



COLLECTIVE AGREEMENT

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

(hereinafter referred to as “the Employer”)

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25 Teachers' Bargaining Unit)**

(hereinafter referred to as “the Bargaining Unit”)

Effective 1 September 2022 to 31 August 2026

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 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.

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 an 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 affected 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.

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:
 - a. 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.
 - b. Divide i) by 194 days.

- c. 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.

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.

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 and 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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> 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 (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
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2B: COGNITIVE (please complete all that is applicable)

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

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

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

3: Health Care Professional to complete.

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

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Fax Number:

Signature:

LETTER OF AGREEMENT #1

BETWEEN

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

LETTER OF AGREEMENT #2

BETWEEN

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

AND

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

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo, 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 (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

LETTER OF AGREEMENT #10

BETWEEN

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; 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')**

AND

The Crown

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.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). The SEB Plan pay will be the

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

The following language applies only to those teachers eligible for the gratuity above:”
[insert current Retirement Gratuity language from local collective agreement]

PART B

OSSTF DISTRICT 25 – TBU LOCAL COLLECTIVE AGREEMENT PROVISIONS

ARTICLE L1 PURPOSE

L1.01 It is the purpose and intent of the parties to:

- (a) set forth within this agreement terms and conditions of employment, including salary, allowances, benefits, working conditions and other related provisions mutually agreed to herein, all of which constitute the entire negotiated agreement between the parties;
- (b) promote harmonious and mutually beneficial relationships between the Employer and the Ontario Secondary School Teachers' Federation (OSSTF) District 25, Teachers' Unit; and,
- (c) provide for procedures for prompt and equitable disposition of all matters in dispute which may arise between the parties.

ARTICLE L2 TERM OF AGREEMENT

L2.01 Amendment to the terms and conditions contained in this Agreement during its term shall be made in writing and only by mutual consent of the Employer and the Bargaining Unit. Either party may give notice in writing of its desire to amend this Agreement during its term, providing the other party with copies of the proposed amendments. The party receiving notice shall, within thirty (30) days, arrange to meet with the party requesting amendments or otherwise reply to the request in writing.

ARTICLE L3 RECOGNITION

- L3.01
- (a) The Ottawa-Carleton District School Board (the Employer) recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the sole and exclusive bargaining agent for all secondary teachers employed by the Employer.
 - (b) The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
 - (c) The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.
- L3.02 For the purposes of this agreement, the term secondary teacher means a person duly certified by the Ontario College of Teachers and;

- (a) who is assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time;
- (b) who is assigned to teach a continuing education credit course at the secondary level; and,
- (c) who is assigned to provide home instruction;

but does not include an occasional teacher, a supervisory officer, a principal, or a vice-principal.

L3.03 Pursuant to the Ontario Labour Relations Act, the Employer recognizes the Negotiating Committee of the Bargaining Unit and the Bargaining Unit recognizes the Negotiating Committee of the Employer. The parties shall notify each other in writing as to the names of Committee members.

ARTICLE L4 LEGISLATIVE CHANGES

L4.01 In the event legislative changes are tabled which may render null and void any provision of this agreement, or which may necessitate accommodation of any provisions of the Agreement, either party may give notice to the other party requesting a meeting of the negotiating teams to address these matters. This meeting to discuss legislative changes shall normally be held within thirty (30) days.

ARTICLE L5 MANAGEMENT RIGHTS

L5.01 Subject only to the specific terms, provisions and conditions contained in this Collective Agreement, and subject to the right of either party to lodge a grievance as set out in this Collective Agreement the parties recognize and accept the right and obligation of the Employer to manage the affairs of the Employer in all respects including, but not being limited to, the following:

- (a) to hire, transfer, promote, demote, assign, lay-off or recall;
- (b) to discipline, suspend (with or without pay), or discharge for just and sufficient cause;
- (c) to formulate and publish reasonable rules and regulations to be observed by teachers covered by this Agreement;
- (d) to plan and control the teaching programs of the Employer including, but not being limited to, the number of teachers to be employed, the number of students to be taught, the subjects to be taught, the designation of positions of responsibility, the hours of school, the school year and the holidays to be observed, and school location and facilities and to plan for the retirement of teachers and, without limiting the generality of the foregoing, to carry out such other responsibilities of the Employer as outlined in Acts and Regulations pertaining to education in the province of Ontario.

- L5.02 The Employer agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement or in a manner that is inconsistent with the terms and provisions of this Agreement or the prevailing statutes governing education and labour in the province of Ontario.
- L5.03 (a) Teachers shall have the right to have Bargaining Unit representation present at any meeting held for the purposes of investigating a matter which may lead to disciplinary action or any subsequent disciplinary meeting(s). The teacher shall be informed of this right at the time such meeting is requested.
- (b) To accommodate the teacher's rights under Article L5.03 (a), the teacher shall be provided with forty-eight (48) hours notice of the scheduling of such meeting. The teacher may agree to waive this requirement.

ARTICLE L6 NO DISCRIMINATION

The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, creed, colour, age, sex, gender expression, gender identity, marital status, family status, religion, nationality, ancestry, ethnic origin, place of origin, record of offences, disability, sexual orientation, political or religious affiliation, or by reason of participation or non-participation in the Union. If such terms appear in the Ontario Human Rights Code, their meaning shall be the same as in the Code.

ARTICLE L7 UNION-EMPLOYER COMMITTEE

- L7.01 The Ottawa-Carleton District School Board and OSSTF, District 25 Teachers' Unit agree to establish a joint committee whose function shall be to discuss issues of concern to the Bargaining Unit and/or the Employer.
- L7.02 The Committee shall be composed of up to four (4) Bargaining Unit representatives and up to four (4) Employer representatives, including the Supervisory Officer responsible for secondary staffing or a designated Supervisory Officer.
- L7.03 Additional representatives may be invited to attend as required to deal with the specific subject matters under discussion. Each party shall bear the costs, if any, associated with the attendance of these additional representatives.
- L7.04 The committee shall meet within fifteen (15) work days of either party requesting a meeting. Effective September 1, 2024: By October 15 of each school year, three (3) labour management committee meetings shall be tentatively scheduled for that school year by mutual agreement.

The committee will attempt to resolve issues and make recommendations to their respective principals for further action, if required.

L7.05 Nothing in this Article precludes representations and consultations by the Employer and the Bargaining Unit concerning any matter.

ARTICLE L8 NO STRIKE OR LOCKOUT

L8.01 (a) The Employer and the Bargaining Unit agree that there shall be no strike or lockout during the term of this Collective Agreement. The terms "strike" and "lockout" shall be as defined in the *School Boards Collective Bargaining Act*.

(b) In the event a strike by other employees of the Board is imminent, the parties shall meet to discuss matters of mutual concern.

L8.02 In the event of a strike by other Employees of the Board, the parties agree that:

- (a) the Employer shall notify the President of the Bargaining Unit immediately when the situation is evident;
- (b) a consultative committee comprised of two representatives of the Bargaining Unit and two representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to members of the Bargaining Unit;

Specifically the committee will address the following issues:

- i) the health, safety, and duties of Bargaining Unit members during the strike;
- ii) procedures for entering/exiting a workplace with a picket line;
- iii) other strike related issues which may affect members of the Bargaining Unit.

ARTICLE L9 DISTRIBUTION OF COLLECTIVE AGREEMENT

L9.01 The Employer will electronically post the Collective Agreement in an internal system accessible by members.

L9.02 The parties agree that they shall be responsible for their own costs of printed Collective Agreements.

ARTICLE L10 UNION DUES

L10.01 On each pay date on which an employee is paid, the employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined annually by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

L10.02 Provincial

The OSSTF dues deducted in Article L10.01 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 remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

L10.03 Local

Dues specified by the Bargaining Unit in Article L10.01, if any, shall be deducted and remitted to the Treasurer of OSSTF, District 25 at 9 Corvus Court, Ottawa Ontario, K2E 7Z4 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 S.I.N. numbers, annual salary, the deduction period, salary for the period, and the amounts deducted.

L10.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE L11 PLACEMENT ON SALARY GRID

Category Placement

L11.01 The placement of OSSTF (District 25) teachers in their respective categories (groups) shall be determined in accordance with the current certification charts published by OSSTF.

The certification rating statements provided by OSSTF to individual members are the only statements acceptable for verification of category placement.

L11.02 A teacher who submits a copy of their OSSTF Certification Rating Statement or, a copy of their Qualifications Evaluation Council of Ontario Statement ("QECO Statement") issued on or after February 1, 2020 and the accompanying letter from OSSTF, which confirms the certification plan used to evaluate and issue the rating statement, to the People, Culture and Leadership Team Manager (Academic) for a change in category placement shall receive the adjustment, as follows:

- (a) if the statement and letter are received between 1 September and 31 December, inclusive, the teacher's salary shall be adjusted retroactive to 1 September provided that all courses were completed on or before August 31 of the same year.
- (b) if the statement and letter are received between 1 January and 31 March, inclusive, the teacher's salary shall be adjusted retroactive to 1 January provided that all courses were completed on or before December 31 of the previous year.

- (c) if the statement and letter are received between 1 April and 31 August, inclusive, the teacher's salary shall be adjusted effective 1 April provided that all courses were completed on or before March 31 of the same year.
- (d) if the statement and letter are not the result of a course completion but rather a unilateral change in the value of an existing qualification, the teacher's salary shall be adjusted retroactively to the appropriate date based on when the statement and letter are received by the Human Resources Officer as per a) to c). In such circumstances, it is understood that in no case will a teacher receive an adjustment prior to the date that the revaluation of the qualification is effective.

Recognition of Previous Experience

L11.03 All newly hired teachers shall have their prior teaching experience credited in accordance with this article.

- (a) Teaching Experience Within Ontario

Elementary or secondary teaching experience acquired while employed under contract as a teacher holding a Certificate of Registration (or equivalent) recognized by the Ontario College of Teachers shall be credited for determining placement on the salary grid. Experience acquired in any assignment which falls within the definition of occasional teacher shall only be credited in accordance with Article L11.03 (d).

- (b) Teaching Experience Within Canada

Elementary or secondary teaching experience acquired while employed under contract as a teacher holding a teaching certificate recognized by boards, provinces, or territories within Canada, shall be credited for determining placement on the salary grid. Experience acquired in any assignment which falls within the definition of occasional teacher, or equivalent, shall only be credited in accordance with L11.03 (d).

- (c) Teaching Experience Outside Canada

Teaching experience acquired while under contract in foreign countries will be evaluated on an individual basis and credited for determining placement on the salary grid at the sole discretion of the Employer.

- (d) Long Term Occasional Teaching Experience

Effective September 1, 2021, for all new hires, all OCDSB long term occasional teaching experience exceeding three (3) months, to a maximum of five (5) years, shall be credited for determining placement on the salary grid.

Effective August 31, 2023, for all new hires, all OCDSB long term occasional teaching experience (acquired on or after August 31, 2021) shall be credited to

the employee. Credit shall be on the basis of one month being equal to 0.1 of a year. Credit for the previous year's experience shall be recorded each 31 August. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month's teaching experience for that month.

This provision shall have no retroactive effect prior to August 31, 2023.

- (e) Effective August 31, 2023, newly hired teachers will be credited with long term occasional teaching experience from other Boards. Credit shall be on the basis of one month being equal to 0.1 of a year. Credits for the previous year's experience shall be recorded each 31 August. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month's teaching experience for that month.

This provision shall have no retroactive effect prior to August 31, 2023. It shall be solely the responsibility of individual teachers to bring forward documentation to support their eligibility for review pursuant to this provision.

Daily Occasional Teaching Experience

- (f) Effective August 31, 2024, teachers shall be credited with daily OCDSB occasional teaching experience (acquired on or after August 31, 2023). Credit of 0.1 shall be granted for every eighteen (18) days worked. Credits for the previous year's experience shall be recorded each 31 August.

This provision shall have no retroactive effect.

- (g) A new contract hire will not be placed lower on the grid than the step they occupied as an OCDSB LTO immediately prior to their placement pursuant to this provision.

- (h) Letter of Permission Experience

Teaching experience while on a Letter of Permission acquired with the OCDSB shall be credited for determining placement on the salary grid.

- (i) Continuing Education Experience

Effective September 1, 2022, continuing education experience acquired in the Employer's Secondary Evening or Summer School credit programs (or either predecessor board's programs) after 1 February 1992 shall be credited at the time of hire for the purposes of the experience credit up to a maximum of five (5) full grid steps on the following basis:

one-half (1/2) grid step for each three (3) credits taught. [A credit shall be defined as two (2) makeup courses equals one (1) credit; one (1) reach ahead course equals one (1) credit];

It will be the responsibility of individual teachers to notify People, Culture and Leadership in writing of the specific dates and courses to be credited.

(j) Related Experience

Previous Related experience shall be credited to newly hired teachers in all subject areas under the following conditions:

- (i) related experience must be directly related to the subject(s) which the teacher is being initially employed to teach (subject to the exception set out in (iv) below):
- (ii) only related experience which has not already been applied for purposes of OSSTF certification requirements may be credited under this provision;
- (iii) up to five years of eligible related experience shall be credited at the rate of four (4) months per year of experience, for a maximum credit for grid placement of two (2.0) years' experience. Credit will only be granted in intervals of four (4) months, for every twelve (12) months of cumulative related experience.
- (iv) Effective September 1, 2019, subject to L11.03 (g) (i) and (ii) and notwithstanding L11.03 (g) (iii), previous related experience shall be credited to newly hired technology teachers in trades subject areas for which they are initially hired to teach or for which they are subsequently hired or assigned to teach (as determined by the start date of the technology assignment) within twenty (20) calendar months of their initial hire date, as follows:

up to ten years of eligible related experience shall be credited at the rate of five (5) months per year of experience at full time status for a maximum credit for grid placement of five (5) years of experience. Credit will only be granted in intervals of five (5) months for every twelve (12) months of cumulative related experience.

Effective September 1, 2023, subject to L11.03 (j) (i) and (ii) and notwithstanding L11.03 (j) (iii), previous related experience shall be credited to newly hired technology teachers in trades subject areas for which they are initially hired to teach or for which they are subsequently hired or assigned to teach (as determined by the start date of the technology assignment) within twenty (20) calendar months of their initial hire date, as follows:

up to ten years of eligible related experience shall be credited at the rate of ten (10) months per year of experience at full time status. Credit will only be granted in intervals of ten (10) months for every twelve (12) months of cumulative related experience.

This provision shall have no retroactive effect prior to September 1, 2023. It shall be solely the responsibility of individual teachers to bring forward documentation to support their eligibility for review pursuant to this provision.

(k) General Provisions and Process

- (i) Teaching experience will be pro-rated as to time worked and employment status.
- (ii) Unless otherwise specifically stated, ten (10) months of credited experience shall constitute one (1) year for purposes of salary determination.
- (iii) Documentation acceptable to the Employer must be provided by the teacher within ninety (90) days of effective date of hire in order for it to be credited retroactive to their date of hire. Documentation provided after that date will be processed effective the date it is received by Human Resources.
- (iv) A teacher shall not be credited with more than one (1) year's experience for any twelve (12) month period commencing 1 September of any year.

Grid Progression- Experience Increments

L11.04 Process for Crediting Experience

Annual experience increments shall be credited as of 31 August each year and shall be effective the following 1 September, up to the maximum in each respective category.

L11.05 Regular Day School Experience

- (i) Commencing 1 September 1998, teachers shall be granted experience credit for purposes of the annual increment on the basis of one month credit for each full month of teaching with the Employer. Ten months of experience shall constitute a full year, but no teacher shall be credited with more than one (1.0) year of experience (i.e. one increment) in any twelve month period commencing 1 September, inclusive of continuing education credit program experience.
- (ii) Teachers shall be granted experience as in (i) for LTO experience gained while on part-time contract.

L11.06 Continuing Education Experience

Effective September 1, 2022, regular Day School teachers who acquire continuing education experience in the Employer's Secondary Evening or Summer School credit programs after 1 September 1998 shall be credited for the purposes of their annual experience increment up to a maximum of five (5) full grid steps on the following basis:

one-half (1/2) grid step for each three (3) credits taught. [A credit shall be defined as two (2) makeup courses equals one (1) credit; one (1) reach ahead course equals one (1) credit].

It will be the responsibility of individual teachers to notify People, Culture and Leadership in writing of the specific dates and courses to be credited no later than 15 August to receive experience credit for purposes of annual increment effective the following 1 September.

On or before 30 June each year, People Culture and Leadership will send an email reminder to teachers with respect to the August 15 deadline.

Note: For former CBE Regular Day School Teachers

Qualifying continuing education experience acquired but not credited prior to 1 September 1998 will continue to be eligible for purposes of receiving credit under Article L11.06 for grid progression.

L11.07 Leaves of Absence

Leaves of absence without pay (including full-time and partial leaves) granted under Article L15 and leaves of absence without pay for medical reasons (including LTD) shall not be credited for purposes of movement on the salary grid.

L11.08 General Provisions and Process

- (i) Teaching experience will be pro-rated as to time worked and employment status.
- (ii) Unless otherwise specifically stated, ten months of credited experience shall constitute one year for purposes of salary determination.
- (iii) A teacher shall not under any circumstances be credited with more than one year's experience for any twelve month period commencing 1 September of any year.

L11.09 Withholding Increments

- (a) The Employer reserves the right to withhold the increment of a teacher whose performance is deemed to be less than satisfactory by the appropriate Principal. A teacher shall be notified no later than 15 June in writing of the Employer's intention to hold him/her on the same step of the salary grid, and the teacher shall be provided with written reasons why his/her performance has been deemed to be less than satisfactory.
- (b) If the teacher's performance in the subsequent year is considered satisfactory, the teacher shall be placed at the position on the salary schedule he/she would have reached had the increment not been withheld.

ARTICLE L12 SALARY AND ALLOWANCES

L12.01 Teacher Salary Grid

- (a) The following salary schedule shall apply to all regular day school secondary teachers:

Effective September 1, 2022:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$56,798	\$58,843	\$62,578	\$64,714
1	\$60,193	\$62,549	\$66,696	\$69,300
2	\$63,588	\$66,249	\$70,820	\$73,888
3	\$66,979	\$69,960	\$74,940	\$78,480
4	\$70,377	\$73,669	\$79,061	\$83,066
5	\$73,773	\$77,376	\$83,180	\$87,658
6	\$77,165	\$81,082	\$87,302	\$92,245
7	\$80,559	\$84,793	\$91,420	\$96,835
8	\$83,960	\$88,498	\$95,542	\$101,420
9	\$87,359	\$92,203	\$99,661	\$106,011
10	\$90,750	\$95,917	\$103,788	\$110,602

Effective September 1, 2023:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$58,502	\$60,608	\$64,455	\$66,655
1	\$61,999	\$64,425	\$68,697	\$71,379
2	\$65,496	\$68,236	\$72,945	\$76,105
3	\$68,988	\$72,059	\$77,188	\$80,834
4	\$72,488	\$75,879	\$81,433	\$85,558
5	\$75,986	\$79,697	\$85,675	\$90,288
6	\$79,480	\$83,514	\$89,921	\$95,012
7	\$82,976	\$87,337	\$94,163	\$99,740
8	\$86,479	\$91,153	\$98,408	\$104,463
9	\$89,980	\$94,969	\$102,651	\$109,191
10	\$93,473	\$98,795	\$106,902	\$113,920

Effective September 1, 2024:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$60,111	\$62,275	\$66,228	\$68,488
1	\$63,704	\$66,197	\$70,586	\$73,342
2	\$67,297	\$70,112	\$74,951	\$78,198
3	\$70,885	\$74,041	\$79,311	\$83,057
4	\$74,481	\$77,966	\$83,672	\$87,911
5	\$78,076	\$81,889	\$88,031	\$92,771
6	\$81,666	\$85,811	\$92,394	\$97,625
7	\$85,258	\$89,739	\$96,752	\$102,483
8	\$88,857	\$93,660	\$101,114	\$107,336
9	\$92,454	\$97,581	\$105,474	\$112,194
10	\$96,044	\$101,512	\$109,842	\$117,053

Effective September 1, 2025:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$61,614	\$63,832	\$67,884	\$70,200
1	\$65,297	\$67,852	\$72,351	\$75,176
2	\$68,979	\$71,865	\$76,825	\$80,153
3	\$72,657	\$75,892	\$81,294	\$85,133
4	\$76,343	\$79,915	\$85,764	\$90,109
5	\$80,028	\$83,936	\$90,232	\$95,090
6	\$83,708	\$87,956	\$94,704	\$100,066
7	\$87,389	\$91,982	\$99,171	\$105,045
8	\$91,078	\$96,002	\$103,642	\$110,019
9	\$94,765	\$100,021	\$108,111	\$114,999
10	\$98,445	\$104,050	\$112,588	\$119,979

L12.02 Allowances

The following schedule for allowances shall apply. All allowances covered under this Article may have the effect of piercing the maxima for the salary grid set out in Article L12.01:

(a) Positions of Added Responsibility

September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
\$6,641	\$6,641	\$6,641	\$6,641

b) Information Technology Consultant

September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
\$7,662	\$7,662	\$7,662	\$7,662

(c) Post Graduate Degree Allowances:

- (i) Teachers currently holding masters or doctorate degrees will have their post graduate allowance grandparented effective 31 December 1998.
- (ii) Effective 1 January 1999, no new hires will receive post graduate allowances.
- (iii) Any teacher currently enrolled in a program leading to a master's degree or doctorate degree and who will have met all of the requirements for the degree prior to 31 December 1999 and who provided the Board with proof of same by 30 June 2001 shall be entitled to and will continue to receive an allowance at the following rates:

	September 1, 2022	September 1, 2023	September 1, 2024	September 1, 2025
Master's Degree	\$666	\$666	\$666	\$666
Doctorate Degree	\$1,330	\$1,330	\$1,330	\$1,330

Only one (1) degree allowance (the higher) shall be paid to a teacher.

L12.03 All centrally assigned consultants who are receiving a Position of Added Responsibility allowance at the time of appointment shall continue to be paid the allowance for their tenure as a consultant, provided that they were the incumbent of the PAR position at the time of appointment to the central role. For clarity, centrally assigned consultants who were acting in a PAR position at the time of appointment have no further entitlement to the PAR allowance.

L12.04 At no time is an employee eligible to receive more than one allowance under this Article at the same time, with the exception of the Post-Graduate Degree Allowance under L12.02(c), which may be combined with one (1) other allowance, if applicable.

ARTICLE L13 METHOD OF PAYMENT

L13.01 Teachers shall be paid on equal bi-weekly payments throughout the year (26 equal payments). The parties agree that in order to maintain a strong link between the school/work year and pay year there will be a requirement to implement a twenty-seven (27) bi-weekly pay schedule from time to time.

L13.02 Each installment shall be deposited in a financial institution with a computerized system compatible with that used by the Ottawa-Carleton District School Board.

L13.03 The daily rate of pay for a teacher will be calculated based on the number of school days in the school year, as defined in Regulation 304.

L13.04 A teacher's salary will be prorated in accordance with the following breakpoints:

Number of Classes	FTE
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1.0	0.16666
2.0	0.33333
3.0	0.50000
4.0	0.66666
5.0	0.83333
6.0	1.00000

L13.05 Semester Teachers' Pay - Unbalanced Timetables

- (a) Full-time semestered teachers with unbalanced timetables in each semester, will receive their full contract salary equally throughout the year.
- (b) Teachers that leave the employ (resignation, retirement, termination) of the Board before the end of the school year shall receive their annual salary prorated to the days of the school year worked.
- (c) Teachers that take a voluntary reduction in workload due to a leave of absence shall receive their annual salary at the fraction their workload is to full-time according to the chart in Article L13.04 (part-time) prorated to the days of the school year worked.
- (d)
 - (i) Part-time semestered teachers assigned unbalanced timetables in each semester will be paid their salary in accordance with the proportion of their employment status actually being taught in each semester.
 - (ii) Notwithstanding this, teachers who fulfill their full contract status/salary in one semester, will be placed on leave of absence without pay for the remaining semester.

L13.06 Correction of Errors

Where a teacher has received one month's notification in writing of an error in salary or allowance, or of an overpayment, the Employer may make the appropriate adjustment equal to the amount required to correct the amount over or under paid during the school year in which the error is discovered. Where correction of an error or overpayment requires that a teacher repay an amount in excess of \$500.00, a payment schedule shall be determined by mutual consent of the Board and the teacher. Errors discovered during the months of July and August shall be corrected and effective for the following school year.

L13.07 Adjustments for Leaves of Absence without Pay or Cessation of Employment

Teachers who commence a leave of absence without pay, or whose employment ceases, during the school year, will receive all salary and allowances earned from September to the date of leave or termination, whichever is applicable within thirty (30) days of the last day worked.

In the event of an overpayment, arrangements shall be made between the Employer and the teacher for repayment within (30) days of the last day worked, unless the amount exceeds \$500.00, in which case a reasonable payment schedule shall be determined by mutual consent.

L13.08 Changes in Grid Placement/Contractual Status

Teachers, who during the school year are eligible for a change in salary due to category or experience change or change in contractual status, shall receive the adjustment within thirty days (30) days of receipt of notification of the change by the Human Resources Department.

L13.09 Deductions

(a) Union Dues and local OSSTF Levy

These shall be deducted in accordance with Article L10.

(b) Other Deductions

- (i) Group insurance, LTD and Health Plan deductions shall be made (where applicable) in equal installments.
- (ii) Employment Insurance premiums, Canada Pension and Income Tax deductions shall be made as prescribed by legislation.
- (iii) Pension deductions shall be made as prescribed by the Ontario Teachers' Pension Plan.

L13.10 Your Credit Union

Payroll deduction service shall be continued for those teachers who are or who become members of Your Credit Union Limited or its successor. A teacher may change the amount of deduction. The Employer may limit such changes to two (2) per year (February and September).

L13.11 Registered Retirement Savings Plan (RRSP)

Provided a teacher submits an authorization form as prescribed by the Employer, the Employer agrees to deduct from the teacher's pay amounts in multiples of ten dollars (\$10.00) and to remit such deductions to the Your Credit Union Limited Registered Retirement Savings Plan. A teacher may change the amount of deduction. The Employer may limit such changes to two (2) per year (March and September).

ARTICLE L14 EMPLOYEE BENEFIT PLANS

In accordance with Letter of Agreement #4 between OPSBA, OSSTF and the Crown, employees are entitled to group benefit coverage in accordance with the provisions of the central terms and provisions of the Collective Agreement and the Employee's Life and Health Trust ("ELHT").

ARTICLE L15 LEAVES OF ABSENCE WITHOUT PAY

L15.01 General Conditions

Leaves of absence without pay, whether full time or part-time based on full sections, shall be granted subject to the following conditions:

- (a) The teacher requesting the leave must have been actively employed with the Employer for at least two (2) consecutive years immediately prior to the effective date of the leave;
- (b) Leaves, including extensions, shall be granted for a full school year or partial school year provided the leave request is submitted to Human Resources by March 1 and the leave commences and ends to coincide with the beginning and end of a school year or semester as defined by the school year calendar.
- (c) The total period of leave, including the initial leave and any extension(s), shall not exceed four (4) years;
- (d) Entitlement to benefits shall be in accordance with the terms and conditions of the Central Agreement and the Employee's Life and Health Trust ("ELHT");
- (e) There shall be no interruption to continuous service for the purposes of seniority;
- (f) A teacher shall retain experience and sick leave credits held prior to the commencement of the leave (pro-rated for part time leave), but shall not accumulate further experience or sick leave during the period of leave;
- (g) A teacher shall be deemed to have resigned for failure to return on the agreed upon date;
- (h) In addition to the requirements of Article L15.04, Teachers on leave shall maintain communication with the Employer to provide updated contact information, and respond to reasonable requests for information.

L15.02 The teacher shall confirm the date of return from the leave in writing to the Employer prior to March 1 of the previous school year.

L15.03 Political Leave

Teachers shall be granted short term unpaid leave to run as a candidate in a federal/provincial/municipal election. Unless otherwise agreed to by the Employer, the

return to work following a leave taken pursuant to this provision must coincide with the beginning of the school year or semester as defined by the school year calendar.

In addition to the leave provided for in Article L15.01(c), if a teacher is elected to federal/provincial/municipal political office they shall be granted additional leave of absence for a period not exceeding five (5) years. The conditions in L15.01(b) shall not apply to this leave.

L15.04 Right of Return from Leave

Prior to returning from leave, teachers must provide proof of status with the Ontario College of Teachers, a Criminal Background Check or Offence Declaration (whichever is applicable) to Human Resources.

L15.05 The consideration of teachers who apply for a promotion or a Position of Added Responsibility, and who make themselves available for interviewing, shall not be affected by absence on a leave taken in accordance with this Article. Such teachers who apply and are selected for a promotion or a Position of Added Responsibility may be required, at the option of the Employer, to terminate their leave to accept the position.

L15.06 Short term leaves without pay may be granted in exceptional circumstances. Such requests shall be submitted to the Superintendent of People, Culture and Leadership.

ARTICLE L16 LEAVES OF ABSENCE WITH PAY

L16.01 General Conditions

Leaves of absence with pay provided for in this Article will be granted subject to the following conditions:

- (a) Continuation of salary and benefits entitlements;
- (b) Without deduction of sick leave credits;
- (c) Without interruption of seniority or experience credit;
- (d) A teacher on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
- (e) Upon request by the Superintendent People, Culture and Leadership or designate, acceptable evidence verifying the need for the absence will be provided by the teacher.

L16.02 Compassionate Leave

Teachers shall be granted leave with pay in the following circumstances:

- (a) Up to five (5) days in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law.
- (b) Up to three (3) days in the event of the death of any of the following: uncle, aunt, nephew, niece, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a person in a direct *in loco parentis* relationship or a person with whom the teacher resides or resided.
- (c) One (1) day to attend the funeral in the event of the death of a close personal friend.
- (d) Up to three (3) days in the event of serious illness of a child or spouse to arrange alternate care.

Additional leave without pay may be granted by the Principal in extenuating circumstances.

L16.03 Examinations for Professional Development

The Employer shall grant a leave of absence with pay for the time required for the teacher to write an examination having to do with improving professional qualifications, as approved by the Superintendent or designate. Leave will be provided under this provision where the teacher cannot schedule the examination outside the teacher's normal working hours.

L16.04 Religious Holy Days or Creed Based Days of Significance

Up to three (3) days leave with pay in any one school year shall be granted for the observance of recognized religious holy days or recognized creed based days of significance.

L16.05 Quarantine

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties.

L16.06 Court Leave

Leave of absence with pay shall be granted to a teacher who is required:

- (a) to serve on a jury ; or
- (b) by subpoena or summons to attend as a witness in court or other legal proceeding to which the teacher is not a party or one of the persons charged provided the

teacher pays to the Employer any fee, exclusive of travelling allowances or living expenses, that the teacher receives.

L16.07 Professional Activities

Leave of absence with pay shall be granted for professional activities which have been authorized by the Superintendent of Instruction or designate.

L16.08 Non-Birthing Parent Leave

Up to two (2) days leave with pay per child shall be granted in any one school year to a non-birthing parent by the Principal. Such leave may be granted on any day in the period beginning with the day of admission and surrounding the release day from the hospital. Where the birth does not occur in a hospital, the leave of up to two (2) days may be taken to embrace the time of birth.

L16.09 Special Leave

Up to three (3) days of special leave with pay shall be granted in any school year by the Principal for matters of urgent and/or essential personal business including, but not limited to, one (1) day for the moving of personal effects. This leave shall be in addition to the leaves provided for in Article L16.02.

Additional leave without pay may be granted by the Principal in extenuating circumstances.

L16.10 Secondment Leave

A teacher may, upon request, be granted a secondment leave, where in the opinion of the Employer the leave is likely to be of assistance in furthering the teacher's development and in achieving the Employer's goals. The Employer must be fully reimbursed for the cost of the teacher's salary and benefits.

ARTICLE L17 JOB SHARING

- L17.01 (a) The Employer agrees that two teachers at the same or different schools who qualify to apply for a leave of absence without pay, and who have not been declared redundant, may, subject to the approval of the Principals, apply to share one of the participating teacher's assignments. The job sharing arrangement may not result in either participant increasing his/her employment status.
- (b) (i) Job sharing arrangements shall require approval on an annual basis.
- (ii) The proportion that each teacher will be assigned under the job sharing arrangement shall be agreed by the teachers and the Principal prior to final approval.

- (c) A teacher who is job sharing shall have his/her salary, benefits and sick leave credits prorated in relation to what he/she would have received as a full-time teacher, based on the proportion of the assignment being held.
- (d) A teacher may continue all benefits held immediately preceding the job sharing (subject to the terms of the policy) provided the teacher pays the difference in premiums.
- (e) Experience credit for a year in which a teacher is job sharing shall be prorated to the proportion of the assignment being held.
- (f) At the conclusion of the job sharing arrangement, or the second year extension of the arrangement:
 - (i) the teacher who transferred shall have the right to return to a position in his/her previous school that is equal to the employment status held prior to the job sharing;
 - (ii) the teacher holding the position which has been shared shall have the right to a position in the same school that is equal to the employment status held prior to the job sharing.
- (g) For job sharing which has been approved to extend into a third year or longer, the participating teachers will be reduced to part-time status equivalent to the proportion of the assignment held during the job sharing arrangement.

ARTICLE L18 FEDERATION LEAVE

L18.01 Provincial

- (a) A two year leave for Federation business shall be granted without pay to a Teacher who is elected or re-elected for a term of office as a full-time officer of the Federation; or
- (b) A one year leave for Federation business shall be granted without pay to a Teacher who serves in a full-time capacity as a non-elected officer of the Federation.
- (c) The leaves referred to in paragraphs (a) and (b) are subject to automatic renewal and **shall** be further extended by the Employer for further periods of two years or one year, respectively.
- (d) Upon return from a leave the teacher shall be placed in his/her original position in accordance with the right of return in Article L25.03.

A teacher wishing to return early from leave may return if a position is available. On the date stipulated for return in the original leave the teacher shall be placed in accordance with the right of return in Article L25.03.

- (e) These leaves shall be treated by the Employer as secondments provided the Bargaining Unit is prepared to reimburse the Employer for the full costs of salaries and benefits.

L18.02 Local - OSSTF, District 25 - Teachers' Unit

- (a) The Employer agrees that the President, Chief Negotiator, Membership Services Officer and the Professional Services Officer shall be released from 100% of his/her teaching duties in order to undertake his/her elected responsibilities.
- (b)
 - (i) OSSTF (District 25) Teachers' Unit agrees to reimburse the Employer for the full cost of salaries and benefits at Category III, Year 0 plus any allowances determined by the bargaining unit. For the position of Professional Services Officer only the OSSTF (District 25) Teachers' Unit will pay 100% of his/her salary and allowances. For the purposes of reimbursement of benefits, the reimbursed cost shall be deemed to equal eleven percent (11%) of the above noted salary.
 - (ii) The salaries of the Release Officers identified in L18.02 (a) shall be as determined by the OSSTF (District 25) Teachers' Unit with notification accompanying the request for Union Leave.

Notwithstanding the above, should a teacher become eligible for a sick leave gratuity, in accordance with Article L26, the salary for calculation purposes, as required under Article L26.04 shall be exclusive of any additional amount assessed for the purposes of Union Leave.

- (c) The four elected Federation officers referred to in Article L18.02(a) shall retain all applicable rights and privileges as teachers with the Employer.
- (d) The contact for reporting sick leave usage by employees on Union Leave shall be the Human Resources Officer.
- (e) Requests for Leave for Federation business (excluding joint Employer/ Federation Committees and the Negotiating Team) on an incidental basis shall be directed to and arranged with the Superintendent of Human Resources or designate. All requests by OSSTF members for such leaves shall be coordinated through the Bargaining Unit.

These requests (in half day or full day increments) shall not exceed 125 teaching days in total or 15 teaching days for any one individual in any one school year. The Bargaining Unit shall reimburse the Employer for incurred Occasional Teacher costs.

- (f) Up to six (6) members of the Bargaining Unit who are members of the local Negotiating Team shall be released with no loss of salary for time spent in negotiating meetings with the Employer, provided negotiations continue in a mutually acceptable manner. The Board will pay the incurred costs for up to three (3) Occasional Teachers as required, with the Bargaining Unit agreeing to

reimburse the Board for any additional costs incurred for Occasional Teachers to replace members of the Negotiating Team.

ARTICLE L19 PREGNANCY/PARENTAL/ADOPTION LEAVE

L19.01 Pregnancy Leave

- (a) Pregnancy leave of up to seventeen (17) weeks without pay (subject to amounts payable under Article L19.05 - SEB Plan) shall be granted in accordance with the Ontario Employment Standards Act upon written request provided that:
 - (i) the teacher has been employed by the Employer for at least thirteen (13) weeks preceding the expected date of birth;
 - (ii) the teacher provides a doctor's or midwife's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of the pregnancy leave.
 - (iii) the teacher notifies the Employer as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave.

L19.02 Parental/Adoption Leave

- (a) In accordance with the provisions of the Ontario Employment Standards Act, a teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to parental/adoption leave without pay. (subject to amounts payable during adoption leave under Article L19.06 SEB Plan).
- (b) A teacher who has been granted a pregnancy leave shall be granted parental leave in accordance with the provisions of the Ontario Employment Standards Act upon written request received at least two (2) weeks prior to the date the leave commences.
- (c) Where pregnancy leave has not been taken, a teacher may, following the birth of the teacher's child or an adopted child coming into the custody care and control of the parent for the first time, take parental/adoption leave in accordance with the provisions of the Ontario Employment Standards Act upon written request at least two (2) weeks prior to the date the leave commences. The teacher is required to provide documentation verifying the birth or adoption of the child prior to the leave being granted.
- (d) A teacher may return to work prior to conclusion of the leave provided the teacher gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.

L19.03 General Provisions for Pregnancy or Parental/Adoption Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental/adoption leave.
- (b) Seniority shall continue during any term of pregnancy or parental/ adoption leave.
- (c) Entitlement to benefits shall be in accordance with the terms and conditions of the Central Agreement and the Employee Life and Health Trust (“ELHT”).
- (d) At the discretion of the Employer, pregnancy or parental/adoption leave may be granted to a teacher who has not been employed with the Employer for thirteen (13) weeks.
- (e) Consideration of teachers who apply for a promotion or Position of Added Responsibility, and who make themselves available for interviewing, shall not be affected by absence on pregnancy or parental/adoption leave.
- (f) Sick leave credits shall accumulate for the teacher during the time of pregnancy or parental/adoption leave.

L19.04 Leave of Absence following Pregnancy/Parental/Adoption Leave

- (a) Leave Entitlement

Full-time and Part-time leave of absence without pay immediately following the statutory pregnancy and parental/adoption leave shall be granted by the Employer for up to four (4) years subject to the terms and conditions in Article 15 (Leaves of Absence Without Pay). The four (4) year leave entitlement will not be extended for part-time leaves. The return to work following a leave taken pursuant to this provision must coincide with the beginning of the school year or semester as defined by the school year calendar.

- (b) Full-time Return

Where a teacher returns to a full teaching load following a statutory birth/adoption leave and, within the three year period following such return, subsequently wishes to decrease the teaching load, the teacher may apply for full or part-time leave commencing the next semester or school year. Such leave may not extend past the 4 year period following the end of the statutory birth/adoption leave.

- (c) Subsequent Birth following a Part-time Return

Where a teacher returns from statutory birth/adoption leave to a reduced teaching load and, within two years, the teacher applies for a subsequent statutory birth/adoption leave, the teacher will be eligible for a new four (4) year leave entitlement immediately following the end of the subsequent statutory leave.

- (d) Subsequent Birth while on Full-time Leave

Where a subsequent birth or adoption occurs prior to the teacher returning from full-time leave, the teacher will be entitled to a subsequent statutory pregnancy/adoption leave and may access the remaining time, if any, from the initial four (4) year leave entitlement period.

All other provisions related to leaves of absence without pay shall apply to leaves granted under this paragraph.

L19.05 Pregnancy SEB Plan

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP 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.
- l) 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.
- m) The parties agree that, for the purposes of Pregnancy Leave Benefits, references to “E.I. Benefits” or “employment insurance benefits” in the Central Agreement shall be deemed to include benefits payable to residents of the Province of Quebec pursuant to the Quebec Parental Insurance Plan.

L19.06 Adoption SEB Plan

The Employer will provide an adoption leave EI SEB Plan as follows:

- (a) for the first two (2) weeks of the leave at 95% of the teacher’s salary.
- (b) commencing with the third week of the leave, teachers granted adoption leave and entitled to EI shall be entitled to receive a top-up of Employment Insurance provisions to 90% of salary for a period of 4 weeks.
- (c) commencing with the seventh week of the leave, teachers granted adoption leave and entitled to EI shall be entitled to receive a week 7 to 17 benefit of \$150.00 per week.

No payment shall be made for any periods during which the teacher is not otherwise entitled to earn pay. Notwithstanding the above, where the one (1) or two (2) week waiting period falls during the Christmas, March Break, July or August period, where a teacher is not entitled to earn pay, the teacher shall be entitled to the 95% SEB Plan under 19.05 (a) only.

Quebec Residents

The Employer will provide an adoption leave EI SEB Plan to Quebec residents as follows:

- (a) commencing with the first week of leave, teachers granted adoption leave and entitled to EI shall be entitled to receive a top-up of Employment Insurance provisions to 95% of salary for a period of 2 weeks.

- (b) commencing with the third week of leave, teachers granted adoption leave and entitled to EI shall be entitled to receive a top-up of Employment Insurance provisions to 90% of salary for a period of 4 weeks.
- (c) commencing with the seventh week of the leave, teachers granted pregnancy/adoption leave and entitled to EI shall be entitled to receive a week 7 to 17 benefit of \$150.00 per week.

No payment shall be made for any periods during which the teacher is not otherwise entitled to earn pay. Notwithstanding the above, where the first and or second week of leave falls during the Christmas, March Break, July or August period, where a teacher is not entitled to earn pay, the teacher shall be entitled to receive a top-up of Employment Insurance provisions to 95% of salary for a period of one or two weeks in accordance with (a) above.

ARTICLE L20 SICK LEAVE

Administration of Sick Leave Plan

L20.01 The Director of Education or designate shall keep a register or registers in which shall be entered the credits. The Employer shall provide access to this information electronically.

Sick Leave Deductions

L20.02 A teacher is eligible for sick leave, in accordance with Part A, when the teacher is not on other leave with or without pay, unless otherwise provided for in the Agreement.

L20.03 (a) The Employer reserves the right to require a medical certificate on three or more consecutive days' absence;

- (b) Notwithstanding Article L20.03(a), after notifying the Superintendent of Schools and the Bargaining Unit President of the reasons for concerns regarding a teacher's absences, the Principal may require a teacher to provide a medical certificate.

- (c) Where an employee is requested by the Employer to provide a medical certificate under Article L20, the cost will be borne by the Employer.

L20.04 (a) Deductions shall be made from an employee's sick leave credits for the number of days absent because of illness.

- (b) Where a teacher is absent for less than a school day, the deduction shall be prorated on the basis of the actual number of classes missed.

L20.05 Injury on Duty Leave

A teacher who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace Safety Insurance Act and who reports such injuries immediately in accordance with procedures established by the Employer, shall be granted Injury on Duty Leave with pay for the period of absence to a maximum of fifty (50) working days for any one (1) incident.

Beyond fifty (50) working days, the provisions of the Workplace Safety Insurance Act apply.

L20.06 Long-Term Disability

- (a) A teacher on Long Term Disability Leave is a teacher who is receiving disability benefits under the Ontario Teachers Insurance Plan.
- (b) A teacher on Long-Term Disability Leave shall remain eligible for all the terms and provisions of this Agreement unless specifically excluded.

ARTICLE 21 STAFFING AND WORKING CONDITIONS

L21.01 (a) Average Daily Enrolment (ADE) for Staffing Purposes

The ADE for staffing purposes is generated by students under the age of twenty-one (21) projected to be in credit generating or credit equivalent programs within the regular day schools, Adult High School and Alternate program for the school year. Staff shall be generated based on this ADE in the spring and subject to 1 October actual enrolment, the ADE may be revised in the fall.

(b) Dual Credit

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

L21.02 Basic Staff Entitlement (BSE)

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

Note: The Parties agree to adjust the staffing summary sheet to include an additional column for Student Success Teachers (30) and Student Success Teachers/Programming Enhancements (totaling 30 over the course of the next 4 years)

The BSE shall be allocated as credit/credit equivalent classroom sections to regular day schools, Adult High School (under 21) and Alternate program in accordance with Article L24 and based on the following:

- (i) Adult High School (under 21) to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations, based on under 21 enrolment;
- (ii) Alternate Program to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations, based on maximum projected enrolment;
- (iii) Regular Day School programs by means of a Staff Allocation formula as determined by the Secondary Staffing Committee.

L21.03 Additional Staff Entitlement (ASE)

In addition to the total number of positions generated by the Basic Staff Entitlement (BSE), as determined in Article L21.02, the following shall apply with respect to the staffing for the following positions and program areas:

$$X = \frac{ADE}{1,000}$$

(a) Guidance:

- (i) System Generator = 2.6 X
- (ii) The staff generated in (i) distributed equitably among the secondary schools based on sections and school ADE. Notwithstanding the above, each vocational school shall be allocated at least two (2.0) FTE Guidance.

(b) Library

1.0 FTE Teacher Librarian to each school.

(c) Learning Support Teacher (LST)

- (i) System Generator = 1.41 X
- (ii) Learning Support Teachers generated above shall be allocated as follows: 1.0 FTE to each secondary school, and the balance distributed on the basis of school needs by the Secondary Staffing Committee.

(d) Adult High School

The Adult High School delivery model shall be based on Board budget decisions and provincial funding.

(e) Central Support Positions

The Board shall continue to allocate teaching positions on a discretionary basis to central support assignments based on Board budget decisions and provincial funding.

(f) ESL/ELD

The Board shall continue to allocate ESL/ELD teaching positions on a discretionary basis based on Board budget decisions and provincial funding.

(g) Special Education

The Board shall continue to allocate Special Education teaching positions on a discretionary basis based on Board budget decisions and provincial funding.

L21.04 In the event that the staffing requirements as outlined in Articles L21.01, L21.02 and L21.03 are not met by fifteen (15) October of the current school year then the Bargaining Unit may submit a grievance directly to binding arbitration in Article L30 of this Collective Agreement.

L21.05 Workload Assignment

- (a) Each full-time teacher shall be assigned 1125 minutes of instruction time for every 5 instructional days on average over the school year. A full-time teacher will be assigned a maximum of six (6) credit courses or equivalent (i.e. Guidance, Library and Special Education Programs).
- (b) In a semestered school, no teacher as identified in L21.05(a) above will be assigned more than 3.0 credit and/or credit equivalent courses per semester (or equivalent for a non-semestered school) except by the mutual agreement of the teacher affected, the Board and the Union.
- (c) Part-time teacher workload shall be pro-rated to that of full-time teachers.
- (d) In addition to the above, all teachers will be assigned alternative duties, which will include worked on-calls and supervision. For teacher-librarians, guidance teachers, special education resource teachers, alternative duties may be assigned in their area.

Every teacher will be assigned the equivalent of 50 half periods of alternative duties, which may include up to 22 half-periods (37.5 minutes) of worked on-calls.

Department Heads shall be assigned 10 fewer alternative professional assignments.

- (e) Alternative duty assignments (on-calls, supervision) shall be equitably timetabled among classroom teachers. Alternative duty assignments shall be distributed evenly through the school year except with the mutual consent of the teacher affected and the principal.

- (f) Teachers shall not be assigned any duties other than those in L21.05 (a) to (d) above. Unassigned time shall be available to each teacher for preparation and marking.

- (g) Alternate Program

Notwithstanding L21.05 (a) to (d) alternate program teachers will be assigned to fulfill the traditional alternate program responsibilities within their areas for the program's instructional day.

- (h) Any workload assignments that are not described above shall be developed with the mutual consent of the teacher affected, the principal, the Board and the Union, to assure compliance with the collective agreement, the Education Act and the Regulations.

- (i) Lunch

Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes, free from assigned duties, after 10:00 a.m., either concurrent with a student lunch period, or in the period immediately preceding or immediately following the student lunch period.

- (j) Every effort shall be made to limit the number of preparations for each teacher. The principal shall meet with the ISSC no later than the end of May to discuss what steps had been taken to limit the number of preparations for each teacher.

- (k) The Board recognizes the significant contributions teachers make in their voluntary support for extra-curricular activities. Extra-curricular activities shall not be assigned to any bargaining unit member.

- (l) Teachers will have a reasonable opportunity to propose items be placed on the agenda in advance of regularly scheduled staff meetings.

- (m) The Principal shall disclose to staff the school budget allocation upon receipt from the Board each Fall. An update of the utilization of budget funds will be provided during the Winter term of each year.

- (n) No Teacher shall sit in or be present for any interview of an OSSTF-TBU member unless they are interviewing for the position.

- (o) Exam Supervisions shall be posted or distributed at least two (2) weeks before the commencement of exams. The schedule is subject to changes, as may be necessary.

- (p) Regularly Scheduled Staff Meetings

The Employer shall make every reasonable effort to identify the dates of regular staff meetings within the first month of the school year and communicate this to all teachers. It is understood that a regular staff meeting may need to be rescheduled due to unforeseen operational requirements. Every reasonable effort

shall be made by the Employer to limit regularly scheduled staff meetings to no more than one per month. Teachers are expected to attend regularly scheduled staff meetings. Teachers who are unable to attend the meeting should inform the Principal in advance of the staff meeting except where advance notice would be impracticable.

- (q) Principals shall survey teachers regarding their preferred teaching assignments for the following school year as part of the Spring staffing process.

L21.06 Mileage Expenses

When a teacher is required to travel between schools in the course of his/her prescribed duties, or in the course of employer business is required to operate a vehicle, that teacher shall be reimbursed as per entitlements outlined in the applicable Board policy/procedure.

L21.07 (a) Workload Maxima

	Max
Academic	28
University & University/College	30
Applied	24
College	25
Open (9/10)	26
Open (11/12)	28
Practical/ Workplace	20
Locally Developed	17
K courses (credit /non-credit)	17
Mixed Academic/ Applied	24
Split Grades	Lowest Max.
Co-op (credits per section)	30
Adaptive sites co- op (credits per section)	18
E-Learning	35

Notwithstanding the above, individual classes in semestered and non-semestered schools may exceed the maximum by up to eighteen percent (18%) until 1 October and, in semestered schools, up to the tenth (10th) working day of the second semester.

- (b) Notwithstanding (a), the cap for 10% of classes in the school board may be exceeded by up to 2 students with the exception of the E-Learning cap, which cannot be exceeded.
- (c) No teacher will have more than two classes per semester or equivalent in non semestered schools impacted by paragraph (b) without consent.
- (d) There shall be no change to local Special Education class size caps identified in Section 31 of Regulation 298 under the Education Act.
- (e) Exceptions in (b) shall be shared with the Secondary Staffing Committee and the In School Staffing Committees.

L21.08 School Year

The maximum length of the school year shall be the minimum number of school days as prescribed by the applicable Education Act Regulation.

ARTICLE L22 POSITIONS OF ADDED RESPONSIBILITY

L22.01 Positions of Added Responsibility shall be allocated to all schools (exclusive of Adult H. S. and Alternative Sites) on the following basis:

<u>Previous Year's School Enrolment (31 October)</u>	<u>Number of Positions of Added Responsibility</u>
under 900	six (6) Heads
900 - 1,149	seven (7) Heads
1,150 - or more	eight (8) Heads

The Adult High School shall be entitled to four (4) Positions of Added Responsibility.

L22.02 Positions of Added Responsibility Structure

There is no term tied to the school's Positions of Added Responsibility structure. Some program responsibilities will be reviewed/adjusted annually. Subject responsibilities may be reviewed/adjusted annually if equity or workload becomes a concern due to shifting in student course selection. Some minor subject responsibilities may be reviewed/adjusted so long as the specialist subject for which the incumbent was selected remains. The Positions of Added Responsibility structure shall not include any job sharing of Leadership positions. This will be carried out by the Principal, in consultation with the ISSC.

L22.03 Changes to Positions of Added Responsibility Entitlement

Where the school's Positions of Added Responsibility entitlement is decreasing, the Principal, in consultation with the ISSC, will review the structure. Once the Principal determines the position to be eliminated, and should an incumbent be displaced, the incumbent shall be entitled to an interview for Positions of Added Responsibility vacancies posted for the following or subsequent school years (within the four (4) year term period) for which he/she is qualified and to which he/she applies.

An incumbent who is displaced and does not obtain a Position of Added Responsibility following an interview for a vacancy for which he/she is qualified shall have his/her salary and allowance red circled for the remainder of the term for which he/she was displaced.

L22.04 Incumbents will be entitled to a four (4) year term (4 complete school years). Where the incumbent does not hold the required specialist qualification, the four (4) year term will be subject to the teacher obtaining the specialist requirement within the first two (2) years of the appointment.

L22.05 Leave from a Position of Added Responsibility

A Head may be granted up to one (1) year leave from his/her Position of Added Responsibility and allowance under the general conditions of Article L15.01 with the exception of L15.01(b) and (c). The period of leave as set out herein shall not run during a Pregnancy/Parental/Adoption leave as set out in Article L19. During this time of leave, the Head could remain teaching full-time or be on a part-time leave of absence without pay. The Position of Added Responsibility will be staffed on an internal acting pay basis.

L22.06 Right of Return from Leave

An incumbent on leave will maintain right of return to his/her Position of Added Responsibility for one (1) school year. If the incumbent continues on leave beyond the year, the incumbent will only have right of return as a teacher to his/her original school, subject to transfer/redundancy. The statutory fifty two (52) week leave under pregnancy/parental leave will not affect right of return and will not be considered as part of the one (1) year right of return. Leaves of absence shall not extend the term.

L22.07 Job Sharing

- a) Subject to the requirements in L22.07(b) below, an incumbent is entitled to job-share the Position of Added Responsibility ("PAR") and allowance for up to one school year on the approval of the Principal with application prior to March 1 of the previous school year. Any applications filed after March 1 will only be considered at the discretion of the Principal.
- b) Job Sharing pursuant to (a) is subject to the following terms and conditions:
 - (i) Effective September 1, 2021, PAR job share partners shall be selected by the Employer pursuant to a school wide posting/application process. An approved job share arrangement may be extended on a school year basis, by mutual consent, until the end of the PAR term only;
 - (ii) Effective September 1, 2021, the approved job-sharing arrangement must be agreed to in writing by the incumbent, the Job-Sharing Partner (internal acting pay appointment) and the Principal with the allowance and responsibilities shared on a 50:50 basis.

L22.08 Acting Pay

Full School Year - Where a Position of Added Responsibility is to be filled behind an incumbent who is taking a leave of absence for a full school year, this temporary acting pay position will be advertised to the system. Where a teacher transfers to accept this one (1) year temporary assignment, the teacher shall maintain right of return to his/her original school as a teacher at the end of that school year, subject to transfer/redundancy procedures.

Less Than a School Year - Where a Position of Added Responsibility is to be filled behind an incumbent who is absent for less than a school year for reasons including leave of absence, sick leave, etc. this temporary assignment will be advertised and open to interested and qualified staff from within that school.

Where a vacancy occurs mid-year (e.g. due to a retirement) the position may be staffed on an acting pay basis for the balance of the school year.

L22.09 The Board accepts the union's position regarding non-participation of OSSTF members in the assessment and selection of teachers for Positions of Added Responsibility.

Notwithstanding the above, department heads shall continue to provide input into school needs and/or departmental direction.

ARTICLE L23 SENIORITY

L23.01 Separate seniority lists shall be established for Regular Day School teachers, Continuing Education teachers and Home Instruction teachers, in accordance with the applicable articles of this collective agreement.

L23.02 Secondary Regular Day School Seniority List

For Secondary Regular Day School teachers, seniority shall be defined as the length of continuous service as a secondary regular day school teacher with the Ottawa-Carleton District School Board from the first day worked (except as outlined in Article L23.03). Any approved leave of absence or layoff with recall rights shall not be considered an interruption of continuous service.

For teachers hired on or after 1 September 2004, the length of continuous service shall include previous service with the OCDSB where employed on a Letter of Permission provided that there has been no break in service.

L23.03 Notwithstanding the above, the following provisions shall apply to teachers under contract with the Ottawa-Carleton District School Board up to and including 31 August 1998:

First day worked, for purposes of seniority, shall be established based on continuous service with the Ottawa-Carleton District School Board and with either predecessor board as a teacher, including;

- (a) Continuous Elementary teaching experience up to 31 August 1994,

- (b) Continuous Adult Day School teaching experience any time since 1 September 1979,
- (c) (i) Evening Credit Program teaching experience within the regular school year, i.e. 1 September to 30 June that is continuous with a break of not more than two (2) consecutive terms any time since 1 September 1986;
- (ii) The burden for providing satisfactory proof of service under paragraph (c) (i) with the former Carleton Board of Education between 1 September 1986 and 31 August 1989 shall rest with the teacher.

Note: Teaching experience (as outlined in Article L23.03) is defined as teaching experience on contract as a certified teacher.

L23.04 The Ottawa-Carleton District School Board regular day school teachers' seniority list shall be rank ordered in accordance with Articles L23.02 and L23.03 such that the most senior Bargaining Unit member is first on the list and the most junior is last on the list.

L23.05 Should a tie in the rank order occur based on the first day of work, the following criteria shall be used to break the tie:

- (a) Total years of secondary teaching experience with the employer or its predecessor boards including:
 - Continuing Education experience in credit programs for Evening, Summer, International language and/or Trading Places; and
 - Long Term Occasional teaching experience which immediately preceded and was continuous with teaching experience on contract within the same school year and/or the immediately preceding school year.

and where that is equal

- (b) Total years of elementary regular day school teaching experience with the employer or its predecessor boards;

and where that is equal

- (c) Total years of regular day school teaching experience with other employers;

and where that is equal

- (d) By a random number procedure in the presence of the President of the Bargaining Unit or designate.

- Note:
- i) Teaching experience (as outlined in Article L23.05) is defined as teaching experience on contract as a certified teacher.
 - ii) Teaching experience (as outlined in Article L23.05) refers only to experience gained prior to the established seniority start date determined in Article L23.02 or L23.03.

- iii) In calculating teaching experience outlined in Article L23.05 (a), (b) and (c), a teacher cannot accumulate more than one (1) year's teaching experience in any given school year (1 September - 31 August) and such experience is pro-rated to actual time worked (e.g. half-time teaching contract equals 0.5 years teaching experience per year; Continuing Education Credit Program experience, one (1) credit equals 0.17 years teaching experience.)

L23.06 The seniority list shall be posted in all secondary schools/sites with copies forwarded to the President of the Bargaining Unit no later than 15 February of each school year. The list shall include the seniority number, name and the date of the first day worked for each teacher (which shall be referred to as the seniority start date).

L23.07 No later than 15 February of each year, the Board shall also post seniority lists showing the relative seniority of the teachers within each school. Such lists shall be sent to the appropriate principal with copies being sent to the President of the Bargaining Unit.

L23.08 Errors in the calculation of a member's seniority shall be brought to the attention of the Board no later than 5 March of each year or the list shall be deemed correct. The Bargaining Unit shall consult with Human Resources as part of the process and the necessary corrections and/or amendments will be carried out and the corrected lists published by 20 March or the first Monday following the March Break, whichever is later.

L23.09 Ranking of teachers' seniority pursuant to this article shall remain constant from year to year except for the addition and deletion of names or the correction of errors.

ARTICLE L24 SECONDARY STAFFING COMMITTEE

- L24.01 (a) There shall be a Secondary Staffing Committee comprised of the following six (6) voting members:
- up to three (3) representatives of the Employer, including the Supervisory Officer responsible for secondary staffing or a designated Supervisory Officer;
 - up to three (3) representatives of the Bargaining Unit.

Additional representatives may be invited to attend as resource to deal with the specific subject matters under discussion. Each party shall bear the costs, if any, associated with the attendance of these additional representatives.

- (b) In addition to the Committee, a teacher will be released two-thirds time (0.67) from his/her full time teaching duties to serve as resource to the Committee. The primary responsibilities assigned to the resource person shall be to support the Committee with respect to the completion of the duties described below in paragraph (c), and, where time permits, perform other related secondary staffing duties as may be assigned by the Superintendent of Human Resources.

If the position becomes vacant, the position shall be posted within the secondary panel. The interview committee will include an equal number of Bargaining Unit

and Employer representatives, and will be responsible for selecting the successful applicant.

- (c) The Committee shall meet a minimum of five (5) times per school year, and further meetings will be held as soon as possible upon the request of either party and make recommendations to Senior Staff with respect to the following:
- The initial allocation of staff for each secondary school based on staffing entitlements and predicted enrolments;
 - The allocation of any spring and fall staffing reserves;
 - The September review of staff allocations based on staffing entitlements and actual enrolments;
 - The establishment and conduct of a Teacher Workload Survey on the distribution of workload within a given school and the system with a view to ensuring consistent working conditions, including supervision and preparation time assigned to staff.

In the event that the Committee's recommendations are not accepted by Senior Staff, the Committee shall meet within ten (10) days of this decision for purposes of discussing the reasons for the decision.

- (d) The Committee shall also meet as outlined in Article L25 - Staffing Procedures. During the staffing process the Committee shall be provided with copies of relevant staffing information, including form letters sent to teachers, lists of names of teachers declared surplus/redundant, vacancy lists and school organizational charts.

ARTICLE L25 STAFFING PROCEDURES

- L25.01 (a) The following staffing procedures shall apply to all members of the Bargaining Unit, to provide for the staffing of regular day school programs for the commencement of a school year.
- (b) Staffing procedures with respect to Positions of Added Responsibility shall be in accordance with Article L22.

L25.02 Enrolment Predictions

- (a) No later than the Wednesday following March Break, the predicted school enrolments will be approved by Senior Staff following consultation with the Planning Department, Principals, Superintendents, and the Human Resources Department and then be distributed to the Secondary Staffing Committee.
- (b) By the second Monday in April, each principal shall be notified as to his/her school's initial staff allocation as per Article L24.01(c).

L25.03 Right of Return

- (a) Teachers on leave, including but not limited to LTD, sick leave, special assignment, external exchanges or secondment, will have right of return upon completion of their leave to the school from which they left, subject to surplus/redundancy procedures.
- (b) No later than 1 March, all teachers returning to schools from a leave, special assignments, and so on, for the following school year, shall confirm the date of their return with the Human Resources Department who will in turn notify the appropriate Principal to include the teacher on the school organizational chart.
- (c) A teacher returning from a leave of absence without pay shall provide to the Board proof of status with the Ontario College of Teachers prior to returning from the leave.
- (d) A teacher returning from a leave of absence without pay shall provide to the Board an Offence Declaration prior to returning from the leave.
- (e) A teacher who has been successful in a competition for a Vice Principal position may be appointed to a Vice Principal vacancy on a probationary basis. The teacher shall assume the full duties and responsibilities of the Vice Principal. The teacher will retain their right to return to the bargaining unit without loss of seniority for a period of up to one year.
- (f) Effective September 1, 2024: If a teacher occupying a Position of Added Responsibility (“PAR”) is appointed to a Vice Principal vacancy on a probationary basis and returns to the bargaining unit within the first year of appointment pursuant to (e), the teacher will be paid their previous PAR allowance for a period of one (1) year or to the end of the original headship term, whichever comes first.

L25.04 External Teacher Exchanges

A teacher may arrange an exchange with another employer or with a teacher employed by the Board in the elementary panel. Exchanges are subject to the mutual consent of the teachers and Principals involved. Normally these exchanges will be for a complete school year.

L25.05 Internal Teacher Exchanges

- (a) In the interest of professional growth and development, teachers with mutual consent and with the consent of the Principals may exchange positions within the secondary panel. For the first year of such an exchange (or a one (1) year extension), the teachers shall be considered as staff members of their original school. At the end of the first year, the teachers involved will:
 - (i) revert to their original school, or
 - (ii) extend their exchange for one year by mutual consent of all parties, or
 - (iii) make the exchange permanent by mutual consent of all parties.
- (b) Approval of exchanges will be subject to confirmation that the teachers are not declared surplus or redundant through the Spring Staffing Process.

L25.06 Itinerant Teachers

- (a) An itinerant teacher shall not be assigned to more than two (2) locations.
- (b) A teacher who is itinerant will be given special consideration with respect to the assignment of supervisory duties and will only be assigned supervision duties in one location.
- (c) An itinerant teacher shall maintain right of return to the originating school for the same contractual status held immediately prior to being declared itinerant. Right of return shall include vacancies for which the teacher is qualified and which arise prior to the conclusion of the Fall Staffing Process.
- (d) For purposes of spring staffing, an itinerant teacher shall be considered as part of the originating school's organization chart for the same contractual status held immediately prior to being declared itinerant, subject to surplus/redundancy provisions.
- (e) This article does not apply to teachers who accept an itinerant assignment in order to increase their contractual status.
- (f) A teacher who is declared surplus to their current school and is subsequently assigned to two other schools as itinerant, retains the right of return to each of these two schools in accordance with the proportion of their assignment to the two schools, subject to (c) above.

L25.07 In-School Staffing Committee (ISSC)

- (a) An In-School Staffing Committee shall be established annually by 1 January.
- (b) The Committee shall consist of the following eight (8) members from within the school: Principal; a Vice Principal; Branch President; CBC Rep; one (1) teacher holding a Position of Added Responsibility and three (3) other teachers elected by all the teachers.
- (c) No later than the third Monday in April, the Principal shall present to the In-School Staffing Committee a tentative organizational structure for the coming school year.
- (d) The Committee shall review the tentative organizational structure (which includes projections for course enrolments, course sections, and class sizes) and make recommendations for change, if any, to the Principal.
- (e) The Principal, after due consideration of the Committee's recommendation, will present the organizational structure to the school staff no later than the last Monday in April.
- (f) No later than the last Monday in April, the Principal will advise the Committee of the names of teachers who are surplus to the needs of the school (i.e. the most junior in seniority, providing those remaining and tentatively assigned are qualified to meet program needs).
- (g) Within two (2) weeks of the beginning of the school year and also prior to Semester II, the Principal will meet with the Committee for the purpose of eliciting staff input regarding the allocation of supervision for the school year. The Committee shall review the supervision schedule and make recommendations for change, if any, to the Principal prior to implementation.

A supervision schedule shall be posted or distributed by the end of the 3rd week of school for Semester I and by the first day of Semester II. A summary of on-call usage (per teacher) shall be posted monthly.

It is recognized that the supervision schedule is subject to change.

- (h) The In-School Staffing Committee shall review the allocation of workload assignments. Within six (6) weeks of the beginning of the school year, or the beginning of each semester, a meeting shall be held in each school at which the Principal shall explain the assignment of staff in that school.

(i) Positions of Added Responsibility:

In determining the equity of workload, the Principal, in consultation with the ISSC, should consider the following; the number of sections, subjects, teachers and program responsibilities. In making adjustments to program responsibilities and subject responsibilities for leadership positions, the Principal will consult with the ISSC.

Where the school's Position of Added Responsibility entitlement is decreasing, the Principal, in consultation with the ISSC, will review the structure.

L25.08 Tentative Assignments for the following School Year

- (a) At least 48 hours prior to the posting of the first vacancy list, the Principal will advise individual teachers of their tentative subject areas for the following school year.
- (b) By the last school day in June, the Principal will provide individual teachers with their tentative class assignments and sizes for planning and review.
- (c) Prior to the beginning of the school year, Principals will make instructional timetables available to individual teachers.

L25.09 School Organizational Charts to Human Resources

- (a) Based on tentative school allocations, the Principal shall submit a tentative school organizational chart to the HR Department no later than the last Monday in April. The organizational chart shall reflect staffing for the coming school year as follows:
 - names and assignments of teachers (including those assigned to Positions of Added Responsibility);
 - known vacancies;
 - names of teachers who are surplus to the needs of the school (most junior in seniority, providing those remaining and tentatively assigned are qualified to meet program needs). Teachers will be advised verbally by the Principal that they have been tentatively identified as surplus to the needs of the school;
 - memoranda of exceptions where a more junior teacher is being retained due to program needs.
- (b) Throughout the staffing process, school organizational charts will be submitted to the HR Department as revisions occur to the school staffing.

The final organizational chart shall be subject to approval by the appropriate Superintendent of Schools.

L25.10 Surplus Notification

- (a) The Secondary Staffing Committee shall meet prior to the second Monday in May in order to review and monitor the determination of data and surplus situations. The Committee will determine the potential for any net reduction in the system staff complement and project the number of teachers that could be affected.
- (b) Immediately following verification by the Committee, teachers who are determined to be surplus to the needs of the school shall be notified in writing by the Human Resources Department.

L25.11 Posting of Vacancy Lists

- (a) All vacancies which are identified on school organizational charts for the following school year will be posted in the schools up to the first Friday in June. The first vacancy list shall be restricted to those Teachers who have completed six (6) consecutive years in the same school. A vacancy is a position that will exist for the ensuing school year and to which no teacher has been assigned.
- (b) Subject to seniority, a teacher declared surplus shall have right to return to any vacancies arising from their originating school for which they are qualified. Prior to posting a vacancy, the principal shall offer the vacant position to any such teachers.
- (c) All teachers, including those returning to the system, and those requiring placement because of surplus to school situations, may apply for published vacancies, in accordance with contractual entitlement.
- (d) Where a teacher has been selected for a vacancy, that vacancy shall be considered filled and the teacher's former position in turn shall be declared vacant [subject to (b) above] and posted on the next vacancy list.

Once having accepted a vacancy, orally or in writing, a teacher shall not be entitled to apply for a subsequent vacancy with the exception of situations in which the teacher is declared surplus to the school or system or has declared his/herself voluntarily surplus in accordance with Article L25.15.

- (e) At least three (3) qualified applicants will be interviewed. If fewer than three (3) qualified applicants apply, all applicants will be interviewed.
- (f) In the event that all existing teachers entitled to a position, are placed in accordance with their contractual status and qualifications, any remaining vacancies shall be filled from among qualified applicants in the following order:
 - Consideration shall be given to part-time teachers who wish to increase their employment status;
 - Consideration shall be given to continuing education and home instruction teachers;
 - External hires.

L25.12 Measures to Avert Redundancy

Prior to any declaration of redundancy for 31 August, the Secondary Staffing Committee will meet to examine measures which could have the effect of averting such declarations. These measures could include, but are not limited to, granting of leaves of absence, job sharing, retirement incentives, and inter-panel transfers.

L25.13 Redundancy Determination

Should it be necessary to determine redundancy, the Secondary Staffing Committee shall meet prior to the second Friday in June for 31 August to ensure that the displacement of redundant teachers has been done in accordance with the principle of seniority, provided the teachers remaining are qualified. It is understood that:

- (a) Teachers remaining on the surplus list will displace the least senior teachers in the system who have assignments for the next school year which the teachers on the surplus list are qualified to assume.
- (b) Teachers so displaced will be those declared redundant to the secondary system effective 31 August. These teachers will be notified by the Board in writing by no later than the second Friday in June.

L25.14 Voluntary Surplus Declaration

Teachers with seven (7) years or more consecutive service in the same school who are not in the Supervision for Growth appraisal process under a repeat performance or who are not under review as per Procedure 602.HR, may voluntarily declare themselves surplus to their school for the following school year. Such declarations shall be made in writing to the Principal with a copy to Human Resources by 10 April.

The surplus teacher relinquishes his/her right of return to his/her originating school. The teacher may apply to vacancies in accordance with Article L25.11 Posting of Vacancy Lists. If the teacher has not secured a placement as noted above, the teacher will be placed in accordance with Article L25.13 (a) Redundancy Determination.

L25.15 Vacancies Arising Prior to the New School Year

Subject to seniority and qualifications, vacancies arising during the period from the second Friday in June to the start of the new school year shall be filled in the following order:

- (a) Teachers who are itinerant shall have the right to be placed into a vacancy for which they are qualified which may arise at either of their itinerant schools.
- (b) Teachers declared surplus to their school shall have the right to be placed into a vacancy at their originating school;

- (c) Teachers placed into an assignment that requires them to teach subjects not on their Ontario Certificate of Qualification (OCQ) shall have the right to be placed into a vacancy within the same school which matches their OCQ subject area(s);
- (d) Redundant teachers;
- (e) Consideration shall be given to teachers who apply for vacancies in the following order:
 - Teachers who have requested voluntary transfers;
 - Part-time teachers who wish to increase their employment status;
 - Continuing education teachers, home instruction teachers; and
 - External hires.

25.16 Fall Placements

- (a) The Secondary Staffing Committee shall monitor staffing and enrolment figures for schools throughout the month of September. The final staff entitlement for each school as calculated in accordance with Article L21 shall be based on the actual student enrolment on 1 October.
- (b) Within the total staff allocated to the system, the Secondary Staffing Committee shall make adjustments to the staffing levels in each school according to Article L24.01 (c).
- (c) The teachers transferred as a result of any adjustments to staffing levels will be the most junior in seniority providing that those remaining possess the necessary qualifications. The transferred teacher will, upon request, be given one full school day prior to the commencement of the new assignment in order to make necessary preparation.
- (d) Vacancies that arise after the commencement of the school year and those remaining once the staffing imbalances have been resolved will be staffed, subject to seniority and qualifications, in the following order:
 - (i) Teachers who are itinerant shall have the right to be placed into a vacancy for which they are qualified which may arise at either of their itinerant schools;
 - (ii) Teachers who have right of recall as defined in Article L28.03;
 - (iii) Consideration shall be given to teachers in the following order:
 - Part-time teachers who wish to increase their employment status;

Such increases will apply only where the teacher is not displaced from their current assignment;

- Continuing education teachers, home instruction teachers; and
- External hires.

L25.17 Semester II Transfers

Where a vacancy arises for Semester II, consideration shall be given to semestered teachers who wish to transfer.

L25. 18 Semester II Vacancies

Remaining vacancies for Semester II which have not been previously filled during the Spring or Fall staffing processes which are identified on school organizational charts will be posted in schools no earlier than ten (10) working days before the last instructional day in December.

ARTICLE L26 SICK LEAVE CREDIT GRATUITY

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 to those teachers eligible for the gratuity above.

L26.01 A teacher shall be entitled to a sick leave credit gratuity for any one of the following reasons:

- (a) Retires and is eligible to receive benefits under the Teachers' Pension Plan Act; or
- (b) Retires from the profession or resigns to accept employment with an employer other than an employer as defined in the Education Act, after at least ten (10) years of continuous service with the employer or predecessor Boards; or
- (c) Retires from the profession or resigns to accept employment with an employer other than an employer as defined in the Education Act, after at least ten (10) years of non-continuous service with the Employer or predecessor Boards and where the lack of payment would work some personal hardship. At the discretion of the Director, such a teacher shall be eligible to receive a retirement gratuity; or
- (d) In the event that a teacher dies, the entitlement of the sick leave credit gratuity shall be paid to the estate of the teacher or designated beneficiary.

L26.02 A teacher shall not be entitled to a sick leave credit gratuity who resigns at the request of the Board to avoid dismissal for cause.

L26.03 The Sick Leave Credit gratuity shall be paid in full within one (1) month following the date of retirement/resignation or in a manner mutually agreeable to the teacher and the Board.

L26.04(a) The gratuity referred to above shall be calculated as follows:

Number of Yrs. Service (Max. 20)	x	Salary Rate of Teacher at Retirement/Resignation	x	Number of days of Accumulated Sick Leave (Max. 200)
20		2		200

- (b) In no case shall the gratuity exceed 50% of the employee's salary rate at the time of retirement or resignation.
- (c) (i) "Salary rate" for the purposes of determining the gratuity shall mean the salary rate paid by the Employer for the last working day the Teacher performed his/her regular duties or for the last day where the Teacher is in receipt of sick leave pay in accordance with Article L20. Where the teacher works on a part-time basis the salary rate shall be the pro-rated rate.
- (ii) Where a teacher retiring or resigning is on a part-time leave of absence, salary rate shall mean the salary paid by the Employer for the teacher's last working day, adjusted to reflect the equivalent full-time rate.
- (d) "Service" for the purposes of determining the gratuity shall be calculated as being equal to the number of years with the OCDSB and its predecessor boards credited for teaching experience plus any years of service with the OCDSB and its predecessor boards in a non-teaching capacity. Teaching experience awarded on the basis of related experience (Article L11) shall not be included.

ARTICLE L27 NOTICE OF RETIREMENT/RESIGNATION

Retirement/Resignation from the Board

L27.01 A teacher may retire or resign from the Employer effective the following dates:

- (a) on the last day of the first semester or on 31 January by providing written notice on or before 30 November ; or
- (b) on 30 June, 31 July or 31 August by providing written notice on or before 15 April; or
- (c) at any time by mutual consent of the Employer. The employee will provide rationale in writing in support of such request. Consent will not be unreasonably withheld.

Letters of retirement/resignation should be addressed to the Human Resources Department, with a copy to the Principal.

L27.02 Partial Resignation to Part-time status

A teacher may resign a portion of their full-time or part-time contract status in portions acceptable to the Board effective the following dates:

- (a) on the last day of the first semester by providing written notice on or before 30 November; or
- (b) on 30 June by providing written notice on or before 15 April; or
- (c) at any time by mutual consent of the Employer. The employee will provide rationale in writing in support of such request. Consent will not be unreasonably withheld.

Letters of resignation should be addressed to the Human Resources Department, with a copy to the Principal.

L27.03 Resignation from a Position of Added Responsibility

A teacher may resign from a Position of Added Responsibility effective the following dates:

- (a) on 30 June by providing written notice on or before 1 April; or
- (b) at any time by mutual consent of the Employer. The employee will provide rationale in writing in support of such request. Consent will not be unreasonably withheld.

ARTICLE L28 REDUNDANCY

L28.01 A redundancy shall arise where a teacher has been identified as excess to the requirements of the system based on staffing entitlements. Teachers will be declared redundant in reverse order of seniority provided those remaining are qualified pursuant to Regulation 298, Section 19, to fill the positions.

L28.02 Individual teachers who are redundant will be provided with notice on the following basis:

Teachers redundant effective 31 August shall be provided with notice by no later than the second Friday in June;

L28.03 Recall

- (a) The Employer shall establish and maintain a recall list of all teachers declared redundant to the system.
- (b) A teacher who is declared redundant shall retain seniority and right of recall for the following period of months based on length of continuous employment with the Employer as follows:

<u>Period of Months of Recall</u>	<u>Length of Employment</u>
12	up to two (2) years
24	two (2) to five (5) years
36	over five (5) years

- (c) Teachers who have been declared redundant shall be recalled to vacancies based on seniority, provided the teacher is qualified in accordance with Section 19, Regulation 298 of the Education Act.
- (d) Subject to paragraph (c), no new teacher shall be hired until all redundant teachers have been recalled.
- (e) Teachers recalled shall be reinstated with all rights and privileges held as at the date of redundancy. Where a teacher has been recalled and has acquired additional teaching experience during his/her lay-off period, such experience shall be considered for credit in accordance with Article L11 - Placement on Salary Grid for newly hired teachers.
- (f) Teachers who are eligible for recall shall file with the Employer their most recent address and telephone number.
- (g) When a position becomes available, the Employer shall contact the teacher being recalled by telephone and confirm the offer of the position by registered mail.
- (h) A teacher who refuses to accept a position for which the teacher is qualified in accordance with Section 19, Regulation 298 of the Education Act and which is equal in status to his/her contractual status prior to lay-off shall have his/her name removed from the recall list.

L28.04 Severance Pay

- (a) Individual teachers who are fully redundant, shall be entitled to severance pay in accordance with the table below.
- (b) Such severance pay will be repaid if the teacher is subsequently recalled to a position. If the position is less than the contractual status held prior to lay-off, the repayment will be pro-rated. A reasonable repayment schedule will be determined by mutual consent but in no case shall the repayment extend beyond the end of the school year in which the teacher is recalled.
- (c) Severance pay shall be paid to the teacher no later than 30 September following redundancy.

<u>Years of Service</u>	<u>% of Annual Salary/Allowances</u>
1	10.0%
2	12.5%
3	15.0%
4	17.5%
5	20.0%
6	22.5%
7	25.0%
8	27.5%
9	30.0%
10	32.5%
11	35.0%
12	37.5%
13 or over	40.0%

L28.05 Benefits

Entitlement to benefits for redundant teachers shall be in accordance with the terms and conditions of the Central Agreement and the Employee Life and Health Trust (“ELHT”)

ARTICLE L29 PROBATIONARY PERIOD

L29.01 Teachers shall serve a probationary period of one year.

L29.02 In the event of a break in active service of more than twenty (20) consecutive teaching days or forty (40) non-consecutive teaching days, the Principal may extend the probationary period provided for in Article L29.01 by the length of the absence(s).

ARTICLE L30 LOCAL GRIEVANCE/ARBITRATION PROCEDURE

L30.01 A teacher shall have the right to have a representative from OSSTF present to assist the teacher at any stage of this grievance and arbitration procedure.

L30.02 Definitions

- (a) A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- (b) The parties to any grievance or arbitration under this provision shall be defined as:
 - (i) the Bargaining Unit;
 - (ii) the Board.
- (c) "Days" shall mean regular work days, unless otherwise indicated.

L30.03 Complaint Stage

A teacher who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement may, whenever practicable, discuss the complaint with the principal or immediate supervisor and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the teacher, may submit a grievance as provided herein.

Individual Grievance

L30.04 Step 1

- (a) A grievance(s) must be submitted in writing, signed by the President or Chief Negotiator, to the Superintendent responsible for Labour Relations or designate within twenty-five (25) days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. The written grievance shall set out the name of the grievor, the facts of the grievance, including the date(s) on which the alleged incident(s) occurred, the provisions of the Collective Agreement alleged to have been violated and the remedy(ies) or relief being sought.
- (b) The Superintendent or designate shall respond to the grievance in writing within ten (10) days of receipt of the letter.

L30.05 Step 2

Failing settlement at Step 1, the grievance shall be submitted in writing to the Director of Education within ten (10) days of the receipt of the response from the Superintendent or designate. Within ten (10) days of receipt of the grievance, or on another date mutually agreed upon between the parties, a meeting will be held with a Bargaining Unit representative and the Director or designate(s). A written response will be provided to

the Union from the Director of Education or designate within ten (10) days of the meeting. At the option of the Bargaining Unit, the requirement to hold a meeting may be waived, in which case the written response will be provided within ten (10) days.

L30.06 Step 3

Failing settlement at Step 2, the Union shall submit the grievance to arbitration within ten (10) days of receipt of the response, in accordance with the provisions outlined below.

L30.07 Policy Grievance

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 this Collective Agreement. A policy grievance is one which affects a group of teachers or the entire membership. A policy grievance shall be filed directly to Step 2.

A policy grievance must be submitted within twenty-five (25) days of the time the grieving party became aware, or should have been aware, of the circumstances or the relevant facts giving rise to the grievance.

L30.08 Grievance Mediation

Nothing in this Article precludes the parties from mutually agreeing to mediation at any stage of the grievance procedure, in which case the timelines shall be suspended pending the outcome of the mediation. The agreement of the parties to refer a matter to mediation shall be made in writing and stipulate the name of the person who will act as mediator and the timeline for the mediation to occur.

Arbitration

L30.09 Arbitration

A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted for binding arbitration pursuant to the Ontario Labour Relations Act, provided the grieving party shall provide written notice to the other party within ten (10) days of receipt of the response at Step 2 of its intention to refer the matter to arbitration.

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree to an Arbitrator within twenty (20) working days of receipt of the written referral to arbitration, the appointment shall be made by the Minister of Labour at the request of either party.

Notwithstanding the above, upon written request of either Party, the grievance shall be submitted to a Board of Arbitration.

In the event either party submits a grievance to an Arbitration Board, the notice shall contain the name of the first Party's nominee to an Arbitration Board. The recipient of

the notice shall, within seven (7) days, inform the other Party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the initial notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario at the request of either Party.

L30.10 Each of the Parties shall bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairman of the Arbitration Board. The parties shall pay their own expenses for attending at the hearing.

L30.11 No person shall be appointed as Arbitrator or to a Board of Arbitration who has been involved in an attempt to resolve the grievance or has been a party to the negotiation of this collective agreement without the consent of both parties.

L30.12 The Arbitrator or the Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.

L30.13 (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties.

(b) One or more of the steps in the grievance procedure may be omitted with the written consent of the parties, with respect to the processing of a particular grievance.

(c) If at any stage of the grievance arbitration procedure the party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.

(d) If at any stage of the grievance arbitration procedure the party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the party submitting the grievance may proceed directly to the next step in the procedure.

(e) A grievor's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.

L30.14 There shall be no reprisals of any kind taken against a member because of participation in the grievance or arbitration procedures under this Agreement.

L30.15 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE L31 SELF-FUNDED LEAVE PLAN (TAX DEFERRED)

L31.01 The Employer agrees to make available a self-funded leave plan operated and administered by the Employer in accordance with the provisions of the Income Tax Act and Regulations made under that Act. This plan will enable teachers to take a one year leave of absence without pay and provide for the deferral of pay over a set number of years leading up to the leave year.

Subject to agreement by Revenue Canada, the Self-Funded Leave Plan will permit a leave for a full semester where the teacher is assigned to a semestered school in the leave year.

L31.02 General Terms and Conditions

- (a) The Employer shall be responsible for accruing and distributing any monies required to permit the averaging of income by the teacher. The payment of salaries, benefits and teachers' pension plan contributions shall be such that the Employer is not required to pay more money than it would have been required to pay for the period(s) of active employment.
- (b) The conditions for leave under Article L15 (Leaves of Absence without Pay) will apply to a self-funded leave, where applicable.

L31.03 Application Procedures

- (a) Applications must be received by 1 May with appropriate deductions commencing the following September.
- (b) Applications shall specify the preferred financial arrangements and the school year in which the leave is requested. The year of leave cannot commence any earlier than two years following the commencement of the deductions (2/3 plan) and no later than five years following the commencement of the deductions (5/6 plan).

L31.04 Financial Arrangements

- (a) The financial arrangements for funding the year of leave shall be arranged by mutual agreement in writing between the teacher and the Superintendent of Business. The amount of funds to be deducted in each school year shall not exceed thirty-three and one-third percent (33 1/3%) of the teacher's gross salary.
- (b) The salary remaining after deductions will be paid to the teacher in accordance with the provisions of the Collective Agreement.
- (c) The Employer will establish an account with Your Credit Union Limited for each participant in the plan. The money deducted from each monthly pay shall be deposited to this account, where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement, whichever occurs first.

- (d) The percentage of salary to be deducted cannot exceed the maximum required to accommodate the initial plan (e.g. for a 3/4 plan, deductions shall not exceed 25%) stipulated in the application.
- (e) The Trust Account will generate interest which shall be reported to the teacher as required by the Income Tax Act.
- (f) In the event the ratification of a collective agreement results in retroactive salary adjustment, monies shall be deducted from any retroactive pay in accordance with the teacher's current financial arrangement with the Employer.
- (g) If a teacher is placed on long term disability or dies prior to receiving the full amount of deferred income, any funds remaining in the account and accrued interest less required deductions, shall, upon receipt of the required legal consents and releases, be released to the teacher or the executors or administrators of the teacher's estate in one lump sum within sixty (60) days.

L31.05 Plan Withdrawal

- (a) A teacher may apply to withdraw from the plan up to 1 March of the year prior to the September in which the leave is scheduled to commence.
- (b) In the event of withdrawal from the plan, or in the event the teacher is declared redundant or resigns or retires prior to the year of leave, the accumulated amount of deductions, plus accrued interest, less statutory deductions, will be paid to the teacher in one lump sum within sixty (60) calendar days of notice of withdrawal, or the effective date of resignation, retirement, or redundancy.
- (c) Where it can be demonstrated to the Employer by a teacher who is a participant in the plan that a financial emergency exists, the 1 March deadline shall be waived and the accumulated funds shall be released to the teacher within sixty (60) days.

L31.06 Plan Deferral

A teacher may defer the year of leave for one year, with written notice to the Board by 1 March preceding the year of leave. Only one such request for deferral shall be granted with respect to any one plan.

L31.07 Leave Year

- (a) No later than 1 May preceding the year of leave, the teacher shall determine and advise the Human Resources Department of the date(s) and percentage for withdrawal of the total accumulated balance in the trust account; (e.g. 40% lump sum withdrawn in September; 60% lump sum withdrawn in January).
- (b) By 1 June preceding the year of leave, the teacher shall be invoiced for the full cost of current benefit premiums. The teacher shall return the invoice by 10 June indicating the benefits to be continued. Payment of benefit premiums shall be made by monthly pre-authorized debit.

- (c) Teachers granted leave under this plan shall be required to return to regular employment with the Employer, following the leave, for a period that is not less than the period of the leave of absence.

L31.08 Income Tax Act and Regulations

It is understood that the terms of this plan and any actions taken there under shall be in accordance with the Income Tax Act and Regulations. Terms and conditions are subject to changes due to amendments to applicable legislation.

ARTICLE L32 LIABILITY INSURANCE

L32.01 The Employer will maintain liability insurance protection and make available to the Bargaining Unit, upon request, the portions of policies which provide for such protection.

ARTICLE L33 HUMAN RESOURCES FILES

- L33.01 (a) A teacher or a bargaining unit representative having written authorization from the employee shall, upon making an appointment, have access during normal business hours to the human resources file that relates to the teacher in the presence of a representative from the Human Resources Department.
- (b) A teacher shall receive a copy of any documentation placed in the file which may be detrimental to the teacher, with a copy sent to the Bargaining Unit President at the teacher's request.
- (c) The teacher, or the Bargaining Unit, if so requested by the teacher, shall have the right to respond in writing to any document contained in or to be placed in the teacher's personnel file. The written response shall become part of the teacher's permanent personnel record.
- (d) Access to and disclosure of any personal information on a teacher shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- (e) Where the Board and the teacher agree that information in the file is inaccurate, it shall be corrected.
- (f) Where the Board amends information on the human resources file, the Board shall, at the request of the teacher, attempt to notify all persons who received a report based on inaccurate information.
- (g) Where the Board is required to furnish information to an outside agency by a court order or legislative requirement, the teacher will be notified that this information has been requested and has been or will be provided except where otherwise prohibited by law.

L33.02 Working Files

Working files in the school shall be reviewed from time to time by the Principal with the teacher. Upon request, a teacher may seek to review the working file for that teacher annually. A teacher is entitled to receive a copy of any documentation placed in his/her file that contains information that may be detrimental to the teacher.

L33.03 Disciplinary Notations

At the teacher's request, the Board shall remove a record of disciplinary action and letters of a disciplinary nature from the teacher's file after three (3) years (excluding leave) provided there has been no disciplinary action in the interim. However, any such document which is required to be retained by statute, and any discipline concerning abuse (including sexual or physical misconduct) shall be retained by the Board but may be placed in a separate, sealed envelope but shall not be further relied upon, except as required by law.

ARTICLE L34 PROFESSIONAL DEVELOPMENT

L34.01 Effective September 1, 2024: By 30 September each year the Employer will provide thirty (\$30) per FTE for purposes of a professional development fund.

The Bargaining Unit will provide an annual written report and account to the Employer as to the use of these funds not later than 30 June of each year (the "Report"). The Employer must be in receipt of the Report before funds will be released for the following school year.

L34.02 In each school year the Board shall designate one of the professional activity days as an OSSTF-planned professional development day. OSSTF shall be required to obtain approval of the Employer of the agendas for the Union Professional Development Day. Agendas shall be submitted to the Director or designate no later than four (4) weeks prior to publishing the event programs.

L34.03 In addition, the Board agrees to provide through its Staff Development Office, professional development activities for its teachers.

ARTICLE L35 EARLY RETIREMENT INCENTIVE PLAN

L35.01 The Employer shall provide an Early Retirement Incentive Plan (ERIP) in the event of redundancy in accordance with Article L28. Incentives will be given specifically for the purpose of offsetting redundancy. The number of incentives given will equal the number of FTE redundant teachers unless the applicant's retirement does not create a suitable vacancy for the redundant teacher.

L35.02 Eligibility

- (a) The teacher is less than sixty-five (65) years of age; and
- (b) The teacher is entitled to receive a pension, including a deferred pension from the Ontario Teachers' Pension Plan (OTPP); or
- (c) The teacher is prepared to take a leave of absence immediately preceding retirement and the leave of absence is granted.

L35.03 Application

When the Board anticipates that redundancies will be necessary, the Early Retirement Incentive Plan will be advertised system-wide and applications will be received by no later than 30 April.

L35.04 Selection

The teachers who are selected to receive an Early Retirement Incentive will be those teachers who:

- (a) are entitled to receive the lowest pension credit as determined by the OTPPB; and,
- (b) will create a suitable vacancy for a teacher who has been identified as redundant.

L35.05 Notice of Retirement

When the teacher's ERIP application is approved, the application will be deemed to be the teacher's notice of retirement effective 31 August, or immediately upon the conclusion of the teacher's leave of absence without pay.

L35.06 Incentive

The ERIP payment calculation shall be determined by the Pension payout, as calculated by the OTPP and in accordance with the following:

<u>PENSION PAYOUT</u> (determined by OTPPB)	<u>ERIP PAYMENT</u> (% of Salary)
Greater than or equal to 66%	0%

Less than 66% and greater than or equal to 62%	10%
Less than 62% and greater than or equal to 58%	20%
Less than 58% and greater than or equal to 54%	30%
Less than 54%	40%

The ERIP payment shall be based on the teacher's annual salary (including allowances) at the time of retirement.

L35.07 Payment

- (a) The incentive will be payable effective the date of retirement or as determined by mutual agreement of the Employer and the teacher.
- (b) In the event of the death of a teacher eligible to receive an incentive, the payment or the balance remaining shall be paid to the estate.

L35.08 The Employer agrees to provide OSSTF with a summary report stating:

- (a) The names of teachers who have been granted an ERIP;
- (b) The % payout to each teacher;
- (c) The names of teachers who are no longer redundant as a result of the ERIP having been granted.

ARTICLE L36 ACTING VICE PRINCIPAL POSITIONS

- L36.01 (a) Upon the recommendation of the appropriate Superintendent of Schools a teacher may be appointed to a position of acting Vice Principal for a period of up to a full school year and shall have the right to return to the bargaining unit during that period.
- (b) A teacher appointed in (a) will continue to be subject to all terms and conditions of the collective agreement, including dues deduction.
 - (c) Once the teacher has completed twenty (20) days in the acting pay assignment, the teacher shall be eligible to receive an allowance retroactive to the day on which the teacher was assigned the additional responsibilities. The acting position shall be paid at the established minimum salary for a Vice Principal.
 - (d) An appointment to an acting Vice Principal position shall not result in additional duties or workload for other bargaining unit members.
 - (e) Acting Vice Principals may not be involved in performance evaluations or disciplinary matters involving members of the bargaining unit.

ARTICLE L37 CRIMINAL BACKGROUND CHECK

L37.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.

L37.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

L37.03 Any disciplinary action related to the criminal background check or the Offence Declaration required may be the subject of a grievance.

ARTICLE L38 TEACHER PERFORMANCE APPRAISAL

L38.01 Where the Education Act and its regulations provide the School Board the power to establish policies and rules relating to performance appraisals, the School Board shall establish policies and rules only after having consulted with OSSTF

L38.02 OSSTF has the right to file a grievance with respect to the performance appraisal report of a teacher that may lead to termination. No grievance shall be filed with respect to any performance appraisal until the teacher has received two consecutive unsatisfactory performance appraisals.

L38.03 A teacher shall have the right to OSSTF representation at any formal meeting which is part of the performance appraisal procedure/NTIP Evaluation following a performance appraisal/NTIP Evaluation which was rated unsatisfactory. Up to two (2) work days shall be allowed for the teacher to secure OSSTF representation. The employee shall be advised of this right at the time that the meeting is requested.

L38.04 When a teacher receives a performance appraisal (including an NTIP Evaluation) which was rated unsatisfactory the Board shall inform the teacher that he or she may forward the report to the Bargaining Unit President.

L38.05 A Performance Appraisal (including an NTIP Evaluation) shall not be rated unsatisfactory due to a teacher's non-participation in or involvement in extra-curricular programs or voluntary activities.

ARTICLE L39 HOME INSTRUCTION

L39.01 (a) The purpose of this article is to provide the terms and conditions of employment for all Home Instruction teachers in the employ of the Ottawa-Carleton District School Board.

(b) In addition to Article L39, the following provisions of the Local Collective Agreement shall apply to Home Instruction teachers:

Purpose
Term of Agreement
Recognition
Legislative Changes
Management Rights
Union/Employer Committee
No Strike or Lock-Out
Leaves of Absence with Pay
Professional Development
Distribution of Agreement
Union Dues
OSSTF Certification
Local Grievance Arbitration Procedure
Liability Insurance
Human Resources File
Violent Incidences Against Teachers
Criminal Background Checks
No Discrimination

L39.02 Working Conditions

It is understood that the salary rate per hour includes the requirement for performing all the normal, regular and associated duties including preparation, examinations, travel to and from the site of instruction, delivery of program, required meetings, discussions with school principals, and the student's teacher(s) as required.

L39.03 Cancellation Fee/Mileage Expenses

A cancellation fee equal to one hour at the Teacher's hourly rate will be paid where a lesson is cancelled within one hour of the scheduled time.

Home Instruction Teachers will be re-imbursed for mileage expenses as per entitlements outlined in Board Policy/Procedure.

L39.04 Seniority

- (a) (i) Effective 1 September 1998, seniority for newly hired Home Instruction teachers shall be based on the most recent date of hire as a teacher in the Home Instruction Program.
- (ii) In the event of a tie in date of hire, the tie shall be broken by computer generated random number.

- (b) Notwithstanding the above, the seniority dates for teachers published on the 1997/98 Home Instruction Teachers' Seniority List (transferred from the OBE) shall be deemed to be accurate for purposes of seniority start date and ranking.

L39.05 Staffing/Assignments

Principals (or designate) will offer teacher assignments by seniority in accordance with the seniority list as outlined in the staffing procedures of the Home Instruction Protocol.

L39.06 Salary Schedule

The hourly rate for Home Instruction Teachers shall be in accordance with the following salary grid as follows:

Effective September 1, 2022:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$69.42	\$71.94	\$76.48	\$79.10
1	\$73.57	\$76.46	\$81.53	\$84.67
2	\$77.75	\$80.98	\$86.45	\$90.24
3	\$81.89	\$85.51	\$91.51	\$95.73
4	\$86.04	\$90.03	\$96.54	\$101.29
5	\$90.23	\$94.60	\$101.53	\$106.84
6	\$94.34	\$99.14	\$106.53	\$112.38
7	\$98.48	\$103.67	\$111.49	\$117.94
8	\$102.60	\$108.20	\$116.53	\$123.68
9	\$106.79	\$112.69	\$121.51	\$129.04
10	\$110.96	\$117.22	\$126.53	\$134.60

Effective September 1, 2023:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$71.50	\$74.10	\$78.77	\$81.47
1	\$75.78	\$78.75	\$83.98	\$87.21
2	\$80.08	\$83.41	\$89.04	\$92.95
3	\$84.35	\$88.08	\$94.26	\$98.60
4	\$88.62	\$92.73	\$99.44	\$104.33
5	\$92.94	\$97.44	\$104.58	\$110.05
6	\$97.17	\$102.11	\$109.73	\$115.75
7	\$101.43	\$106.78	\$114.83	\$121.48
8	\$105.68	\$111.45	\$120.03	\$127.39
9	\$109.99	\$116.07	\$125.16	\$132.91
10	\$114.29	\$120.74	\$130.33	\$138.64

Effective September 1, 2024:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$73.47	\$76.14	\$80.94	\$83.71
1	\$77.86	\$80.92	\$86.29	\$89.61
2	\$82.28	\$85.70	\$91.49	\$95.51
3	\$86.67	\$90.50	\$96.85	\$101.31
4	\$91.06	\$95.28	\$102.17	\$107.20
5	\$95.50	\$100.12	\$107.46	\$113.08
6	\$99.84	\$104.92	\$112.75	\$118.93
7	\$104.22	\$109.72	\$117.99	\$124.82
8	\$108.59	\$114.51	\$123.33	\$130.89
9	\$113.01	\$119.26	\$128.60	\$136.57
10	\$117.43	\$124.06	\$133.91	\$142.45

Effective September 1, 2025:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$75.31	\$78.04	\$82.96	\$85.80
1	\$79.81	\$82.94	\$88.45	\$91.85
2	\$84.34	\$87.84	\$93.78	\$97.90
3	\$88.84	\$92.76	\$99.27	\$103.84
4	\$93.34	\$97.66	\$104.72	\$109.88
5	\$97.89	\$102.62	\$110.15	\$115.91
6	\$102.34	\$107.54	\$115.57	\$121.90
7	\$106.83	\$112.46	\$120.94	\$127.94
8	\$111.30	\$117.37	\$126.41	\$134.16
9	\$115.84	\$122.24	\$131.82	\$139.98
10	\$120.37	\$127.16	\$137.26	\$146.01

- (b) Home Instruction Teachers shall be paid at the next highest grid step effective the first day of the month following the day on which the threshold number of hours, as set out below, is reached:

YEAR	HOURS
0	0
1	776
2	1552
3	2328
4	3104
5	3880
6	4656
7	5432
8	6208
9	6984
10	7760

L39.07 Method of Pay

Home Instruction teachers shall be paid on a bi-weekly basis throughout the year.

L39.08 Leaves of Absence Without Pay

- (a) A teacher who is pregnant or who adopts a child shall, upon request, be granted a leave of absence without pay for a period of up to one (1) school year (inclusive of any portion of the statutory leave provided under the Employment Standards Act that falls within that school year).
- (b) A teacher who has been on the list of Home Instruction Teachers for three (3) continuous school years or more may be granted a general leave of absence without

pay for up to one (1) school year by the Superintendent of Human Resources. Extensions may be granted provided the total leave period, including the initial leave and any extension(s) does not exceed two years.

- (c) All applications for leave are to be made in writing to the Superintendent of Human Resources prior to the commencement of the school year, where possible.
- (d) Home Instruction teachers accepting regular full-time day school teaching assignments, including Extended Occasional assignments, within the OCDSB shall be granted a leave of absence not to exceed two (2) years. The teacher must make the request in writing for leave within two (2) weeks from date of hire. Where no such written request is made, the teacher will be removed from the list.

ARTICLE L40 CONTINUING EDUCATION

L40.01 (a) The purpose of this Article is to provide the terms and conditions of employment for all credit course continuing education teachers in the employ of the Ottawa-Carleton District School Board.

- (b) In addition to Article L40, the following provisions of the Local Collective Agreement shall apply to Continuing Education teachers:

Purpose
Term of Agreement
Recognition
Legislative Changes
Management Rights
Union/Employer Committee
No Strike or Lock-Out
Distribution of Agreement
Union Dues
OSSTF Certification
Local Grievance Arbitration Procedure
Liability Insurance
Human Resources File
Violent Incidences Against Teachers
Criminal Background Checks
No Discrimination

- (c) Continuing Education programs covered by the terms of this Article include the following credit programs, provided such programs are offered at the discretion of the Board:

Evening
International Language
Summer Reach Ahead
Summer Make-up

L40.02 Staffing

(a) Teachers

(i) Application Process

Prior to the commencement of all Continuing Education programs, teachers interested in Continuing Education credit programs (e.g. Summer, Evening, International Language) shall apply electronically to express an interest in the program.

(ii) Hiring

Priority consideration in assigning courses shall be given to teachers who have submitted applications under (a)(i) above:

- (a) teachers by seniority, and subject to qualifications in accordance with the most recent Continuing Education Seniority lists;
- (b) secondary redundant teachers, in seniority order, subject to qualifications;
- (c) secondary teachers employed within the OCDSB;
- (d) external applicants.

(iii) Cancellation

- (a) In the event a course is canceled at any time prior to the first scheduled class, the teacher may exercise his/her right to bump the most junior teacher assigned to a subject area in which the displaced teacher is qualified.
- (b) In the event a course is cancelled at any time after the commencement of the course, the teacher shall be entitled to receive pay equal to six (6) hours, in addition to any pay to which the teacher is entitled based on the amount of time actually taught in that course prior to its cancellation. The teacher shall receive one credit for purposes of seniority (or one-half credit in the case of a make-up course).

(iv) Credit Assignment

- (a) Each teacher will be entitled to the assignment of one credit. Two make-up courses are considered to be the equivalent of one credit.
- (b) Where a more senior qualified teacher has not been hired in accordance with (a) (ii), the Board shall provide, upon written

request of the teacher, the reasons why the teacher was not offered the position.

b) Administrative Heads/Coordinators

- (i) For the staffing of Administrative Head (Summer School), Coordinator (Summer) and Coordinator (Evening), the following management procedure will apply:
 - (ii) Prior to the commencement of all Continuing Education programs, the Human Resources Department shall post electronically and at Continuing Education credit sites a notice inviting all qualified teachers to submit an application expressing an interest in Continuing Education credit administrative positions. All qualified teachers will be considered on the basis of qualifications, abilities, knowledge and experience. Of the qualified candidates, a minimum of five (5) will be granted an interview. The interview team will be composed of the Principal of Continuing Education and two additional members. The successful candidate will be appointed to a position for the term with an option, by mutual consent, of a one term renewal.
- (c) In the event that the Employer cancels two (2) or more days/evenings of Continuing Education courses as a result of unforeseen circumstances beyond its control, Continuing Education teachers will be required to attend and teach a make-up day. Continuing Education Teachers will be advised of the scheduled make-up day at the time of the assignment of courses.

L40.03 Salary

The hourly rate for Continuing Education Teachers shall be as follows:

Effective September 1, 2022:

\$52.40 plus 4% vacation pay

Effective September 1, 2023:

\$53.97 plus 4% vacation pay

Effective September 1, 2024:

\$55.45 plus 4% vacation pay

Effective September 1, 2025:

\$56.84 plus 4% vacation pay

The session rate for Continuing Education Teachers shall be as follows:

Effective September 1, 2022		
Administrative Head (Summer School)		\$6,999 per session
Co-ordinator (Summer)		\$6,047 per session
Co-ordinator (Evening)		\$5,446 per session
Effective September 1, 2023		
Administrative Head (Summer School)		\$7,209 per session
Co-ordinator (Summer)		\$6,228 per session
Co-ordinator (Evening)		\$5,609 per session
Effective September 1, 2024:		
Administrative Head (Summer School)		\$7,407 per session
Co-ordinator (Summer)		\$6,399 per session
Co-ordinator (Evening)		\$5,763 per session
Effective September 1, 2025:		
Administrative Head (Summer School)		\$7,592 per session
Co-ordinator (Summer)		\$6,559 per session
Co-ordinator (Evening)		\$5,907 per session

L40.04 Method of Pay

Continuing Education teachers shall be paid on a bi-weekly basis, in arrears.

L40.05 Seniority

- (a) Effective 1 September 1998, seniority for newly hired Continuing Education teachers shall be based on credits actually taught in any Continuing Education program of the Ottawa-Carleton District School Board.
- (b) Notwithstanding the above, the following provisions shall apply to Continuing Education teachers with the Ottawa-Carleton District School Board listed on the most recent Continuing Education seniority lists of the predecessor boards, up to and including 31 August 1998:

Continuing Education seniority shall be based on credits actually taught (that is, excluding credits granted while on leave) since 1 September 1986, including all credits actually taught in the evening, on Saturdays, and in the summer for the Ottawa-Carleton District School Board and either predecessor board.

The burden for providing satisfactory proof of service under the above paragraph with the former Carleton Board of Education between 1 September 1986 and 31 August 1989 shall rest with the teacher.

- (c) (i) Teachers holding an administrative position in Continuing Education shall be given one credit of seniority for every term they hold that position.

- (ii) For purposes of seniority, a make-up course shall be counted as one half credit.
- (d) In the event of a tie in credit count, the tie shall be broken by a computer generated random number procedure that shall be subject to verification by the President of the Bargaining Unit or designate.
- (e) (i) The seniority list shall be posted in every secondary school three times each year.
 - (1) No later than 1 October,
 - (2) No later than 1 February, and
 - (3) No later than 1 June

with a copy being sent to the President of the Bargaining Unit.
- (ii) Errors in the calculation of a teacher's seniority shall be brought to the attention of the Board no later than 1 November (October list), 1 March (February list) or the last day of the school year as defined by the school year calendar published by the Board (June list) of each school year or the list shall be deemed correct. The Bargaining Unit shall consult with Human Resources as part of the process and the necessary corrections and/or amendments will be carried out and the corrected list published by 15 November (October list), 15 March (February list) or 15 July (June list).

Timeline Reference Chart

<u>List Posted no Later Than:</u>	<u>Errors in Calculation Reported to Board no Later Than:</u>	<u>Amended List Posted no Later Than:</u>
October 1	November 1	November 15
February 1	March 1	March 15
June 1	Last day of School Year	July 15

L40.06 Removal from Seniority List

- (a) In the event a Continuing Education teacher elects not to submit a Continuing Education application or submits one or more application(s) but does not accept any offered position, for a period of three (3) consecutive years, their name will be removed from the Continuing Education seniority list. It is understood that this provision is not intended to apply to those on statutory leaves or other approved leaves of absence.
- (b) A teacher whose name is removed under (a) above and who is subsequently rehired into the program in accordance with Article L40.02 shall accumulate credits for the purposes of seniority from the date of rehire.

L40.07 Pregnancy/Parental Leave

A teacher who is pregnant or who adopts a child shall, upon request, be granted a leave of absence without pay for a period of up to one (1) school year (inclusive of any portion of the statutory leave provided under the Employment Standards Act that falls within the school year).

L40.08 Leaves of Absence Without Pay

A teacher may be granted a leave of absence without pay for the remaining time left in a course to which they have been assigned where the teacher can demonstrate a need for such leave. The teacher shall direct his/her written request for a leave to the Superintendent of Human Resources.

L40.09 Bereavement Leave

A leave of absence of up to two (2) days with pay may be granted in each term for bereavement leave provided that the Continuing Education teacher notifies the appropriate Principal to ensure replacement with another duly qualified teacher.

ARTICLE L41 VIOLENT INCIDENTS AGAINST TEACHERS

L41.01 The parties recognize the Board's Safe Schools Policy and Procedures. The parties agree that this article does not incorporate the Board's Safe Schools Policy and Procedures in the collective agreement.

ARTICLE L42 HEALTH AND SAFETY

L42.01 The parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations. The parties agree that this article does not incorporate the Occupational Health and Safety Act and Regulations in the collective agreement.

L42.02 The parties further recognize the Bargaining Unit representation on this committee.

ARTICLE L43 DUTY TO ACCOMMODATE

L43.01 Where an employee is identified as requiring an accommodation, the Employer and the Bargaining Unit shall consult to seek an appropriate accommodation for that employee. Where a workplace accommodation or Return to Work meeting is convened, the employee will have the right to union representation at the meeting.

ARTICLE L44 ATTENDANCE MANAGEMENT PROGRAM

L44.01 The union shall have the right to comment on the implementation and application of the Attendance Management Program.

L44.02 Should the Employer request the employee to undergo an independent medical examination, the choice of medical practitioner shall be mutually agreeable to the Employer, the employee and the Bargaining Unit.

ARTICLE L45 FAMILY MEDICAL LEAVE

L45.01 In accordance with the Employment Standards Act an employee will be entitled to Family Medical Leave without pay for up to eight (8) weeks.

Entitlement to Leave

- (a) An employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in L45.01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) Article L45.01 (a) applies in respect to family members as defined in the Employment Standards Act.
- (c) The employee may begin a leave under this article no earlier than the first day of the week in which the period referred to in L45.01 (a) begins.
- (d) The employee may not remain on a leave under this section after the earlier of the following dates:
 - (i) The last day of the week in which the individual in L45.01 (b) dies;
 - (ii) The last day of the week in which the period referred to in L45.01 (a) ends.
- (e) For the purposes of this article, "week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.
- (f) An employee may take a leave under this article only in periods of entire weeks.
- (g) If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in L45.01 (a) that applies to the first certificate issued.
- (h) An employee who wishes to take leave under this article shall advise the employer, in writing, that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave, in writing, as soon as possible after beginning the leave. Notwithstanding this provision, an employee must report daily absences to their supervisor.
- (i) The employee will provide to the Employer a medical certificate referred to in L45.01 (a) indicating that a member of the family is gravely ill with significant risk of death within 26 weeks.

- (j) If an employee takes a further leave, in the event death did not occur within the 26 weeks, the employer may request a copy of the required certificate as provided for under this legislation.

L45.02 General Provisions for Family Medical Leave


- (a) Crediting of experience for salary placement purposes shall continue during any term of Family Medical Leave.
- (b) Seniority shall continue during any term of Family Medical Leave.
- (c) The Employer agrees to continue to pay the employer's portion of benefits and applicable pension premiums during the Family Medical Leave provided the employee agrees to pay the employee's portion of premiums by pre-authorized debit.
- (d) Sick leave credits shall accumulate for the employee during the time of Family Medical Leave.
- (e) The period of an employee's leave shall not be included in determining whether he/she has completed the probationary period under Article L29.


ARTICLE L46 RESPECTFUL WORKPLACE

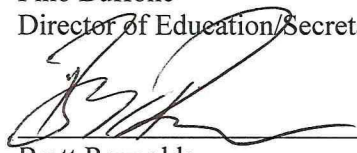
L46.01 Policy P.009.HR Respectful Workplace (Harassment Prevention), and Procedure PR.652 as established by the Employer and as amended from time to time, shall apply to employees covered by this Collective Agreement.

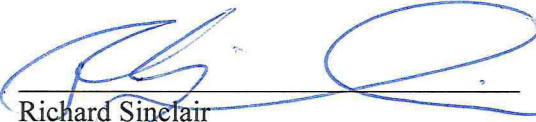
IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THE RESPECTIVE REPRESENTATIVES THEREUNTO DULY AUTHORIZED, AS OF THIS 22 DAY OF October 2024.

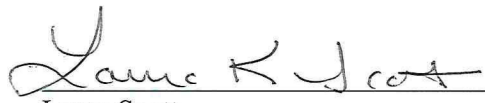
THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD


Lynn Scott
Chair of the Board


Pino Buffone
Director of Education/Secretary of the Board

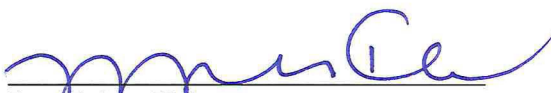

Brett Reynolds
Associate Director of Education


Richard Sinclair
General Counsel


Laura Scott
Team Manager - Labour Relations

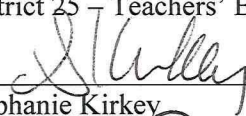

Jordyn Harpell
Labour Relations Advisor


Emily Creech
Team Manager (Acting) Secondary Academic

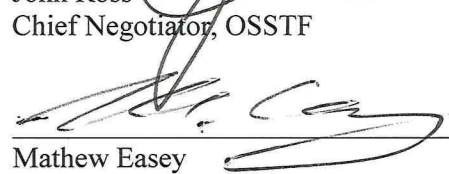

Jean Fulton-Hale
Principal, OCDSB

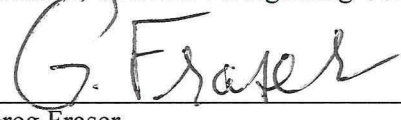
THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION


District 25 - Teachers' Bargaining Unit


Stephanie Kirkey
President, OSSTF


John Ross
Chief Negotiator, OSSTF


Mathew Easey
Member, Collective Bargaining Committee


Greg Fraser
Member, Collective Bargaining Committee


Laura Wheeler
Member, Collective Bargaining Committee

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Revised October 26, 2017

Re: HOME INSTRUCTION PROTOCOL

The parties agree that:

Seniority

1. Seniority will be determined by the most recent date of hire as a teacher on the approved Home Instruction Protocol List.

Home Instruction List

2. School Principals will be provided with a Home Instruction Services Handbook, a copy of the Protocol and the most recent seniority list, upon approval of home instruction services. The list will be updated annually to reflect additions, deletions, leaves of absence (including unavailability during the leave), etc. In addition, the seniority list will be updated, electronically, and as required throughout the year.
3. Each Home instruction teacher shall ensure the Board is kept current on personal information required for the list. This includes a current email address.
4. The List will include the panel and subjects for which the teacher is qualified to teach.
 - a) Teachers hired on or after 1 September 1998 shall have qualifications recognized in accordance with the teacher's Certificate of Qualifications as issued by the College of Teachers.
 - b) Teachers hired prior to 1 September 1998 shall be grand-parented for purposes of subject designation.
 - c) Teachers may be asked to teach any subject for which they are qualified.

Additions and Deletions

5. The Home Instruction List shall be reviewed on a yearly basis. Home Instruction teachers shall be added to the list only in the event that a subject list consistently contains no available teachers and a need arises for a Home Instruction in that subject.

Notwithstanding the above, Home Instruction Teachers shall be added to the list in extenuating circumstances following agreement by the parties.

First consideration for any additions to the Home Instruction List will be given to current members of the Secondary Teachers' Bargaining Unit.

6. Following notification to the Bargaining Unit, the OCDSB reserves the right to remove a Home Instruction Teacher from the list after not accepting offers of work for which they are qualified for a period of two (2) years.

Staffing

7. (a) Principals will offer assignments to qualified teachers from the List, in seniority order, provided the teacher is the most suitable for the assignment.

(b) Principals (or designate) will interview, where necessary, to determine the most suitable qualified teacher for the assignment.
8. Teachers on the Home Instruction List who were assigned to a student during a school year will continue in that assignment the following school year, on the recommendation of the Principal.
9. In accordance with (7), and (8) above, where a Principal assigns a teacher who is not the most senior, an explanation shall be provided to Human Resources at the time of assignment.

Assignments

10. Home Instruction Teachers shall be entitled to be assigned up to five (5) instructional hours per day, to a maximum of twenty (20) hours per week, in no case shall the total assignments exceed a maximum of 776 hours in a school year.
11. Home Instruction assignments shall be conducted between the hours of 8:00 am and 5 pm in accordance with the Education Act.
12. (a) A Principal shall contact all qualified candidates on the Home Instruction list by email to offer the assignment. Home Instruction Teachers will have until 5:00 pm the next business day to respond.

The most senior qualified candidate who accepts the assignment by the deadline will be offered the assignment, provided the teacher is the most suitable.

As a matter of courtesy, the Principal will notify all candidates when the assignment has been filled.

(b) Home Instruction Teachers may decline the offer. The rationale for declining an offer may include reasons such as conflicting assignments.


13. (a) In the event that no qualified Home Instruction Teachers are available to accept the assignment, the position will be posted on Apply to Education. Applicants who are

current members of the Secondary Teachers' Bargaining Unit will be given first consideration.


(b) Teachers who accept a specific assignment through a posting on Apply to Education are not, as a matter of consequence, placed on the approved Home Instruction Services List. However, any hours accumulated from a home instruction assignment will count towards the next step on the Home Instruction salary grid in the event that the teacher is added to the list at a later date.

14. This Letter of Understanding is without prejudice to further discussions in negotiations between the parties with respect to Home Instruction Teachers.


Renewed at the City of Ottawa this 22 day of October 2024.



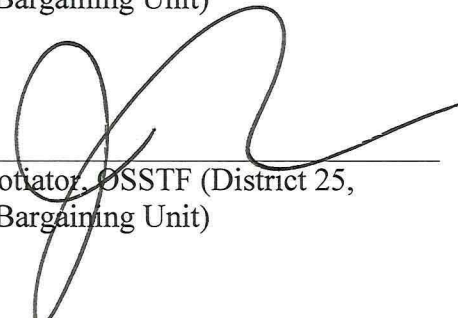
Chair of the Board



President, OSSTF (District 25,
Teachers' Bargaining Unit)



Director of Education



Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: POSITIONS OF ADDED RESPONSIBILITY


Guiding Principles

- (a) A head is a member of the leadership team of the school whose role may include responsibilities for program and subjects. Some program responsibilities will be reviewed annually and may be subject to change.
- (b) Every head must hold a specialist qualification within his/her department at the time of appointment.
- (c) Every subject (as outlined in Reg. 176/10 Schedules A, B, D) must be allocated to a department.
- (d) Every teacher must be supported by a head(s).
- (e) Every head has leadership skills (as per the Selection Procedures).
- (f) Every head must have equity of workload.
- (g) Every structure (or revision) must be submitted with the school organizational chart.
- (h) Competition postings will reflect all responsibilities for that headship (curriculum and program responsibilities may be reviewed and adjusted annually).
- (i) Incumbents must maintain full contract status.


Renewed at the City of Ottawa this 22 day of October 2024.



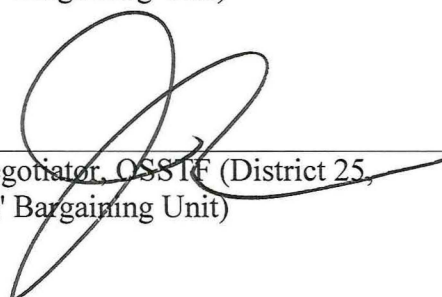
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Between
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THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: BENEFITS EXEMPTION - OBE TEACHERS

The parties agree that the following shall apply with respect to the implementation of Article L14 - Employee Benefits Plans:

Secondary teachers employed as of 31 January 1999 who were covered by the benefits provisions in the collective agreement between the Ottawa Board of Education and OSSTF District 26 and who elected not to enroll in the optional benefits provided for under the group health and dental plans in the applicable collective agreement shall continue to be exempted from the mandatory enrolment requirements for the major medical, dental and vision care plans offered under the current agreement. This means these teachers shall not be required to enroll in the major medical, dental and vision care plans under the collective agreement.

However, if at any time in the future, a teacher elects to enroll in any of these plans (either single or family level coverage) during the annual open enrolment period or is required to enroll as a result of the teacher no longer being covered by another benefits plan, it is understood and agreed that the teacher shall forfeit his/her exempt entitlement with respect to that particular benefit plan and must thereafter remain enrolled, at least at a level of single coverage, in accordance with the provisions in the current agreement.

This Letter of Understanding is subject to the grievance/arbitration process.


Renewed at the City of Ottawa this 22 day of October 2024.



Chair of the Board



Director of Education



President, OSSTF (District 25,
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LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: EMPLOYMENT INSURANCE BENEFITS

Hours of Insurable Employment - Methods of Determination

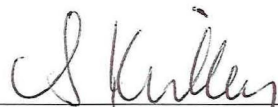
The Parties have considered Section 10 of the Regulation set out in the Canada Gazette, Part II, Vol. 130, No. 14 which relates to Section 55 of the Employment Insurance Act. Section 10 provides methods for employers to complete Records of Employment for employees not paid on an hourly basis.

The parties agree, under Section 10(2) of this regulation, that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time teachers shall be deemed to have worked eight (8) hours each school day they are employed. Part-time teachers shall be deemed to have worked the hours per day that are pro-rated accordingly based on contract status.


Renewed at the City of Ottawa this 22 day of October 2024.



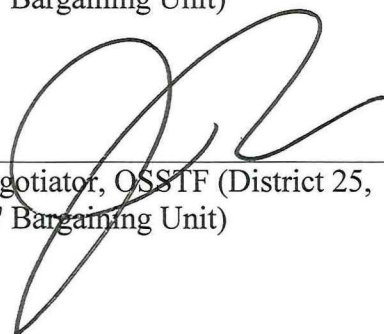
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LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
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THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)


Re: MUSIC REPERTOIRE CLASSES

For Music Repertoire Classes, the Class Size Maxima set out in Article L21.07 may be exceeded in accordance with the following provisions:


- i) This exception shall apply to Music Repertoire credit courses that are offered outside of the regular timetable (noon hour, before/after school) only and only with the written consent of the classroom teacher assigned to teach the class.
- ii) The Principal shall submit the completed "Request for Repertoire Exemption", signed by the teacher and the Principal, to the parties before 31 May.
- iii) The classes on the individual teacher's timetable, in the aggregate, shall not exceed the combined maxima in accordance with Article L21.07 based on a full year calculation of all classes assigned.

This Letter of Understanding is subject to the Grievance/Arbitration process.

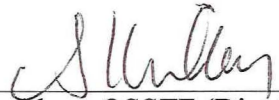
Renewed at the City of Ottawa this 22 day of October 2024.



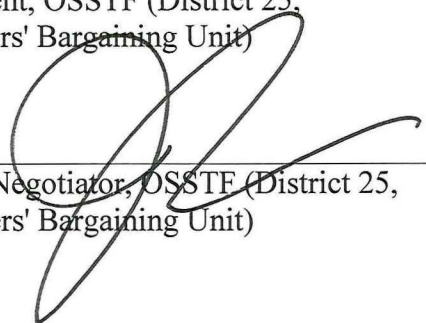
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LETTER OF LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
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THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)


Re: E-LEARNING

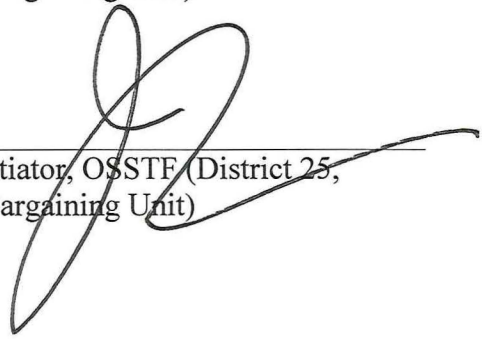
A committee shall be established to discuss the working conditions associated with e-learning programs based on any provincially developed protocol prior to implementation within the OCDSB.

Renewed at the City of Ottawa this ~~22~~ day of *October* 2024.


Chair of the Board


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(District 25, Teachers' Bargaining Unit)

Re: CLASS SIZE MAXIMA AND TEACHER AGGREGATE AUDIT

The audit of the Class Size Maxima (CSM) reports for all secondary schools will be performed weekly for the first six weeks commencing at the end of the first week of school in September and the last week of January and bi-weekly for the remainder of each semester. The Staffing Resource person will report the results of the audit to the Superintendent of Secondary Staffing and the Chief Negotiator, O.S.S.T.F.

Renewed at the City of Ottawa this 22 day of October 2024.



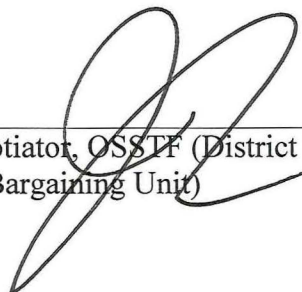
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Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
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THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: SSC REPORTS

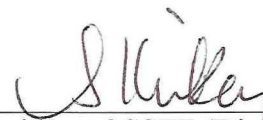
During the term of this collective agreement and subject to technological capabilities, the SSC resource person shall provide the following reports to the bargaining unit:

- Small Class Reports
- Description of Workload in Classes Without Students


Renewed at the City of Ottawa this 22 day of October 2024.



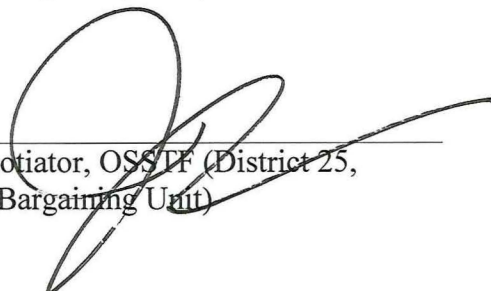
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LETTER OF UNDERSTANDING
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THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
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THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: SELF FUNDED LEAVE PLAN

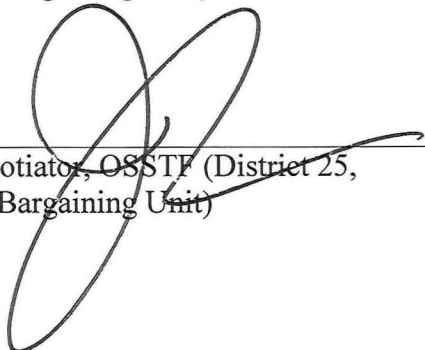
Subject to agreement by Revenue Canada, the Self-Funded Leave Plan will permit a leave for a full semester where the teacher is assigned to a semestered school in the leave year. The parties will meet in Labour Management to resolve issues that may arise.

Renewed at the City of Ottawa this 22 day of October 2024.


Chair of the Board


Director of Education


President, OSSTF (District 25,
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Chief Negotiator, OSSTF (District 25,
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LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: STUDENT SUCCESS TEACHERS

The parties will use the Secondary Staffing Committee to review and deploy the staffing in the Appendix "Student Success Teachers" of the PDT Agreement between the Ontario Secondary School Teachers' Federation and the Ontario Public School Boards' Association dated November 27, 2008 within the following parameters.

The Secondary Staffing Committee shall meet no later than February 28 of each year to discuss the implementation of (c) below.

- (a) As part of their Board-Wide Improvement Plan and comprehensive Student Success Plan, and within the resources provided by the Government, the Board will articulate a strategy to enhance programs and services for students over four (4) years.
- (b) The parties acknowledge their Secondary Staffing Committee to locally identify and promote effective practices for student success.
- (c) This strategy will lead to the deployment and identification of a minimum average of 1.0 Student Success Teacher FTE per secondary school and Alternate site. (30 FTE)

The number of FTE Student Success Teachers shall be:

2008-2009	30.0**
2009-2010	38.8
2010-2011	45.8
2011-2012	52.9
2012-2013	60.1


- (d) The strategy shall determine the deployment of the Student Success Teachers according to the following criteria:
 - Release time to enhance individual support for at-risk and disengaged students;
 - credit recovery and/or credit rescue;
 - increases in course offerings to improve student engagement;
 - strategic class size reductions (e.g. in Applied Courses)
 - other evidence-based strategies that improve student outcomes, as determined locally.

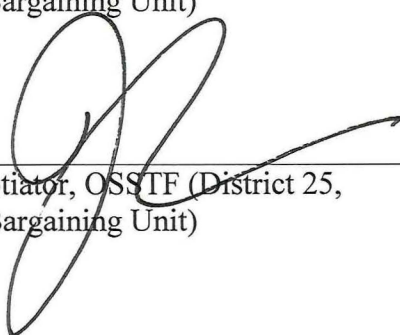
** The parties agree that funding received from Ministry of Education for the additional 4.4 FTE staff enhancements in 2008/09 will be applied for the purposes of amendments in Article L14.

Renewed at the City of Ottawa this 22 day of October 2024.


Chair of the Board


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President, OSSTF (District 25,
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LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: PILOT PROJECT – PROFESSIONAL DEVELOPMENT – CONTINUING
EDUCATION

Effective September 1, 2024, all Continuing Education teachers assigned to the Fall or Winter Credit Programs shall receive three (3) hours of paid professional development (the Fall/Winter PD). The Fall/Winter PD is mandatory and teachers will be able to choose from a list of approved topics as determined by the administration (the “Approved PD”). In circumstances where the teacher has recently completed all the Approved PD, the teacher may submit a proposal respecting an alternate topic(s) for self-study to the Principal of Continuing Education. It is understood that the Principal of Continuing Education retains the discretion to require the teacher to complete one or more modules of the Approved PD.


Effective Summer 2024, all Continuing Education teachers assigned to the credit Summer Program shall receive up to three (3) hours of paid professional development (the Summer PD). The Summer PD is voluntary and teachers will be able to choose from a list of topics as determined by the administration (the “Approved PD”). In circumstances where the teacher has recently completed all Approved PD, the teacher may submit a proposal respecting an alternate topic(s) for self-study to the Principal of Continuing Education for consideration. If approved, the teacher will need to provide satisfactory proof of completion of the alternate topic(s) for the purposes of payment.

This Letter of Understanding expires August 30 2026, unless the parties mutually agree to extend it year to year.

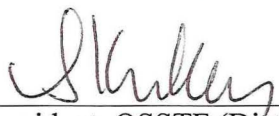
Signed at the City of Ottawa this 22 day of October 2024.



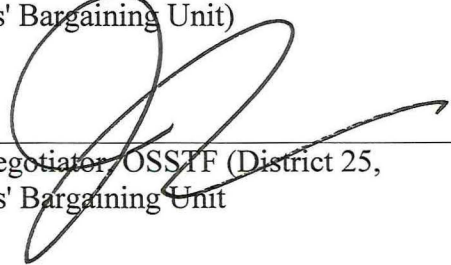
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LETTER OF UNDERSTANDING
Between
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THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: ADOPTION LEAVE SEB PLAN

WHEREAS Article L19.06 of the Collective Agreement provides for an Adoption Leave SEB Plan;

AND WHEREAS the Children's Law Reform Act was amended in 2016 so that parents of children born through surrogacy no longer needed to adopt their own children;

AND WHEREAS this change has resulted in parents of children born through surrogacy no longer being eligible for the Adoption Leave SEB Plan;


Therefore, the Parties agree as follows:

For the purposes of Article L19.06, a Teacher who has a child born through surrogacy shall be treated as if they had adopted the child.

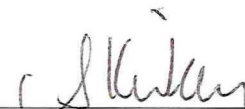
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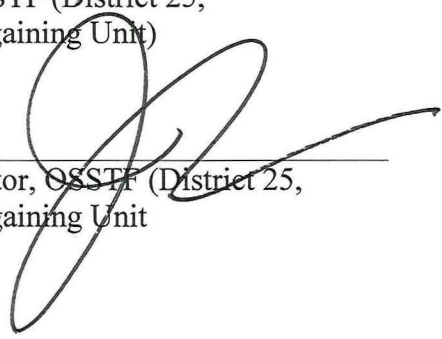
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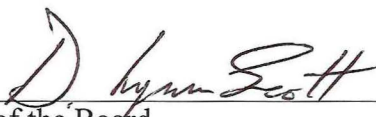
Re: INTERIM DISTRICT STUDENT PROGRESS REPORTS/INITIAL LEARNING UPDATES ("ILU")

- a) Teachers in semestered schools shall be required to complete one (1) interim District student progress report/ILU per student, per class, using an Employer designated software platform;
- (b) Teachers will select a level of student progress from a designated drop down menu;
- (c) Teachers will include one comment per student from a designated dropdown menu selection;
and
- (d) There will be no additional Learning Skills section included in the interim report/ILU.

This provision has no application to Ministry mandated reports.

This Letter of Understanding expires on August 30, 2026 unless otherwise agreed by the parties prior to that date.

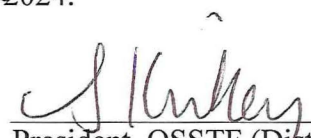
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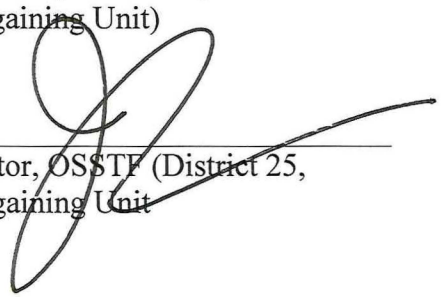
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Between
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THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: POSTING OF VACANCY LISTS – PILOT PROJECT

Notwithstanding the language of Article L25.11 (a) and L25.15, and in place of the current practice of the posting of Vacancy Lists, the parties agree to the following terms and conditions, effective September 1, 2024 for the purposes of staffing the 2025/2026 school year:

(a) All vacancies which are identified on school organizational charts for the following school year will be posted in the schools. A vacancy is a position that will exist for the ensuing school year and to which no teacher has been assigned.

(b) The first vacancy list ("Vacancy List 1") shall be restricted to voluntary transfers not to exceed the Teacher's current contract status;

(c) Qualified Teachers who apply for a voluntary transfer will be considered in the following order for the purposes of Vacancy List 1:

- First consideration shall be given to Teachers who have completed six (6) consecutive years of employment as a contract teacher in the same school ("Group A"); and
- Subsequent consideration shall be given to all eligible contract teachers ("Group B").

(d) Principals will not have access to the names or applications of candidates in Group B until the consideration of Group A is complete.

(e) For clarity, the only modifications from the current Collective Agreement language are as follows:


- Access to Vacancy List 1 as specifically set out in (c) above; and
- The restrictions on the timing of vacancies set out in L25.11 (a) and the preamble of L25.15.

(f) The pilot project will expire at the end of the 2024-2025 school year, unless renewed for the following school year on mutual consent.

Signed at the City of Ottawa this 22 day of October 2024.



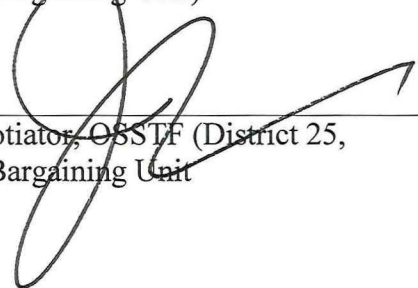
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LETTER OF UNDERSTANDING
Between
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(District 25, Teachers' Bargaining Unit)

Re: JOINT COMMITTEE RE ON-CALLS AND ISSCS

The parties agree to the formation of a joint committee with the objectives of:

- a) identifying system best practices in reference to assigning on-calls, with the goal of aligning practices across the district where reasonably possible. The parties recognize, however, distinctions between schools in terms of size, resources, and program offerings; and
- b) identifying best practices to support In-School Staffing Committees to fulfill their mandate as set out in L25.07.

The committee shall consist of up to four (4) representatives of the Federation and up to four (4) representatives of the Employer. Either party may invite additional resource personnel at the party's own expense, with advance notice to the Committee. The first meeting of the Committee shall occur no later than sixty (60) days after the coming into force of the Collective Agreement (subject to natural breaks).

It is understood that the Committee will endeavour to identify best practices respecting both (a) and (b) above, and to submit recommendations to senior staff for consideration.

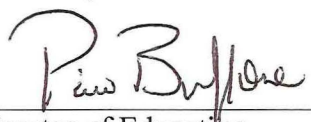
The Committee shall meet three (3) times unless otherwise mutually agreed between the parties, and shall endeavour to complete its work by June 30, 2025.

This Letter of Understanding expires on August 30, 2026.


Signed at the City of Ottawa this 22 day of October 2024.



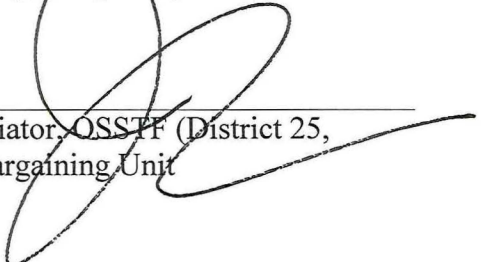
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