistant department headships in the Board. Programs that qualify for such positions will be reviewed annually by the Secondary Staffing Committee.

Should the Board wish to reallocate any existing assistant headship, the affected Teacher will continue to receive the allowance for a period of one (1) year.

- L25.16 Year-to-year fluctuations in department size causing a change in the current head entitlement will be identified by the In-School Staffing Committee and a recommendation for resolution will be submitted to the Central Staffing Committee for a final decision.
- L25.17 Any head who loses a headship by virtue of the subject or subject grouping falling below the Level One criteria, shall retain rights of recall to that headship when the criteria are met. While retaining rights to the headship, the headship allowance will not be paid.
- L25.18 If a headship becomes vacant after June 01 during a school year, the headship will be filled on an acting basis by a qualified Teacher within the school until the end of the school year. A Teacher in an acting position will be paid the appropriate responsibility allowance.

- L25.19 The level that a headship qualifies for, as defined in Article [L25.12](#), can vary from year-to-year depending on the number of lines in the subject or subject grouping. The allowance will be based on the number of lines in the subject or subject grouping as at the May 31 timetable projections. November 15 section numbers will be used to verify the number of lines in each headship. Where the number of lines falls below or above the projected number of lines and the difference impacts on the level of headship, the allowances paid will be adjusted accordingly.

Department Head Vacancies

- L25.20 All Headship or Assistant Headship positions that are vacant for September 01 must be posted before April 30 of each year.
- L25.21 Any Teacher who is qualified may apply for a vacant Headship or Assistant Headship position by submitting the appropriate form to the Principal of the school in which the vacancy exists.
- L25.22 If more than one qualified Teacher applies for a vacant Headship or Assistant Headship at a school, the Principal shall initiate an interview process to select a Teacher for the position. Seniority should be a consideration in the selection for an interview.
- (a) In the first round of a Headship posting, where there are three (3) or more qualified applicants, the Board shall offer the Headship to one of them. If the person offered the Headship declines the offer because they are taking a position of Added Responsibility as set out in Article L25, or a promotion to another position such as Vice Principal, the Board must offer the Headship to one of the other qualified applicants, provided there are at least two (2) or more qualified applicants remaining. If there are two (2) or fewer applicants initially, the Board need not offer the Headship to either.
 - (b) Where the Board does not offer a Headship to a qualified applicant from the first round of a Headship posting, it agrees to provide information regarding the number of applicants in that round to the Union, within a reasonable time.
- L25.23 Current Heads who have applied for a Permanent Headship vacancy at a school must be given an interview for the Headship vacancy.
- L25.24 Under normal circumstances, this process will end after two (2) rounds of posting.
- L25.25 Teachers scheduled to hold permanent Department Head or Assistant Head positions in the next school year will be protected from being declared surplus to their school but not from being declared redundant to the system.
- L25.26 Unless otherwise agreed by the Parties, the cost of this structure shall not exceed the Ministry Funding Model line for Department Heads.

Computer Facilitator

- L25.27 There shall be a Computer Facilitator in each school. The Computer Facilitator reports to the Principal and assists departments that have computer-assisted learning with curriculum development and applications to maximize the use of computer resources within the school. If the position of Computer Facilitator becomes vacant then it shall be communicated within the school.

Athletic Co-ordinator

- L25.28 There shall be an Athletic Co-ordinator in each school except for B. Davison. The Athletic Co-ordinator reports to the Principal and will assist in the organization and running of the extra-curricular athletic program by, amongst other things, ordering buses, ensuring that necessary officials are obtained, ensuring the facilities are ready on game-day, assisting in making decisions related to eligibility and assisting in the planning for the co-ordination of Thames Valley extra-curricular athletics for future years.

The Athletic Co-ordinator shall not hold any position of responsibility in the school. If the position of Athletic Co-ordinator becomes vacant then it shall be communicated within the school.

Temporary Withdrawal

- L25.29 A Teacher holding a Position of Added Responsibility as defined in [Articles L25.13](#) through [L25.15](#) may request a temporary withdrawal from the position for a period of one (1) year effective September 01 and retain their regular teaching duties by submitting written application to the Board on or before the last preceding fifteenth (15th) day of April. The Position of Added Responsibility of a Teacher on such a temporary withdrawal shall be filled on an acting basis for the duration of the temporary withdrawal.
- L25.30 On returning from a temporary withdrawal under [L25.29](#), the Teacher shall resume the Position of Added Responsibility that they held prior to the temporary withdrawal subject to the provisions of [Article L25.17](#).
- L25.31 A Teacher on temporary withdrawal under [L25.29](#) may request an extension of the temporary withdrawal by April 15 of the year of temporary withdrawal for one (1) additional year.

TOSAs

- L25.32 The term for a Teacher on Special Assignment (TOSA), shall be for one year renewable up to a total of four years subject to funding and system needs. During the term of a TOSA a Teacher shall withdraw from any position of added responsibility.
- L25.33 Should the appointment of a TOSA result in a vacant position in a school for a Department Head, Assistant Head, Athletic Co-ordinator or Computer Facilitator position, then that position shall be filled on an acting basis for up to the first two years. If that TOSA relinquishes the TOSA position effective by the end of their second year, then they shall have the right to the position left vacant in the school where they were

last placed unless, by mutual agreement, the TOSA accepts an Administrative Transfer to a vacant position in another school.

- L25.34 Should the position of an individual TOSA not be renewed or should the TOSA relinquish the position effective the end of the school year or should the work of the TOSA be determined to be unsatisfactory, the TOSA shall have the right to return to a position equivalent to that held prior to assuming the TOSA position should such a position exist.
- L25.35 Should the TOSA be eligible to return to a Department Head, Assistant Head, Athletic Co-ordinator or Computer Facilitator position, they will have the right to exercise the following options:
- a) the TOSA may return to an Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - b) the first right to any vacant Athletic Co-ordinator position, Computer Facilitator position or vacant Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - c) if the TOSA opts not to exercise the applicable option contained in either Article L25.35 a) or L25.35 b), they will return to a teaching position in the school where they was last placed unless, by mutual agreement, the TOSA accepts an Administrative Transfer to a vacant position in another school. Such Teacher shall be placed on a re-call list for future vacancies for the position of Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head in the subject area previously held, as the case may be, and shall have the right to refuse two re-calls before being removed from the re-call list. During the time on re-call, the Teacher will not receive any responsibility allowance.
- L25.36 TOSA's not covered by the provision of [L25.35](#) shall return to a teaching position in the school where they were last placed unless, by mutual agreement, the Teacher accepts an Administrative Transfer to a vacant teaching position in another school.
- L25.37 Evaluations of TOSA's will be performed primarily by the Learning Supervisors but may also involve the appropriate Superintendent.

ARTICLE L26.00 - SENIORITY

- L26.01 Articles L26.01 to [L26.05](#) inclusive apply to Teachers on Secondary Contracts with the predecessor Boards to the Thames Valley District School Board effective 1997 December 31, including secondary Teachers on leaves of absence or on exchange as of that date. It is the intent that those articles ensure that all secondary Teachers employed by the predecessor school boards at the time of amalgamation will retain at least the years of seniority that they had accumulated up to 1997 December 31. The purpose of the calculations in [Articles L26.02](#) to [L26.05](#) inclusive is to ensure that no Teacher has fewer years of seniority than they would have had, had they been employed by one of the four

boards that have formed the Thames Valley District School Board, other than the one by which they were employed on 1997 December 31. It is an attempt to harmonize the method of calculating seniority for all Teachers.

- 26.02 For the purposes of Article L26, the following definitions apply:
- (a) Predecessor Board - shall mean the employing board (Elgin, London, Middlesex or Oxford) on 1997 December 31.
 - (b) Contract - shall mean a permanent or probationary contract.
 - (c) Time under contract - shall mean the time in years that a Teacher is employed under a permanent or probationary contract of any FTE equivalence (assumes no pro-rating). Part-time teaching experience while a Teacher is under contract with Thames Valley District School Board (or the predecessor Board) shall be considered as equal to the amount of time under contract that would have accumulated had the Teacher been employed on a full-time basis. For seniority purposes only, part-time teaching means part-year teaching while under contract or part-time teaching all year while under contract.
 - (d) Teaching Time - shall mean the sum total of all FTE equivalent placements (assumes pro-rating).
- L26.03 For Teachers on secondary contract with a predecessor Board on 1997 December 31 including secondary Teachers on leaves of absence or on exchange as of that date, seniority shall be determined as:
- a. total time under a contract with the predecessor Board plus,
 - b. total time under a contract with an Ontario School Board other than the predecessor Board, multiplied by a factor of one-half (0.5), plus
 - c. continuous time under a secondary contract with the Thames Valley District School Board.
- L26.04 For [Article L26.03](#) (a) and (b), all contracts for the first year of teaching are assumed to have begun on September 01.
- L26.05 For [Article L26.03](#) (a) and (b), the first full school year on unpaid leave of absence shall be credited as one (1) year for seniority purposes. Additional full school year unpaid leaves of absence shall not receive credit for seniority purposes.
- L26.06 For Teachers hired after 1997 December 31 but before 1998 September 01, seniority shall be determined as:
- (a) total time under a secondary contract with the most recent employer if it is one of Elgin, Oxford, Middlesex or London Boards of Education, plus

- (b) total time under a secondary contract with Elgin, Oxford, Middlesex and London Boards of Education other than the most recent employer, multiplied by a factor of one-half (0.5), plus
- (c) total time under a secondary contract from the date of last appointment with the Thames Valley District School Board.

L26.07 For Teachers hired on contract for work commencing 1998 September 01, seniority shall be determined as time under a secondary contract from the date of last appointment with the Thames Valley District School Board.

L26.08 As of 1998 January 01, approved absences including layoff with recall rights will be considered time under contract.

Tie Breakers

L26.09 If seniority is identical on 1997 December 31, or under [Articles L26.06](#) or [L26.07](#), the following tie breakers shall be used in order:

- (a) total time under secondary contract with the Thames Valley District School Board and Elgin, Oxford, London and Middlesex,
- (b) total FTE equivalent secondary teaching time in the Thames Valley District School Board and Elgin, Oxford, London and Middlesex,
- (c) total time under contract in Ontario,
- (d) by lot in a manner to be determined by the Board and Union.

L26.10 The seniority rights of a Teacher shall cease for any one (1) of the following reasons:

- (a) the Teacher resigns,
- (b) the Teacher retires,
- (c) the Teacher is discharged for cause and such discharge is not reversed through the grievance/arbitration process,
- (d) the Teacher ceases to be employed under a secondary contract,
- (e) the Teacher is terminated under [Article L4.05](#).

Seniority List

L26.11 By November 30 of each year, the Board shall prepare and publish in the Employee Portal a seniority list updated to September 01 of the current year. By April 1 of each year, the Board shall prepare and publish in the Employee Portal an updated seniority list of the current year. The seniority list shall list Teachers from the most senior to the

least senior according to the seniority as determined in [Articles L26.01 to L26.10](#). The list shall be posted in three formats, sorted by rank, sorted by alpha, and sorted by worksite.

- L26.12 The list shall include the name and location of each Teacher and shall show separately each determinant used in calculating seniority as defined in [Articles L26.01 to L26.10](#).
- L26.13 The Union shall also be provided with a copy of such a list.
- L26.14 A Teacher's placement on the seniority list must be verified by the Teacher each year before the final seniority list is published. Errors in the calculation of a Teacher's seniority shall be brought to the attention of the Board and the Union by the Teacher within thirty (30) working days of posting or the list shall be deemed correct.
- L26.15 This list shall apply to all permanent and probationary contract Teachers.

ARTICLE L27.00 - SECONDARY STAFFING COMMITTEE

- L27.01 A Secondary Staffing Committee, composed of two (2) Superintendents or designates, one (1) of whom shall be the voting Chairperson, two (2) Principals, and four (4) members of OSSTF District 11, shall be established by February 15 of each school year.
- L27.02 The Committee shall provide input to Senior Administration on the following matters no later than April 07 unless the date on which Funding Formula information from the Ministry of Education and Training is released is such that the task can not be completed. The Committee shall be provided with a copy of the Secondary Enrolment report submitted by each school by April 07 of each school year.
- (a) Projected F.T.E. Enrolment for the following school year in accordance with relevant Ministry of Education and Training grant calculation guidelines and Average Daily Enrolment calculation dates and Board projected enrolment data.
 - (b) Total Complement of OSSTF Teachers, excluding Learning Co-ordinators, Continuing Education Teachers and Occasional Teachers, to be assigned to the secondary panel for the following school year in accordance with the funds provided for secondary Teachers under the Ministry of Education and Training's Funding Formula and the Agreement.
 - (c) Number of eligible courses that secondary classroom Teachers are assigned in accordance with the Education Act, any applicable Regulation and the Agreement.
 - (d) Achievement of the Average Class Size provision in accordance with the Education Act and any applicable Regulation.
 - (e) Allocation of OSSTF Teachers to each Secondary School and other worksites, recognizing the unique needs of individual schools, such that the total staff allocated including any holdback, equals the total number generated.

- (f) The Committee shall receive by April 30, the names of all Teachers declared surplus to their schools.
- (g) The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared surplus and render a final and binding decision on the surplus status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Superintendent of Human Resources shall render a final and binding decision which is neither grievable nor arbitrable.
- (h) The Committee shall receive by May 31 the names of all Teachers declared redundant to the system.
- (i) The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared redundant and render a final and binding decision on the redundant status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Superintendent of Human Resources shall render a final and binding decision. The decision of the Superintendent is subject to the grievance/arbitration process.
- (j) The Committee shall be provided with a copy of each Teacher's timetable for the school year by September 30, and for semester 2 by February 28.
- (k) The Committee shall review the distribution of assigned time to teaching staff within each school once a semester and provide input to the Senior Administration on such distribution.
- (l) The Committee may provide input to the Senior Administration on the procedures for secondary staffing.
- (m) Should the Committee receive a request to review an allocation, the Senior Administration shall take the necessary actions to implement any recommendations agreed to by the Committee that arise from the review.

ARTICLE L28.00 - IN-SCHOOL STAFFING COMMITTEE

- L28.01 An In-School Staffing Committee, composed of the Principal, one (1) Vice Principal and two (2) Union representatives, shall be established in each school for the school year. OSSTF District 11 shall advise each Principal of the names of the two (2) Union representatives for their school for the school year by September 15. Where a school does not have a Vice-Principal, there shall only be one (1) Union representative.
- L28.02 The Committee will meet regularly and report to the Teaching staff when it is appropriate to do so.

- L28.03 In addition, the Committee shall:
- (a) Prior to April 25, review any potential surplus Teacher declarations and provide input to the Principal before the Principal declares any Teacher surplus to the school.
 - (b) Prior to April 25, provide input to the Principal on school program needs before the Principal declares vacant positions in the school.
 - (c) Provide input to Principal regarding the allocation of instructional time to each Teacher. The following list shall be considered in making allocations: school needs, qualifications, equity of workload, teacher preferences, number of preparations and seniority.
 - (d) For staffing matters other than those addressed in Article [L28.05](#) that arise during the school year, provide input to the Principal or Secondary Staffing Committee, as appropriate.
 - (e) Provide school input on decisions arising from recommendations of the Secondary Staffing Committee and/or to the Secondary Staffing Committee.
- L28.04 Nothing in [Articles L28.01](#) to L28.04 inclusive precludes the Principal from seeking input from department heads, individually or as a group of department heads, on the staffing needs of the school.
- L28.05 For staffing purposes, a Teacher on a leave of absence of one (1) school year or less shall be considered to be on the staff of the school at which they last taught. Time spent on the statutory leave period of a pregnancy, parental or adoption leave, or on Extended Parental Leave under [Article L14.12](#) shall not count as part of the one (1) year leave of absence referred to above.
- L28.06 For staffing purposes, a Teacher who transferred to replace a Teacher on a one (1) school year leave of absence shall be considered as part of the staff of their previous school in the subsequent year.
- L28.07 For staffing purposes, a Teacher returning from a reciprocal transfer shall be considered as part of the staff of the school of which they were a member immediately prior to the transfer.
- L28.08 For staffing purposes, Teachers who have been on an approved absence from work for personal illness or injury, for less than (24) months or if on approved LTD/WSIB, prior to change of definition status, shall be considered to be on the staff at the school at which they last taught.
- L28.10 Prior to April 15 of each year, the Union and the Board shall conduct a joint in-service session for all OSSTF branch presidents or designates and Administrators regarding the staffing process and staffing provisions for the following school year as described in the relevant articles in the Collective Agreement. The in-service shall include, but not be

limited to, the provisions of [Article L19](#), [Article L28](#), [Article L29](#), [Article L30](#), [Article L31](#), [Article L32](#).

School Supervision Model

- L28.11 The Principal, in consultation with the OSSTF members of the In-School Staffing Committee, shall:
- L28.11.01 Develop a complete list of the areas which will require assigned timetabled teacher instruction time supervision based on the provisions of [Article L18](#) and [L19](#).
- L28.11.02 Develop a supervision plan, the components of which shall include:
- (a) the amount of the supervision planned according to each of the elements of the list in Article L28.11.01
 - (b) the composition of the group of Teachers assigned to provide the level of supervision planned for each of the elements of the list in Article L28.11.01
 - (c) the school timetable format under which the supervision will occur.
- L28.11.03 Prepare and submit supervision schedules based on the supervision plan developed in Article L28.11.02 to the Secondary Staffing Committee for the purposes of:
- (a) providing information to those responsible for implementing and maintaining the terms of the Agreement,
 - (b) reducing the complexity of the task of providing appropriate advice to Administrators and Teachers who are implementing the plans or who have questions about the plans,
 - (c) offering an opportunity for input and amendment to the schedule based on a system and Collective Agreement perspective as provided by the members of the Secondary Staffing Committee prior to the implementation of the plan.
- L28.11.04 School supervision schedules for semester one must be submitted to the Secondary Staffing Committee by October 01 for confirmation. Semester two schedules must be submitted by March 01 for confirmation.

ARTICLE L29.00 - TRANSFERS

Alternative Education and W.D. Sutton

- L29.01 When a Secondary Teacher vacancy exists within Alternative Education or W.D. Sutton, the site location will be included in the job posting.

L29.02 Where there is a demonstrated need to transfer a Teacher to a different work location:

- i) The Principal will endeavour to minimize the impact on all Teachers within Alternative Education or W.D. Sutton and minimize any increase in commuting distances for affected Teachers.
- ii) The Principal will meet with the affected Teacher(s) to discuss the transfer.
- iii) Following the meeting(s) described in 2, the Principal, the Union and the Superintendent of Human Resources will meet to review the proposed transfer(s).

In addition to the process outlined above, changes to work locations of Teachers within Alternative Education or within W.D. Sutton can occur with the mutual agreement of all affected Teachers.

Reciprocal Transfers

L29.03 Teachers who wish to be considered for a reciprocal transfer with another Teacher for September 01 shall apply on the Reciprocal Transfer Form to the Superintendent of Education with secondary school staffing responsibilities by February 15 so that their names can be included on the System Reciprocal Transfer List.

L29.04 Applicants for reciprocal transfers shall specify the specific school(s), grade(s) and/or subject area(s) to which they wish to transfer as well as indicate the current position held, their qualifications and any qualifications required for the current position held.

L29.05 The system list of all Teachers requesting a reciprocal transfer shall be posted in all secondary schools and workplaces by March 01.

L29.06 The purpose of the System Reciprocal Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Reciprocal Transfer List to discuss the feasibility of a reciprocal transfer in accordance with Article L29.06.

L29.07 Reciprocal transfers shall receive priority consideration insofar as possible during the staffing process.

L29.08 Each pair of Teachers and their receiving Principals shall agree to the reciprocal transfer before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently on the "under review" or similar process or currently teaching on a Letter of Permission. A Teacher may not enter into a reciprocal transfer if that Teacher is unqualified for the position sought.

The parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing of their agreement on the reciprocal transfer proposal. Written approval will be provided by the Superintendent of Student Achievement with secondary school staffing responsibilities to the Teachers and

Principals with a copy forwarded to the Human Resources. Once the reciprocal transfer is confirmed the Teachers shall complete the reciprocal transfer, subject to Article L29.08.

- L29.09
- (a) Should a proposed reciprocal transfer be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.
 - (b) A Teacher wishing to appeal the decision to deny a requested reciprocal transfer shall request a meeting with the Principal responsible for the denial and a Union representative to discuss the rationale for the decision and attempt to resolve the matter.
 - (c) Should the matter not be resolved to the Teacher's satisfaction in the meeting as specified in Article L29.09 (b), the Teacher may request an additional meeting with the Principal responsible for the denial, a Union representative and the Superintendent of Human Resources in an attempt to resolve the matter. The decision of the Superintendent shall be final.
- L29.10
- Any previously arranged reciprocal transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.
- L29.11
- If a Teacher involved in a reciprocal transfer arrangement accepts a promotion, resigns, retires or experiences a change in employment status after the transfer has taken effect, the reciprocal transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of Articles [L29.12](#), [L29.13](#), [L29.14](#), [L29.15](#), [L29.16](#), whichever are applicable, shall apply for the remaining partner.
- L29.12
- At the end of the first school year, the pair of Teachers shall return to their original schools if:
- (a) they have not had their reciprocal transfers made permanent in accordance with Article [L29.13](#); or
 - (b) they have not received an extension in accordance with Article [L29.14](#).
- L29.13
- A reciprocal transfer may be made permanent during the first year of the reciprocal transfer if the pair of Teachers and the Principals agree. The Parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the first year of the reciprocal transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Student Achievement to the Teachers and the Principals with a copy forwarded to Human Resources.
- L29.14
- A reciprocal transfer may be extended for a second year if the pair of Teachers and their Principals agree. The parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of

the first year of the reciprocal transfer of their desire to extend the transfer. Written approval will be provided by the Superintendent of Student Achievement with secondary school staffing responsibilities to the Teachers and the Principals with a copy forwarded to Human Resources.

- L29.15 At the end of the second year, the pair of Teachers shall either return to their original schools or, with the agreement of the receiving Principals, have their transfers made permanent in accordance with Article L29.16
- L29.16 The Teachers shall advise the respective Principals and the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the second year of the reciprocal transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Student Achievement to the Teachers and the Principals with a copy forwarded to Human Resources.
- L29.17 At the conclusion of a reciprocal transfer, a Teacher may apply for another reciprocal transfer or a regular Teacher Initiated Transfer.

Cross-Panel Transfers

- L29.18 Cross-panel transfers are reciprocal transfers between a Teacher from the secondary panel and a Teacher from the elementary panel. Teachers who undertake a cross-panel transfer to the elementary panel shall continue to receive salary and benefits, pay union dues and assessments, and accumulate seniority in accordance with the provisions of the Agreement. Working conditions will be established in the collective agreement between the Thames Valley District School Board and the Elementary Teachers' Federation of Ontario - Thames Valley Local.

NOTE: OTF bylaws preclude a cross-panel transfer from extending beyond two (2) school years.

- L29.19 Teachers who wish to be considered for a cross-panel transfer with another Teacher for September 01 shall apply on the Cross-Panel Transfer Form to the Superintendent of Student Achievement with secondary school staffing responsibilities by February 15 so that their names can be included on the System Cross-Panel Transfer List.
- L29.20 Applicants for cross-panel transfers shall specify the specific school(s), grade(s) and/or subject area(s) to which they wish to transfer as well as indicate the current position held, their qualifications and any qualifications required for the current position held.
- L29.21 The system list of all Teachers requesting a cross-panel transfer shall be posted in all secondary schools and workplaces by May 01.

- L29.22 The purpose of the System Cross-Panel Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Cross-Panel Transfer List to discuss the feasibility of a cross-panel transfer in accordance with Article L29.22.
- L29.23 Cross-panel transfers shall receive priority consideration insofar as possible during the staffing process.
- L29.24 Each pair of Teachers and their receiving Principals shall agree to the cross-panel transfer before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently on the "under review" or similar process or currently teaching on a Letter of Permission. A Teacher may not enter into a cross-panel transfer if that Teacher is unqualified for the position sought. The parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing of their agreement on the cross-panel transfer proposal. Written approval will be provided by the Superintendent of Student Achievement with secondary school staffing responsibilities to the Teachers and Principals with a copy forwarded to Human Resources. Once the cross-panel transfer is confirmed the Teachers shall complete the cross-panel transfer, subject to Article L29.24
- L29.25
- (a) Should a proposed cross-panel transfer be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.
 - (b) A Teacher wishing to appeal the decision to deny a requested cross-panel transfer shall request a meeting with the Principal responsible for the denial and a Union representative to discuss the rationale for the decision and attempt to resolve the matter.
 - (c) Should the matter not be resolved to the Teacher's satisfaction in the meeting as specified in Article L29.25 (b), the Teacher may request an additional meeting with the Principal responsible for the denial, a Union representative and the Superintendent of Human Resources in an attempt to resolve the matter. The decision of the Superintendent shall be final.
- L29.26 Any previously arranged cross-panel transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.
- L29.27 If a Teacher involved in a cross-panel transfer arrangement accepts a promotion, resigns, retires or experiences a change in employment status after the transfer has taken effect, the cross-panel transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of Articles [L29.28](#), [L29.29](#), [L29.30](#), [L29.31](#), [L29.32](#), whichever are applicable, shall apply for the remaining partner.

- L29.28 At the end of the first school year, the pair of Teachers shall return to their original schools if:
- (a) they have not had their cross-panel transfers made permanent in accordance with Article [L29.29](#); or
 - (b) they have not received an extension in accordance with Article [L29.30](#).
- L29.29 A cross-panel transfer may be made permanent during the first year of the cross-panel transfer if the pair of Teachers and the Principals agree. The Parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the first year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Student Achievement to the Teachers and the Principals with a copy forwarded to the Human Resources. Teachers who have a cross-panel transfer made permanent will be subject to the seniority provisions of the Collective Agreement for the panel to which they transfer.
- L29.30 A cross-panel transfer may be extended for a second year if the pair of Teachers and their Principals agree. The parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the first year of the cross-panel transfer of their desire to extend the transfer. Written approval will be provided by the Superintendent of Student Achievement with secondary school staffing responsibilities to the Teachers and the Principals with a copy forwarded to Human Resources.
- L29.31 At the end of the second year, the pair of Teachers shall either return to their original schools or, with the agreement of the receiving Principals, have their transfers made permanent in accordance with Article L29.32.
- L29.32 The Teachers shall advise the respective Principals and the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the second year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Student Achievement to the Teachers and the Principals with a copy forwarded to the Human Resources. Teachers who have a cross-panel transfer made permanent will be subject to the seniority provisions of the Collective Agreement for the panel to which they transfer.
- L29.33 At the conclusion of a cross-panel transfer, a Teacher may apply for a reciprocal transfer or a regular Teacher Initiated Transfer. After a return to the Teacher's panel of a least one (1) year, the Teacher may apply for another cross-panel transfer.

Administrative Transfers

- L29.34 Under special circumstances, administration may transfer a Teacher, in accordance with the Administrative Transfer Procedures for Secondary Teachers, to another secondary school after consultation with the Teacher, the Teacher's current Principal, the receiving Principal and the Union.
- Administration will review these Administrative Transfer Procedures with the Union annually.
- L29.35 An administrative transfer will normally not increase the distance traveled by the Teacher from the original residence to the new school by more than forty (40) km.
- L29.36 Administrative transfers shall be effected first in the staffing process.
- L29.37 Any transfers resulting from the application of [Article L30](#) (Surplus), [Article L31](#) (Redundant Teachers), [Article L32](#) (Recall), Articles [L29.03](#) to [L29.17](#) (Reciprocal Transfers), Articles [L29.18](#) to [L29.33](#) (Cross-Panel Transfers), Articles [L29.39](#) to [L29.45](#) (Teacher Initiated Transfers) and [Article L34.01](#) (Increased Time Requests) shall not constitute an Administrative Transfer.
- L29.38 No other Teacher will be declared surplus as a result of an administrative placement.

Teacher Initiated Transfers

- L29.39 Should the allocation of Teachers to schools result in any vacancies, such vacancies shall be posted and made available to all qualified Teachers.
- L29.40 Teachers interested in transferring schools in order to assume a vacant position may do so by submitting a Transfer to Vacancy form to the Principal of the school in which the vacancy exists.
- L29.41 Part-time Teachers who apply for transfer cannot increase their teaching time entitlement solely through the transfer process in the first two rounds of posting.
- L29.42 When a vacancy occurs and there is more than one (1) Teacher interested in transferring to the same school in the same subject area, the Principal will initiate an interview process to select a Teacher for the position. Seniority should be a consideration in the selection for interview.
- L29.43 When there is only one (1) Teacher interested in transfer to a school in a subject area, the Principal will consult with the Teacher to determine the appropriateness of the proposed timetable as compared with the Teacher's qualifications. Subject to the approval of the receiving Principal, the Teacher is expected to accept the offer of transfer.
- L29.44 Under normal circumstances, the transfer process will end after two (2) rounds of posting.

- L29.45 Prior to the second round of posting, by mutual consent Principals may choose to consolidate a Teacher that is shared with two or more locations up to their current FTE entitlement and there is no surplus declarations and there are available vacancies. This will be considered a transfer for the part time teacher as noted in [L29.41](#).
- L29.46 At the end of the second round of posting, Principals may choose to increase entitlement for qualified part time contract teachers within their school.

ARTICLE L30.00 - SURPLUS TEACHERS

Surplus Declarations

- L30.01 Should the number of Teachers on the staff of a school be greater than the number assigned to the school, the Principal will declare the requisite number of Teachers surplus to meet the assigned complement.
- L30.02 Should there be a need for the Principal to make a surplus declaration, qualifications required to address program needs in a school will be based on the Act and Regulations.
- L30.03 Should there be a need for the Principal to make a surplus declaration, the least senior Teacher(s) will be declared surplus providing the program needs of the school can be met. A Teacher will not be declared surplus if to do so would mean that the program needs of the school cannot be met.
- L30.04 The Principal shall meet with each Teacher declared surplus to the school within seven (7) days of surplus lists being reviewed by the Secondary Staffing Committee. The Principal will provide the Teacher with an explanation of the decision, and a letter stating that the Teacher is surplus to the needs of the school. This letter shall include a description of the Teacher's rights under the Collective Agreement as it pertains to transfers and surplus. Such Teachers may be included in the transfer process described in Articles [L29.39](#) to [L29.43](#) inclusive.
- L30.05 The requirement to give written notice for resignation outlined in [Article L7](#) will be waived for Teachers declared surplus until such time as they are placed according to Articles L30.06 to L30.13 inclusive.

Placement of Surplus Teachers

- L30.06 If the Teacher Initiated Transfer procedure of Articles [L29.39](#) to [L29.43](#) inclusive, results in a vacancy at a school that a surplus Teacher from that school has the qualifications to fill, the most senior Teacher with the necessary qualifications will have their surplus declaration withdrawn and the Teacher will be staffed at that school.
- L30.07 Each Teacher who was declared surplus and who remains surplus after the transfer process, shall be given a Request for Transfer form. The Teacher shall complete and return the Request for Transfer form within forty-eight (48) hours. The Principal shall submit the form to the Superintendent of Human Resources within twenty-four (24) hours of receipt of the completed form. The Teacher will be placed on the basis of qualifications and seniority in a school for which they have stated a preference, should

an appropriate vacancy exist, or in the school where there is a vacancy for which they are qualified that is closest to the school from which they were surplus, unless otherwise agreed to by the Teacher.

- L30.08 Teachers who were declared surplus and have been placed at another school shall have the right on the basis of seniority and qualifications to return to positions for which they are qualified which become available at the school from which they were declared surplus. If such positions become available prior to June 10, Teachers opting to exercise their right, will be placed in the school from which they were declared surplus. If such positions become available after June 10 and before December 31, Teachers opting to exercise their right will be placed in the school from which they were declared surplus for second semester if it coincides with the start of second semester in the current school.
- L30.09 If, after all vacancies have been filled, there are still surplus Teachers, the surplus Teacher with the highest seniority will displace the most junior Teacher holding a position that the surplus Teacher is qualified to teach provided that the surplus Teacher has more seniority than the Teacher to be displaced.
- L30.10 Any Teacher displaced by this process shall then be declared surplus by letter from the Principal and the Teacher originally declared surplus will have the surplus declaration withdrawn.
- L30.11 The procedure outlined in Articles [L30.09](#) and [L30.10](#) shall be repeated for every surplus Teacher until it is impossible for any surplus Teacher to displace any other Teacher with lower seniority.
- L30.12 A Learning Co-ordinator or any other Teacher at the Education Centre, Community Education Centre or other board work site whose term expires and is not renewed or whose position no longer exists will be staffed according to the provisions of [Articles L25.02](#) to [L25.06](#) inclusive.
- L30.13 Should the re-assignment referred to in [Article L30.12](#) result in more people holding those positions than there are positions available, the least senior person in terms of time in that position will be re-assigned to the position that person most recently held and the provisions of [Articles L30.01](#) to [L30.05](#) inclusive shall apply.

ARTICLE L31.00 - REDUNDANT TEACHERS

- L31.01 If a surplus Teacher cannot be placed because there are insufficient positions for which the Teacher is qualified, the Teacher shall be declared redundant to the system.
- L31.02 The thirty (30) most senior redundant Teachers will be placed in the Supply Pool. Each Teacher in the Supply Pool will be assigned a home school to which the Teacher is to report unless called to perform the duties of an Occasional Teacher. Unless otherwise agreed, a Teacher in the Supply Pool will be assigned a home school and receive occasional assignments as close to the Teacher's former school as possible. While in the

Supply Pool, a Teacher shall receive the same salary, benefits and increment as would have been received had the Teacher not been declared redundant.

- L31.03 A redundant Teacher not placed in the Supply Pool shall be terminated and receive a letter signed by the Superintendent of Human Resources stating the reason for the termination and the date on which it takes effect. Such Teacher shall be placed, on written request, on the Occasional Teachers List with no guarantee of the number of days of employment. Provided that they have the necessary qualifications such Teachers will normally be given priority when Occasional Teachers are called. Redundant Teachers not in the Supply Pool have the right to purchase employee benefits, at their cost, for one (1) year in accordance with [Article C7.00](#).

ARTICLE L32.00 - RECALL

- L32.01 The right of recall shall apply to full-time and part-time permanent and probationary Teachers and shall extend for two (2) years from the date when the declaration of redundancy took effect. Such Teacher's seniority shall continue to accumulate in accordance with the provisions of Article [L26](#). If no position is found within the two (2) year period, the Teacher's recall, supply pool, seniority rights and all other rights under the Agreement shall cease.
- L32.02 The Board shall maintain, publish and distribute to the Union a recall list of redundant Teachers in order of most senior Teacher to least senior Teacher.
- L32.03 Redundant Teachers must notify the Superintendent of Human Resources or designate electronically no later than March 01 that they wish to remain on the recall list for the following school year.
- L32.04 Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and/or any change of address or phone number.
- L32.05 Teachers on the recall list shall be recalled in the order that their names appear on the recall list established under [Article L32.02](#). Such recall shall be to the Supply Pool or to a vacant teaching position subject to the Teacher being qualified to teach in the subject area in which a vacancy occurs.
- L32.06 The Board shall notify Teachers being recalled in writing electronically and such Teachers shall notify the Board of acceptance no later than five (5) days after receipt of the recall notice. Should a Teacher not accept a recall, the Teacher's recall and seniority rights under the Agreement shall cease and the employment relationship under the Agreement shall be terminated.

ARTICLE L33.00 - BOARD OFFICE OR COMMUNITY EDUCATION CENTRE VACANT OR NEW POSITIONS: ADDED RESPONSIBILITY AND SPECIAL ASSIGNMENT

Definition of Vacancy

- L33.01 Should a decision be made to fill an existing or newly created position of added responsibility or special assignment in the Board Office or Community Education Centre, it shall be posted and filled according to the following criteria provided that Teachers who may fill the positions are covered by the Agreement.
- L33.02 A "vacancy" under Article L33 means an assignment listed in [Article L33.01](#) that is unoccupied because:
- (a) the incumbent has been transferred, promoted, or has resigned; or
 - (b) the incumbent has died; or
 - (c) a new position has been created; or
 - (d) a temporary vacancy exists.

Creation of a New Position

- L33.03 If, in accordance with [Article L33.01](#), a new position of added responsibility or special assignment has been created that could be filled by a Teacher covered by the Agreement, the administration will set the tentative salary and allowance for any such position and proceed with appointing a Teacher to the position. The administration will advise the Union of the duties, responsibilities, qualifications and other relevant information pertaining to the position and shall inform the Union to establish the salary and allowance for the new position.

Posting of Positions

- L33.04 The Board shall post in every school and worksite a notice of all vacancies of positions referred to in [Article L33.01](#) at least five (5) instructional days prior to the closing date for receipt of applications for said position(s). Concurrently a copy of such notice shall be sent to the Union.
- L33.05 All postings shall include the title of the position, a job description, requisite experience if any, qualifications, annual salary and any applicable allowances, effective date and, if it is a temporary vacancy, the probable duration.
- L33.06 Any posting of a position that could be filled by Teachers of either panel, due to the qualifications required for the position, shall apply to both panels.
- L33.07 All applicants for positions covered by this Article shall receive a debriefing, if so requested.
- L33.08 Should the Board be unable to fill a new position or a vacancy that is posted exclusively for secondary panel Teachers from among the Teachers covered by the Agreement the Board may fill the vacancy with a Teacher recruited by means of external advertisement or the Board may choose to re-post internally until the vacancy is filled.

ARTICLE L34.00 - PART-TIME ASSIGNMENTS

Increases in Teaching Entitlement

- L34.01
- (a) At the conclusion of the Teacher Initiated Transfer process as described in Article [L29.39](#) through [L29.43](#), [L36.02](#), and the Placement of Surplus Teachers procedure as described in [Article L30.06](#) through [L30.13](#) if applicable, remaining vacancies shall be posted and made available to those Teachers who wish to be considered for an increase in teaching entitlement for the next semester or the next school year.
 - (b) Teachers interested in increasing their teaching entitlement may do so by applying to the Principal of the school in which the posted vacancy exists.
 - (c) The posting and application process described in Article L34.01 (a) and L34.01 (b) shall be completed prior to external hiring for either semester two or for the next school year.

Temporary Decreases in Assignment

- L34.02
- (a) A Teacher who, on or prior to March 15, requests a part-time leave commencing the following school year shall have the request granted provided that the program needs of the school can be met. Requests received after March 15 may be granted at the discretion of the employer.
 - (b) A Teacher who requests and is granted a part-time leave for a school year will return to their previous assignment at the end of the leave period.
 - (c) A Teacher may apply on or prior to March 15 for an extension of the Teacher's part-time leave for the following school year and such extension shall be granted provided the program needs of the school can be met. Requests received after March 15 may be granted at the discretion of the employer.
 - (d) On return to their previous assignment, the Teacher shall be staffed in their current school in accordance with the staffing provisions of the Agreement.

Salary and Allowances, Benefits, Sick Leave and Preparation Time

- L34.03 A Teacher on a part-time assignment shall:
- (a) be paid in accordance with the provisions of Article [L9](#) (Salary and Allowances); and
 - (b) receive the Board's portion of the cost of benefits as set forth in Article [C7.00](#); and
 - (c) be credited with the number of full school days of sick leave in accordance with the provisions of [Article C9.00](#) (Sick Leave)
- all in the same ratio as the part-time employment bears to full-time employment.
- L34.03.1 Allowances under [L9.03](#) to [L9.08](#) shall not be pro-rated based on FTE.

Seniority

- L34.04 For purposes of seniority, a Teacher on part-time assignment shall be deemed to be on full-time assignment.

Scheduling of Assignments

- L34.05 The assigned duties of a Teacher on a part-time assignment shall be scheduled, whenever feasible, consecutively during the part of the working day which the Teacher has requested to teach.

ARTICLE L35.00 - SECONDMENTS

- L35.01 Teachers covered by the Agreement may not be seconded to positions with the Thames Valley District School Board.
- L35.02 Teachers accepting secondment positions shall be paid salary and benefits in accordance with the provisions of the Agreement and retain the rights of any other relevant sections of the Agreement that are not in conflict with the working conditions of the seconding employer.
- L35.03 Seconded Teachers shall receive salaries and benefits during the term of the secondment in accordance with the provisions of the Agreement provided that the Teacher complies with the agreed upon conditions of the secondment.
- L35.04 Approval of a secondment request is at the sole discretion of the Board.
- L35.05 A secondment leave of absence for one (1) year to commence September 01 may be granted by the Superintendent of Human Resources or designate, upon written request of a Teacher. A copy of the request must have been submitted to the Principal prior to being sent to the Superintendent of Human Resources or designate.
- The Teacher may request an extension of the secondment leave by March 15 of each year of leave for a maximum of three (3) additional years.
- L35.06 Secondments are to start September 01. Secondment requests at other times during the year may only be granted at the sole discretion of the Board, for exceptional circumstances.
- L35.07 A Teacher returning from a secondment leave of one (1) school year or less shall be placed at the school from which they took the leave, subject to seniority and qualifications.

A Teacher returning from a secondment leave greater than one (1) school year will be returned to the staff list of their previous school for the purposes of tracking staff during the staffing process. If there is no vacancy for which the Teacher is qualified, the Teacher will be declared surplus to the school, regardless of seniority.

ARTICLE L36.00 - DEDUCTION AND REMITTANCE OF UNION DUES

- L36.01 For each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any levies 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 notification shall be forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- L36.02 The OSSTF dues deducted under [Article L36.01](#) shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittances shall be accompanied by a list identifying the employees, their TVDSB employee numbers, annual salary, salary for the period, and the amounts deducted.
- L36.03 Levies specified by the Bargaining Unit in [Article L36.01](#) shall be deducted and remitted to the Treasurer of OSSTF District 11, at the District Office no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their TVDSB employee numbers, annual salary, salary for the period, and the amounts deducted.
- L36.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

Federation Levy

- L36.05 The Bargaining Unit shall provide the Board with a copy of the motion(s) passed at a general meeting of District 11 authorizing the Board to deduct from the payroll of all members of District 11 such amount(s) as are authorized by motion. Such amount(s) shall be in the form of a one-time per year levy or a fixed percentage or dollar amount to be deducted on each pay date as set forth in the Agreement. The Board agrees to make such a deduction on the date(s) requested provided the Union motions are received by the Board at least thirty (30) days prior to the date of expected implementation. The Board shall forward the amounts so deducted to the Treasurer of the Branch Affiliate not later than the last teaching day of the month following the deduction.

Employment Insurance Rebate

- L36.06 The Board shall return to the Bargaining Unit the Federal Employment Premium Rebates to which the individual Bargaining Union members are entitled:
- (a) by March 31 for the period September 01 to February 28/29 and
 - (b) by September 30 for the period March 01 to August 31.

- L36.07 In returning these monies to the Bargaining Unit, the Bargaining Unit holds the Board harmless with respect to any individual grievances filed by a member of the Bargaining Unit with respect to these funds.

ARTICLE L37.00 - BARGAINING UNIT LEAVE

Bargaining Unit Officers - OSSTF, District 11

- L37.01 The President of the Bargaining Unit and four (4) Bargaining Unit Officers shall be entitled to a full-time leave from classroom duties for a two (2) year term.
- L37.02 The Board and the Union may agree to the full-time release from classroom duties of up to three (3) additional Bargaining Unit Officers.
- L37.03 The Officers referred to in [Articles L37.01](#) and [L37.02](#) shall be paid by the Board and shall experience no loss of salary, allowances or benefits while on leave. The Bargaining Unit will reimburse the Board the cost of benefits and any additional allowance paid to the Officers and President.
- L37.04 The Bargaining Unit shall reimburse the Board the replacement cost of those employees on Bargaining Unit leave at a rate of Category 3, Step 0.
- L37.05 Bargaining Unit Officers shall be entitled to have their leave renewed.
- L37.06 Bargaining Unit Officers shall have the same rights of return as Learning Coordinators under [Articles L25.02](#) to [L25.05](#).
- L37.07 Teachers released from their teaching duties for daily leaves for Bargaining Unit business shall be replaced by Occasional Teachers during their absence.
- L37.08 The Bargaining Unit will reimburse the Board for the cost of Occasional Supply Teachers for daily leaves for Bargaining Unit business.
- L37.09 Identification and notification of Officers to be released in accordance with this article shall be made to the Superintendent of Human Resources or designate by April 15 of each year for Semester 1 release or by November 30 for Semester 2 release.

ARTICLE L38.00 - LABOUR MANAGEMENT MEETINGS

- L38.01 Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings during the school year, and at other times as required.

ARTICLE L39.00 - CORRESPONDENCE

- L39.01 All correspondence between the Parties arising out of the Agreement shall pass to and from the Superintendent of Human Resources or designate and the President of the Union or designate.

ARTICLE L40.00 - COPIES OF THE COLLECTIVE AGREEMENT

- L40.01 The Board agrees to post the Collective Agreement on its internal site within forty-five (45) days of the signing of the Agreement. The Board agrees to provide the Union with 100 copies of the agreement at shared cost, for which the Union will distribute.

ARTICLE L41.00 - ACCESS TO BOARD INFORMATION

Retirement and Resignation List

- L41.01 The Board shall provide to the Union electronic copies of any agendas, minutes and support documents that are available to the public prior to all public Board meetings and public committee meetings.
- L41.02 The Board shall provide the Union with the following information:
- (a) by February 15 a scattergram showing the number of Teachers at each position on the salary grid effective January 31,
 - (b) by October 31 a list of Teachers eligible for each predecessor Board retirement gratuity,
 - (c) by November 15 a copy of the seniority list in accordance with [Article L26](#),
 - (d) within a reasonable length of time, after submission to the Ministry, the Board will provide to the Union President, or designate, year-end financial statements, revised estimates, and budget documents. It is recognized that these documents may be subject to change pending Ministry approval.
 - (e) By September 30 and February 28, a list of new hires indicating their date of hire, full time equivalency, and work location
 - (f) By April 15, a list of all department heads and assistant heads who have requested a temporary withdrawal under [Article L25.29](#), indicating their work location and subject area,
 - (g) Results of postings (including Positions of Responsibility and Teacher initiated Transfers) and for unfilled vacancies, names of all applicants.
- L41.03 The Board shall provide the Union with a list of Teachers covered by the Agreement, including their Full-Time Equivalency, addresses and telephone numbers subject to the Board receiving sufficient governmental authority for release of such information under the prevailing Freedom of Information and Protection of Privacy Legislation by October

31 of each school year. Updates of amendments shall be provided by March 31 of each school year or as otherwise requested.

- L41.04 The Board shall provide the Union with a list of all Teachers currently on a Leave of Absence of one (1) year or more, Secondment, LTD or who have recall rights, by October 31. The list shall include any entitlements the unplaced Teacher may have.
- L41.05 The Union shall indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of providing to the Union the information stipulated by Articles [L41.01](#), [L41.03](#) and [L41.04](#)

ARTICLE L42.00 - PERSONAL INFORMATION

Documents Respecting Performance, Conduct or Discipline

- L42.01 Copies of any document respecting the performance, conduct or discipline of a Teacher shall be given to the Teacher.

Signature Not Approval

- L42.02 The signature of a Teacher on any document respecting the performance, conduct or discipline of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

Records Management and Access to Personnel File

- L42.03 The primary non-medical personnel file respecting a Teacher shall be maintained in Human Resources of the Board, recognizing that certain non-medical personnel material may be situated at the Teacher's school or workplace. Only material maintained in the primary file may be used or referenced in any matter involving Teacher discipline or performance. Material in such a file shall be available to the Teacher for inspection in the presence of appropriate Board personnel at a mutually agreeable time during regular working hours.
- L42.04 A Teacher shall be provided with a copy of all materials contained in their personnel file when so requested. Teachers shall receive copies of any materials placed in their personnel and school or workplace files which shall normally occur within five (5) school days of the material being filed. Additional copies shall be made available to the Teacher upon request where the Teacher has misplaced their material.
- L42.05 Where a Teacher authorizes in writing access to their personnel and school or workplace files by a Union Representative acting on the Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.
- L42.06 Upon the permanent transfer of a Teacher from a school or workplace, the Teacher's Certificate of Registration, Certificate of Qualification, employee number, data required for completing Ministry of Education and Training reports and all Board initiated documents in the school or workplace personnel file related to performance, conduct or discipline shall be forwarded to the Teacher's new school or workplace. All other

information in the school or workplace file shall be returned to the Teacher or transferred to the Teacher's new school or workplace at the Teacher's discretion.

Disputed Contents of Personnel File

L42.07 A Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end the Teacher may provide to the Board written notice of the dispute which sets forth the Teacher's opinion of the error or inaccuracy.

L42.08 If a Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of [Article L42.09](#).

Where the Board amends such information per the above, the Board shall at the request of the Teacher attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to be Removed

L42.09 Disciplinary material shall be removed from a Teacher's personnel file after two (2) discipline free years where no follow-up difficulty has occurred during the two (2) year period unless the Associate Director, Organizational Support Services determines, at the time of issuance, that the discipline was for serious misconduct.

Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

Medical Information

L42.10 The Board shall keep any medical information in separate files in a secure location and in a completely confidential manner. Access to such records and information shall be confidential and strictly limited to the Board's Abilities and Wellness staff. No Information from a Teacher's medical record shall be given to any person or party unless the Teacher has provided written consent.

A Teacher may request copies of information contained in their non occupational medical record. Such a request will be submitted in writing to the Abilities and Wellness Specialist. An appointment to review the record will be made within five (5) working days from receipt of the letter. The Teacher will be provided with photocopies of any medical information requested from the record.

A Teacher may request copies of information contained in their occupation medical record by sending the request directly to Workplace Safety and Insurance Board.

ARTICLE L43.00 - GRIEVANCE AND ARBITRATION PROCEDURE

Informal Discussion

L43.01 A Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement shall discuss the complaint with the Principal or immediate Supervisor in cases where there is no Principal. Such a complaint shall be brought to the attention of the Principal or immediate Supervisor within twenty (20) days after the Teacher becomes aware or should have been reasonably expected to be aware of the circumstances giving rise to the complaint. The Principal or immediate Supervisor shall meet with the Teacher and the Branch President within ten (10) days of the complaint. The Principal or immediate Supervisor shall respond to the Teacher within five (5) days of the meeting. If the Teacher is not in agreement with the decision of the Principal or immediate Supervisor, the Union may submit a formal grievance on behalf of the Teacher at Step One. Nothing precludes a discussion taking place between the Union and a Board representative.

Step One

Failing resolution of the complaint by informal discussion, a grievance may be submitted by the Union on behalf of the Teacher(s) as provided for herein. The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought. The grievance, signed by the President of the Bargaining Unit or designate, shall be sent to the Superintendent of Student Achievement, Human Resources or designate within twenty (20) days of the Union becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed. The Superintendent of Student Achievement, Human Resources or designate will meet jointly with the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Superintendent of Student Achievement, Human Resources or designate shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Superintendent of Human Resources. The Superintendent of Human Resources or designate shall meet with the Union Representative(s) within ten (10) days of receipt of the written request. The Superintendent of Human Resources or designate shall respond to the grievance in writing within fifteen (15) days of the meeting.

Step Three

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response.

L43.02 (a) Arbitration
When either party requests that a grievance be submitted to a single Arbitrator, the

request shall be conveyed in writing to the other party to the Agreement. The parties will attempt to come to an agreement on selection of an Arbitrator. If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

(b) Board of Arbitration

When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the Arbitration Board, the other Party may request the Minister of Labour to appoint such a nominee.

(c) Decision of the Arbitrator

An Arbitrator or Board of Arbitration shall endeavour to give a decision, including one on whether a matter is arbitrable, within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employee or employees affected by it.

(d) Powers of the Board

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

L43.03 The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

Discharge Grievance

L43.04 Where a Teacher has received a termination notice, the Teacher may file a grievance at Step One within ten (10) days of written notice of termination.

Group/Policy Grievance

L43.05 The Union shall have the right to file a Group Grievance on behalf of two (2) or more Teachers based on a dispute arising out of the application, administration, interpretation, or alleged violation of the Agreement at Step One with the wording modified as appropriate.

L43.06 The Union and the Board shall have the right to file a Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the wording modified as appropriate.

General Guidelines

- L43.07 "Days" shall mean instructional days.
- L43.08 Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. Local grievance timelines shall be suspended on Central matters that are referred by either part, to their Central Bargaining Agent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.
- L43.09 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.
- L43.10 If the party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.
- L43.11 At any time of the grievance/arbitration procedure either or both parties may be represented by legal counsel so long as notification of the use of legal counsel at Step One has been submitted to the other party at least one (1) week prior to any meeting, or such shorter time as the parties agree.

Grievance Mediation

- L43.12 Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.

Grievance Definition

- L43.13 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision, or condition of the Agreement, including the question of whether a matter is arbitrable.

(See also Central [Article C5.00](#) for Grievance Process)

ARTICLE L44.00 - DEFINITIONS

- L44.01 Teacher means a member of the Ontario Secondary School Teachers' Federation who is employed by the Board as a permanent or probationary full-time or part-time Teacher with respect to those teaching duties or other work that is not related to the Teacher's employment as an Occasional Teacher, a Continuing Education Teacher, or a Continuing Education Instructor.
- L44.02 Part-time Teacher shall mean a Teacher that is employed for less than a 1.0 F.T.E. position with the Board.

- L44.03 Surplus Teacher is a Teacher for whom, due to the program needs of the school and the Teacher's seniority and qualifications as established by Regulation, there is no assignment available in that Teacher's current school.
- L44.04 Redundant Teacher is a Teacher for whom, due to the program needs of the system and the Teacher's seniority and qualifications as established by Regulation, there is no assignment available in the secondary panel.
- L44.05 Teacher's terms and conditions are covered by the Collective Agreement. Occasional Teachers' terms and conditions are covered by Appendix E to the Agreement. Continuing Education Teachers' terms and conditions are covered by Appendix F to the Agreement.

(See also Central [Article C3.00](#) for Definitions)

Letter of Agreement A

Learning Conference

The Board shall endeavour to offer one Learning Conference per school year on a Professional Activity Day of the Board's choosing. The learning Conference will be a minimum of one-half day to a maximum of a full day pending Ministry direction for professional learning. The Learning Conference is intended to provide opportunity for Teachers to learn from and work with each other.

Letter of Agreement B

Mark Reporting

During the first quarter of the semester, for students who have been identified as at-risk, Teachers will continue to use their professional judgement to determine the best method of communication to students, parents/guardians/caregivers, Principals, and Student Success Teachers. There should be flexibility when this occurs, but it must be completed no later than the last day of the sixth week of the semester.

For the mid-term and final, teachers will upload marks, learning skills, and comments, following the Ontario Provincial Report card requirements.

For the three-quarter report, teachers shall upload marks for all students. No learning skills or comments are required.

Letter of Agreement C

Evaluation Period

The final evaluation period will consist of five (5) days at the end of semester two, for the purposes of assessment, evaluation, and feedback.

This LOU will expire August 30, 2026.

Letter of Agreement D

Developmental Education Reporting

The Teacher responsible for signing the report card for students in Special Education classrooms (Developmental Education "K" coded courses), will be provided with designated time, of no less than two (2) hours, on a P.A. day of the Board's choosing, in second semester, other than the last P.A. day, for the purposes of report card writing.

Letter of Agreement E

Digital Platforms for In-Person Teaching

Digital learning platforms (Google Classroom or Brightspace) for in-person learning support the continuity of learning for students. At a minimum, Teachers will:

- i) Establish a digital platform,

- ii) Have relevant content available, and use their professional judgement to maintain the digital platform.

The Teacher Performance Appraisal process will not include the establishment or maintenance of the digital platform.

(See Central [Article C3.5](#) for Definitions)

This LOU will expire August 30, 2026.

APPENDIX A

STATEMENT OF AGREEMENT

DEFERRED SALARY LEAVE PLAN

THIS AGREEMENT made in triplicate this _____ day of _____, 20 _____ between THE THAMES VALLEY DISTRICT SCHOOL BOARD, hereinafter called the "Board", and THE ONTARIO SECONDARY TEACHERS' FEDERATION OF ONTARIO, DISTRICT #11, hereinafter called the "Union" and

of the of _____
in The County of _____ hereinafter called the "TEACHER".

1. The Board agrees to employ the Teacher for _____ years beginning 20 _____ September 01 at the rate of _____% of the Teacher's proper grid salary and any applicable allowances for each of the _____ consecutive years, during which the Teacher will teach _____ years. Payment (less any lawful deductions and including full fringe benefits) shall be in accordance with the Collective Agreement between the Board and the Union in effect during each of the _____ years of the plan.
2. The Teacher agrees to teach for _____ of the _____ years of this agreement in accordance with the plan as described in the Collective Agreement in effect on the date of the signing of this document. The Teacher will take a _____ leave of absence from 20 _____, _____ to _____, _____ subject to the hiring of a suitable replacement by the Board.
3. It is understood and agreed by all parties to this agreement that nothing in this agreement shall contradict any of the articles in the Collective Agreement between the Board and the Union or any acts or regulations of the province of Ontario or the Federal government.
4. Throughout the period of leave of absence, the employee can not receive any salary or wages from the employer or from a person with whom the employer does not deal at arm's length other than the amount by which the employee's salary under the plan was deferred or is to be reduced and reasonable fringe benefits.

In witness whereof, the Teacher and the appropriate officers of the Board and the Union have signed this document.

Signature of Superintendent of Human Resources

Signature of the President of OSSTF, District #11

Signature of Chief Negotiator of OSSTF, District #11

Signature of Teacher

APPENDIX B - Historical Reference Only

RETIREMENT GRATUITY COLLECTIVE AGREEMENT PROVISIONS FROM PREDECESSOR BOARDS

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.

ARTICLE 12 - RETIREMENT GRATUITIES

- 12.1 A Teacher employed on 1998 August 31 by the Board under the provisions of one of the Agreements of the predecessor Boards forming the Thames Valley District School Board who has entitlement to the retirement gratuity provisions as set forth in [Appendix B](#) shall have their Retirement Gratuity entitlements continue in full force until they retires under such provisions unless the Teacher resigns or is terminated prior to retirement.
- 12.2 The Board shall maintain a record of all Teachers eligible for each applicable Retirement Gratuity as set forth in [Appendix B](#).
- 12.3 Notwithstanding the provisions of [Article L12.1](#) stipulating that a Teacher must be eligible for an unreduced pension, a Teacher to whom the provisions of [Article L12.1](#) would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria set forth in [Article 12.1](#) if that Teacher exercises the commuted value transfer option under the Ontario Teachers' Pension Plan within two (2) years of the date on which the Teacher would lose the right to exercise that option.
- 12.4 Notwithstanding any existing requirement contained in Retirement Gratuity provisions set forth in [Appendix B](#) that a Teacher be employed on a full-time basis, a Teacher to whom the relevant Retirement Gratuity provisions would otherwise apply will be eligible for a retirement gratuity in accordance with all of the applicable criteria of those provisions based on the annual full-time salary rate for that Teacher if that Teacher was a full-time Teacher, became a part-time Teacher and retains the right to return to full-time employment.
- 12.5 The gratuity is available in a lump sum payable during a period ranging from one (1) month to one (1) year after retirement, at the option of the Teacher provided said Teacher has advised the Board in writing thirty (30) days prior to retirement.
- 12.6 A Sick Leave Gratuity may be paid to the estate of a Teacher covered by [Article 12.1](#) whose death occurs before retirement and while the Teacher was under contract with the Board. The amount of the gratuity, if any, shall be calculated as though the Teacher had retired on the day before the Teacher's death.

ARTICLE 13 - REGISTERED RETIREMENT SAVINGS PLAN

- 13.1 Effective 1999 September 01, a Teacher employed on 1998 August 31 by the Board under the provisions of one of the Agreements of the predecessor Boards forming the Thames Valley District School Board whose effective date of hire is as set forth below and who has successfully completed their probationary period shall have deposited by the Union annually, an amount of money, as determined by the Union, in an account with the Ontario Teachers' Group Investment Funds.
- (a) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Elgin County Board of Education on 1997 December 31 and who had an effective date of hire with that Board on or after 1977 September 01 and on or before 1997 December 31; and
 - (b) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Board of Education for the City of London on 1997 December 31 and who had an effective date of hire with that Board on or after 1978 September 01 and on or before 1997 December 31; and
 - (c) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Oxford County Board of Education on 1997 December 31 and who had an effective date of hire with that Board on or after 1978 September 01 and on or before 1997 December 31; and
 - (d) Teachers currently employed by the Thames Valley District School Board with an effective date of hire with the Thames Valley District School Board on or after 1998 January 01 and on or before 1998 August 31 who, during that time, worked under the terms and conditions of the Elgin County Board of Education, the Board of Education for the City of London or the Oxford County Board of Education Collective Agreement with their respective secondary federation.
- 13.2 Teachers hired by the Thames Valley District School Board with an effective date of hire on or after 1998 September 01 shall, after two (2) years of employment with the Board have deposited annually by the Union an amount of money, as determined by the Union, in an account with the Ontario Teachers Group Investment Funds.
- 13.3 All funds deposited under the provisions of Articles 13.1 and 13.2 are subject to the provisions set forth in Appendix C.
- 13.4 Effective 2004 September 01, the Board agrees to deposit a minimum of one hundred and fifty dollars (\$150) per FTE Teacher annually, as determined by the October 31 report to the Ministry of Education, to be taken from the Benefit portion of the Funding Formula, in the OSSTF RRSP Fund. Prior to January 31, the Union will notify the Board of the amount to be transferred from the OSSTF RRSP Fund to the OTG Fund. Such amount shall not exceed that which is currently in the OSSTF RRSP Fund.

Allocations credited each year will be as at September 01 and will generate interest.

- 13.5 The Board and Union agree to review the amount set forth in Article 13.4 annually to determine if an additional portion of the Benefit money can be allocated in a given year.
- 13.6 District 11 shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability arising from the handling of the payments remitted to Ontario Teachers' Group in the name of OSSTF, District 11 by the Board. The Board's sole obligation pursuant to this Article is to remit the payment annually to Ontario Teachers' Group in the name of OSSTF, District 11.
- 13.7 The implementation of any and all provisions under Article 13 shall be in compliance with the *Income Tax Act*.

I. Elgin

7.02A Retirement Gratuity Plans

Plan "A"

This refers to the plan operated by the former St. Thomas Public School Board and the Central Elgin District High School Board. This plan applies only to those Teachers who selected it prior to January 1, 1970 as per the salary agreement for September 1, 1969 to August 31, 1970. A copy of this plan will be provided upon the request of a Teacher.

7.02B Plan "B"

This plan applies only to Teachers who were employed by The Elgin County Board of Education between September 1, 1969 and September 1, 1972 and those Teachers employed by former Boards in Elgin County with the exception of those Teachers employed by the prior St. Thomas Public School Board and the Central Elgin District High School Board who chose Plan A prior to January 1, 1970.

- B1) A Retirement Gratuity shall be paid to eligible Teachers who leave the employment of The Elgin County Board of Education on account of age or health provided they qualify for, and is granted a pension under the *Superannuation Act*.
- B2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.
- B3) The Retirement Gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not exceeding 200 days)}}{2}$$

The gratuity cannot exceed 50% of the last year's salary.

- B4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the Teacher.
- B5) i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to their death, that Teacher's estate or beneficiary shall receive an amount equal to one half of the sick leave accumulated by that Teacher during their employment with the Board immediately prior to their death, multiplied by 1/200 of the annual salary being paid at the time of their death.
- ii) The Death Benefit shall be calculated with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not to exceed 200 days)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

7.02C

Plan "C"

This plan applies only to Teachers who were employed by The Elgin County Board of Education commencing September 1, 1972 or thereafter, but before September 1, 1977.

- C1) A Retirement Gratuity shall be paid to eligible Teachers who leave the employment of The Elgin County Board of Education on account of age or health provided they qualify for, and is granted a pension under the *Superannuation Act*.
- C2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.
- C3) The Retirement Gratuity shall be calculated in accordance with the following formula:

$$\frac{\begin{array}{c} \text{No. of days} \\ \text{Cumulative Sick Leave} \\ \text{(Not to exceed 200 days)} \\ 200 \end{array}}{200} \times \frac{2}{100} \times \begin{array}{c} \text{Last} \\ \text{Year's} \\ \text{Salary} \end{array} \times \begin{array}{c} \text{No. Years} \\ \text{in Elgin} \\ \text{County} \end{array}$$

The gratuity cannot exceed 50% of the last year's salary.

- C4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the teacher.
- C5) i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to their death, that teacher's estate or beneficiary shall receive an amount equal to one half of the sick leave accumulated by that teacher during their employment with the

Board immediately prior to their death, multiplied by 1/200 of the annual salary being paid at the time of their death.

- ii) The Death Benefit shall be calculated with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not to exceed 200 days)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

II. London

10.5.5 Sick Leave Credit Gratuity

A Teacher whose contract of employment commenced before 1978 January 01 shall be paid, or if deceased the estate shall be paid, a gratuity as calculated in Article 10.5.6, subject to a maximum of one-half the gross annual salary on date of termination.

10.5.6 The formula for calculating the sick leave credit gratuity shall be as follows:

Gratuity =

$$\frac{\text{Accumulated Sick Leave to Date of Termination}}{2} \times \frac{\text{Gross Annual Salary On Date of Termination}}{200}$$

10.5.7 Teachers' Pension Act Requirements

A Teacher intending to retire to pension shall notify the Board in writing of the Teacher's intention to do so not later than the last teaching day in the month of December prior to the calendar year during which the teacher intends to retire.

Failure to so advise the Board shall relieve the Board of responsibility for payment of any sick leave credit gratuity to which the said teacher may be entitled until January of the year immediately following the year in which the teacher retires.

10.5.8 Sick Leave Credit Gratuity Cap

In accordance with Article 17, teachers who retire with more than 35 years of service credited by the Teachers' Pension Plan Board, shall have their sick leave credit gratuity capped at 35 years and calculated on the salary in effect at the time they completed their 35th year of service.

III. Middlesex

17 00 00 RETIREMENT GRATUITY - PAYMENT POLICY

17 01 00 A full-time Teacher with an effective hire date prior to 1995 08 31 who has completed ten (10) or more continuous years of service with the Board or its predecessors shall be eligible for a Retirement Gratuity in accordance with the provisions of Board Policy 300-5, as revised 1995 03 06, and the formula set forth below.

$$\text{Retirement Allowance} = \frac{A}{200} \times C \times 50\%$$

where

A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days.

C represents the annual salary on retirement.

17 02 01 A full-time Teacher hired effective 1995 08 31 or after shall be entitled to the payment of an allowance on retirement in accordance with the formula set forth in Article 17 02 02 if the Teacher has completed ten (10) or more continuous years of service with the Board or its predecessors and if the Teacher fulfils the requirements of one (1) of the following sections:

01 is a contributor to the Ontario Teachers' Pension Plan and is eligible for an unreduced pension under the then existing provisions of the Ontario Teachers' Pension Plan Act

OR

02 is a contributor to the Ontario Teachers' Pension Plan, is sixty (60) or more years of age, and is eligible for a pension under the then existing provisions of the Ontario Teachers' Pension Plan Act

OR

03 is a contributor to the Ontario Teachers' Pension Plan and qualifies for an early retirement incentive plan payment under Board Policy 300-9 or otherwise would qualify if one were available, is less than sixty (60) years of age and is eligible for a reduced pension.

17 02 02 The retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times C \times 50\%$$

where

- A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days
- B represents the number of years service with the Board or its predecessor Boards to a maximum of twenty-five (25) years of service
- C represents the annual salary in either
 - i) the school year of retirement or
 - ii) the year in which the Teacher attains thirty-five (35) years of pension service credits, whichever is the lesser salary.

- 17 03 00 Notwithstanding the requirement contained in Article 17 01 00 that a teacher be employed on a full-time basis, a Teacher to whom Article 17 01 00 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 17 01 00 based on the annual full-time salary rate for that teacher if that Teacher was a full-time Teacher and became a part-time Teacher in accordance with Article 23 00 00.
- 17 04 00 Notwithstanding the requirement contained in Article 17 01 00 that a Teacher be employed on a full-time basis, a Teacher to whom Article 17 01 00 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 17 01 00 based on the actual salary earned by that Teacher, if previously that Teacher was a full-time Teacher, became a part-time Teacher other than through the provisions of Article 23 00 00, has accumulated twenty-five (25) years of equivalent full-time service and still retains the right to return to full-time employment.
- 17 05 00 Notwithstanding the provision of Board Policy 300-5, as revised 1995 03 06, stipulating that a Teacher must be eligible for an unreduced pension, a teacher to whom Article 17 01 00 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 17 01 00 if that Teacher at age fifty-three (53) or fifty-four (54) exercises the commuted value transfer option under the Ontario Teachers' Pension Plan.
- 17 06 00 A Teacher to whom Article 17 01 00 applies who will become eligible for an unreduced pension during the four (4) month period at the beginning of a school year may take an unpaid leave of absence for that period and still be eligible, upon retirement, for a retirement gratuity under Article 17 01 00 based on the salary rate in effect for that Teacher on the last day of actual work with the Board.

IV. Oxford

11.08 Sick Leave Credit Gratuity Payable on Retirement

- (a) A Teacher who retires from the staff of The Oxford County Board of Education is entitled

to a sick leave retirement gratuity if he/she qualifies under the terms of Plan A or Plan B. To qualify for either plan, the Teacher must be eligible for a pension to commence payment as certified by the Teachers' Pension Plan Board immediately upon retirement (within two months of the termination of the contract). Furthermore, to qualify the Teacher must give written notice to the Board of intention to retire and of termination of the contract as follows: prior to November 30 in the case of retirement and termination of the contract on December 31 or at the end of the first semester; or prior to May 31 in the case of retirement and termination of the contract on August 31. A Teacher who is otherwise eligible and who wishes to retire on a date other than December 31, at the end of the first semester or August 31 may qualify only if the Board, in its discretion, agrees.

Plan A:

This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education or any predecessor of the Oxford County Board prior to September 1, 1978. The amount of the sick leave credit gratuity shall be calculated as follows:

$$\frac{\text{Gross Salary of Final Year}}{2} \times \frac{"A"}{200} \times \frac{"B"}{20}$$

Plan B:

This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education with duties commencing September 1, 1978 or thereafter. The amount of the sick leave credit gratuity shall be calculated as follows:

$$\$8,000 \times \frac{"A"}{200} \times \frac{"B"}{20}$$

For Both Plans:

"A" = Number of unused sick leave days, not in excess of 200, accumulated during employment with the Board or with any predecessor of the Oxford Board. For the purpose of calculating Sick Leave Credit Gratuity Payable on Retirement, only sick leave credits earned, unused and accumulated while in the employ of the Board or any predecessor of the Oxford Board shall be taken into accounts.

"B" = Number of full-time or equivalent years, not in excess of 20, with the Board or with any predecessor of the Oxford Board.

- (b) Maximum gratuity shall not exceed 50% of the salary of the final year.
- (c) Payment of the gratuity may be made by a method mutually agreeable to both the Board and the Teacher and consistent with legislative requirements. Preferred methods of payment are one lump sum payment at the time of leaving or two equal payments, one at the time of leaving and the other in the next calendar year.

- (d) A Sick Leave Credit gratuity shall be paid to the estate of a Teacher whose death occurs before retirement, while under contract with the Board. The gratuity shall be calculated as though the Teacher had retired, under circumstances which would qualify them for the gratuity, on the day before their death.

PROVISO: Teachers Commencing Employment After August 31, 1973

A Teacher commencing employment with the Board after August 31, 1973, shall not be eligible for sick leave credit retirement gratuity benefits unless that Teacher has, at the date of retirement, completed at least seven (7) years full time employment with the Board. Credit shall be allowed for the qualifying seven (7) years of employment in calculating the amount of the benefit.

(See also Central Agreement [Appendix A](#) for Retirement Gratuities, See also Central [Letter of Agreement #6 \(Historical\)](#) for Retirement Gratuities)

APPENDIX C

REGISTERED RETIREMENT SAVINGS PLAN ADMINISTRATION

1. The Union Committee established for the purpose of administration of the Registered Retirement Savings Plan (Appendix B - Article 13) shall set forth the schedule for distribution of monies each year under Appendix B Articles [13.1](#) and [13.2](#).
2. The Committee recommendations and decisions shall be based on the data, both personal and financial for the entitled Teachers, proved by the Teachers, Board and Ontario Teachers' Group as appropriate, and upon the financial status of the OSSTF RRSP Fund as monitored by the committee.
3. All entitled Teachers will be required to open a RRSP account with OTG. OTG representatives will attend information meetings to guide Teachers through the sign-up process. Distribution of funds to individual Teacher accounts can only occur when the Teacher's documentation is complete.

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

The Ontario Secondary School Teachers' Federation – District 11 (the "Union")

And

Thames Valley District School Board (the "Employer")

1. The parties agree that this Memorandum constitute the basis for the full and final settlement of the local terms of the collective agreement.
2. Except as provided in the Memorandum of Settlement respecting central terms dated April 24, 2024, the local terms of the collective agreement, and any agreement of the parties in local bargaining and as otherwise required by law, continue without amendment for the duration of the collective agreement.
3. Except as provided otherwise herein, the terms of this Memorandum shall be effective on the date of the Voluntary Binding Interest Arbitration collective agreement, as awarded by Arbitrator Russell Goodfellow on January 28, 2025.
4. Any dispute with respect to the terms to be included in the collective agreement, including any dispute with respect to a conflict between the local terms and the central terms, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement.

Dated at London, Ontario, this 13th day of June, 2025.



Ontario Secondary School Teachers'
Federation, District 11



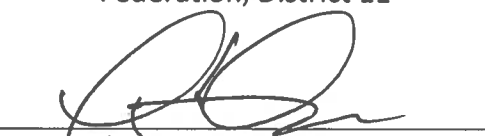
Thames Valley District School Board



Ontario Secondary School Teachers'
Federation, District 11



Thames Valley District School Board



Ontario Secondary School Teachers'
Federation, District 11



Thames Valley District School Board