

COLLECTIVE AGREEMENT

Between

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
OSSTF/FEESO District 22 (Contract and Occasional Teachers)
(hereinafter call the "OSSTF/FEESO")**

and

**THE DISTRICT SCHOOL BOARD
OF NIAGARA
(hereinafter called the "Board")**

September 1, 2022 - August 31, 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

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

Patient is capable of returning to work with no restrictions.

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

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

First Day of Absence:

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

Date of Assessment:

dd mm yyyy

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

PHYSICAL (if applicable)

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

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*.

(A) 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]

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PART B – LOCAL TERMS

ARTICLE 1 PREAMBLE

1.01 It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the “Agreement”):

- (a) To set forth clearly the salaries, allowances, employee benefits, and other matters mutually agreed to, between the District School Board of Niagara and the Ontario Secondary School Teachers’ Federation.
- (b) To maintain and improve harmonious relations between the Board and the Bargaining Unit.
- (c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (d) To encourage best practices that ensure the delivery of effective public education and to commit to the principles of equity and diversity.

ARTICLE 2 RECOGNITION AND SCOPE

2.01 (a) The District School Board of Niagara recognizes the Ontario Secondary School Teachers’ Federation as the exclusive bargaining agent of all OSSTF/FEESO, District 22 Teachers covered by this Collective Agreement who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time, including Instructional Outreach Teachers.

- (b) For clarification:
 - i) “Teacher” bears the same meaning as “Part X.1 teacher” as defined in the *Education Act*, as amended.
 - ii) “Instructional Outreach Teacher” is defined as a teacher employed to assist a single student who is absent from

their regular school only because of a medical or health issue, which is expected to be of limited duration. In exceptional circumstances, the Board may assign an Instructional Outreach Teacher to teach these students in small groups of two or three students.

- iii) “Occasional Teachers”, as defined in the *Education Act*, as amended, are included in the bargaining unit covered by this Collective Agreement.
- iv) A person, once appointed as a Principal or Vice-Principal, is excluded from the bargaining unit even if such Principal or Vice-Principal is reassigned from time to time to perform duties in Board office(s).

2.02 The Board recognizes the Negotiating Team of OSSTF/FEESO, District 22, as the sole agent authorized by OSSTF/FEESO to negotiate on its behalf.

2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly appointed representative to assist, advise, or represent it in all matters pertaining to negotiation of this Agreement.

2.04 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the Director of Education or designate and to and from the President of District 22, OSSTF/FEESO or designate. All electronic correspondence shall be addressed to the other party using the Board’s email platform (currently Outlook).

2.05 No teacher under this Agreement shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of this Collective Agreement.

2.06 (a) When a representative of OSSTF/FEESO, District 22 comes into a workplace to speak to a member about union business, the OSSTF/FEESO, District 22 representative will first report to the Main Office, in accordance with Board Policy G-10.

(b) If a meeting of the whole staff of a school is called for Union business, the Branch President will inform the Principal of the

meeting.

ARTICLE 3 OSSTF/FEESO DUES AND ASSESSMENTS

3.01 The Board shall deduct from the salary of each teacher OSSTF/FEESO dues and assessments. Dues and assessments deducted with this Article shall, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, be remitted as follows:

- i) Dues and assessments certified by OSSTF/FEESO Provincial, to the Treasurer of OSSTF/FEESO at 60 Mobile Drive, Toronto, Ontario M4A 1H5.
- ii) Dues and assessments, certified by OSSTF/FEESO District 22, Niagara, to the Treasurer of OSSTF/FEESO District 22, Niagara.

3.02 The payment shall be accompanied by a dues submission list showing the names, wages earned, and dues and assessments deducted.

3.03 OSSTF/FEESO and/or OSSTF/FEESO, District 22, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF/FEESO and/or OSSTF/FEESO, District 22.

ARTICLE 4 DURATION AND RENEWAL

4.01 This Agreement shall be in effect from September 1, 2022 and shall continue in force up to and including August 31, 2026 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications, of this Agreement, in accordance with the *Ontario Labour Relations Act*.

4.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to Article 4.01, or within such further period as the parties agree upon.

4.03 Except for errors, inadvertencies or omissions, this agreement shall form the basis for computing all salaries and other conditions defined herein. Amendments or deletions to the terms and conditions contained herein

shall be made only by the mutual consent of both parties.

- 4.04 Notwithstanding 4.01 above, the parties, by mutual agreement, may commence negotiations for a renewal of the collective agreement prior to the ninety (90) day notice period.
- 4.05 There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the *Ontario Labour Relations Act*.
- 4.06 In the event of a strike by employees of the Board other than Members of OSSTF/FEESO District 22, the Board and OSSTF/FEESO District 22 recognize the following considerations:
- (a) Members of OSSTF/FEESO District 22, employed by the Board are bound to honour the terms and conditions of the Collective Agreement under which they have been hired, subject to applicable legislation and regulations;
 - (b) Where other Board employees are on strike and picket a Board operated or owned facility, a Member of OSSTF/FEESO District 22 is in breach of their employment with the Board if the Member fails to enter the Board operated or owned facility and carry on their duties, unless prevented from doing so due to circumstances beyond the Member’s control;
 - (c) A Member of OSSTF/FEESO District 22 is not in breach of their employment with the Board if the Member refuses to enter a Board operated or owned facility that is closed by the Medical Officer of Health;
 - (d) A Member of OSSTF/FEESO District 22 shall, if directed, be required to fulfill their professional duties, subject to the Acts and Regulations, at another location designated by the Board;
 - (e) When other Board employees are on strike, a Member of OSSTF/FEESO District 22 shall carry on their regular professional duties to the best of the Member’s ability without assuming functions that are normally discharged by the Board employees on strike.

ARTICLE 5 EMPLOYER’S RIGHTS

5.01 OSSTF/FEESO and OSSTF/FEESO, District 22 recognize that, within the limitations and qualifications contained in this Agreement, the Board has the sole and exclusive right to exercise duties and powers granted to it under the *Education Act*, as amended, and related statutes.

5.02 The District School Board of Niagara undertakes not to change any existing policy or implement any new policy affecting the terms of employment and working conditions of members of the bargaining unit without prior consultation with OSSTF/FEESO, District 22.

ARTICLE 6 PROBATIONARY PERIOD

6.01 (a) A newly hired teacher shall serve a probationary period of actual teaching of one (1) year with an extension for absences exceeding thirty (30) days in the probationary year. It is understood that the extension is equal to the number of days absent.

“Actual teaching” is defined as an accumulation of 0.67 or more teaching experience “under contract”. This will be calculated at the end of each semester.

(b) When, in the opinion of the Board, the performance of the teacher does not meet expectations, the Board reserves the right after consultation with OSSTF/FEESO, District 22 to extend the probationary period up to a maximum of (1) additional year.

ARTICLE 7 RESIGNATION OR RETIREMENT

7.01 (a) A teacher shall provide written notice by October 31, of the intention to terminate employment at the end of the first semester, and by April 1 of the intention to terminate employment effective June 30 or August 31.

(b) Teachers in their last school year of service prior to retirement may resign at any time provided written notice is given to the Board at least ninety (90) calendar days prior to the date of retirement.

7.02 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

7.03 In the event of the death of a teacher during the school year, the vacancy shall be filled, for the balance of the school year only, by an occasional teacher.

ARTICLE 8 TEMPORARY ASSIGNMENTS / TEACHERS-IN-CHARGE

- 8.01
- (a) The parties agree that a teacher who is a member of District 22 may volunteer to be temporarily assigned to a school or system administrative position for a period not to exceed one (1) school year less one (1) day.
 - (b) During the period of temporary assignment, the temporary assignment teacher, in accordance with Article 3.01, shall:
 - i) continue to be a member of OSSTF/FEESO District 22 and continue to pay OSSTF/FEESO dues and assessments certified by OSSTF/FEESO Provincial and those certified by OSSTF/FEESO District 22.
 - ii) not discipline or evaluate another OSSTF/FEESO District 22 TBU or OTBU teacher,
 - iii) continue to accumulate seniority, and
 - iv) continue to be subject to all the terms and conditions of this Collective Agreement.
 - v) not administer the attendance management process.

Temporary Vice-Principals (Long-Term)

- 8.02 A member of OSSTF/FEESO District 22 may be assigned as a Temporary Vice-Principal during the long-term absence of a school or system administrator. The Temporary Vice-Principal, during the period of the assignment, shall be responsible for the full duties of the administrator being replaced, save and except for the discipline or evaluation of another OSSTF/FEESO District 22 member as outlined in

8.01 (b).

- 8.03 (a) The Temporary Vice-Principal shall receive a per annum allowance equivalent to the difference between Group 4, maximum years of experience as set out in Article 21 of this Agreement and Year 0 for Secondary Vice-Principal, as set out in the Statement of Terms and Conditions of Employment for Principals/Vice- Principals, based on the number of days in the position of Temporary Vice-Principal.
- (b) Notwithstanding (a) above, a Consultant appointed to a position of Temporary Vice-Principal who is earning in excess of Year 0 for Secondary Vice-Principal, as set out in the Statement of Terms and Conditions of Employment for Principals/Vice- Principals, shall continue to receive their basic annual salary as a Consultant during the period of temporary assignment.

8.04 Where a member of OSSTF/FEESO District 22 is assigned to a position of Temporary Vice-Principal in a school, due to a retirement, resignation or personal leave of absence which ends at the end of a semester the teacher position shall be filled in the following order, a qualified redundant teacher, a redundant teacher by mutual consent, an occasional teacher.

Teachers-In-Charge (Short-Term)

- 8.05 (a) The parties agree that a teacher who is a member of OSSTF/FEESO District 22 may volunteer to be temporarily assigned as Teacher-In-Charge.
- (b) The Teacher-In-Charge shall be responsible for the operation of the school and the discipline, safety and well-being of students.
- 8.06 (a) A Teacher-In-Charge shall be compensated on the following basis:
- | | |
|-----------------------------|---------------------------------|
| Effective September 1, 2021 | \$16.60 per half day assignment |
| | \$33.19 per full day assignment |
- (b) Notwithstanding the above, on the fifteenth (15th) consecutive school day, the Teacher-In-Charge shall be paid a per annum allowance equivalent to the difference between Group 4, maximum years of experience as set out in Article 21 of this

Agreement and Year 0 for the appropriate administrator position, as set out in the Statement of Terms and Conditions of Employment for Principals/Vice- Principals, based on the number of days in the position of Temporary Administrator.

8.07 Where a classroom teacher is assigned to a position in accordance with Article 8.05 above, an Occasional Teacher shall be engaged to cover the classroom teacher's instructional classes and Alternative Professional Assignments so that no other teacher has an increase in duties as a result of 8.05 above.

8.08 Where a non-classroom teacher is assigned to a position in accordance with Article 8.05 above, an Occasional Teacher may be engaged to ensure continuity of services delivered to students.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.01 A teacher shall not be discharged or disciplined except for just cause.

9.02 (a) The Board and Union agree that they have the onus to educate administration and membership, respectively, as to the right to have Union representation at a meeting where either party has reasonable cause to believe that disciplinary action may result and to allow for timely Union representation.

(b) Whenever the Board or agent of the Board deems it necessary to censure a Teacher for their professional conduct or competence as a teacher, the Teacher shall be entitled to be accompanied by a representative from OSSTF/FEESO, District 22 at any meeting convened. The Teacher shall be advised of this entitlement prior to the meeting.

9.03 The Board or agent of the Board will inform the President or Vice-President of District 22, OSSTF/FEESO, prior to a meeting to censure that involves a first written warning or more serious discipline, as defined in Administrative Procedure 5-12.

9.04 The Principal will inform the OSSTF/FEESO Branch President prior to a meeting to censure that involves a verbal warning, as defined in Administrative Procedure 5-12.

9.05 The Board and the Union agree that there shall be no reprisal or discrimination, upon any Member because of Union membership, Union activity, or for exercising their rights or privileges under the Collective Agreement, Laws, Regulations, or Board Policies.

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 (a) It is the mutual desire of the parties that an alleged violation of the Collective Agreement of a teacher, or Board shall be addressed as promptly as possible and at the lowest administrative level possible.
- (b) If the alleged violation of the Collective Agreement cannot be resolved informally by consultation, the grievance procedure set out herein shall constitute the formal procedure to settle the grievance.
- 10.02 (a) A grievance shall be determined as any difference of opinion involving the interpretation, application, administration, or alleged violation of any term, provision, or condition of this Agreement including any question as to whether a matter is arbitrable.
- (b) A “party” shall be defined as:
- (i) OSSTF/FEESO District 22
 - (ii) the Board.
- (c) “Days” shall mean regular school days unless otherwise indicated.
- (d) “Individual Grievance” shall mean a grievance instituted by OSSTF/FEESO District 22 on behalf of one of its members.
- (e) “Group Grievance” shall mean a grievance lodged by OSSTF/FEESO District 22 on behalf of more than one of its members, all of whom are similarly affected.

(f) "Policy Grievance" shall mean a grievance that has general application, i.e. not confined in scope to an individual, and may be lodged by either the Board or OSSTF/FEESO District 22.

10.03 The parties may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance/arbitration procedure.

10.04 The time limits fixed in this grievance procedure may be extended by mutual consent of the parties to this Agreement.

10.05 There shall be no reprisals of any kind taken against any Board employee because of participation in the grievance or arbitration procedure under this Agreement.

10.06 Informal Stage

Any alleged violation of the Collective Agreement to be recognized as a grievance must first be discussed by the teacher, or OSSTF/FEESO District 22 representative with the Principal or immediate supervisor. The teacher has the right to OSSTF representation at any meeting. If the grievor is unable to resolve the alleged violation of the Collective Agreement, OSSTF/FEESO District 22 may file a formal grievance at Step 1.

10.07 OSSTF/FEESO District 22 shall have the right to file an Individual or Group Grievance at Step 1, as set out below. OSSTF/FEESO District 22 or Board shall have the right to file a Policy Grievance at Step 1, as set out below.

By mutual consent, the Parties may refer any grievance to any step of the grievance procedure.

(a) Step 1 (Individual or Group Grievance)

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the OSSTF/FEESO District 22, within twenty (20) school days OSSTF/FEESO District 22 may file a written grievance to the Human Resource Service Senior Manager, Employee Relations. The Superintendent of Human Resource Services (or designate) shall hear the grievance within ten (10) school days of receipt of the grievance and

answer the grievance in writing within ten (10) school days after the Step 1 grievance meeting.

The written grievance shall contain:

- (a) a description of how the alleged dispute is in violation of the Agreement; and
- (b) a statement of the facts to support the grievance; and
- (c) the relief sought; and
- (d) the signature of the Vice President of Protective Services/Chief Negotiator (or designate) of OSSTF/FEESO District 22.

(b) Step 1 (Policy Grievance)

Within twenty (20) school days of an unsatisfactory resolution at the informal stage, OSSTF/FEESO District 22 may file a policy grievance at Step 1. The Superintendent of Human Resource Services (or designate) shall hear the grievance within ten (10) school days of receipt of the grievance and answer the grievance in writing within ten (10) school days after the Step 1 grievance meeting.

Within twenty (20) school days of an unsatisfactory resolution at the informal stage, the Board may file a policy grievance at Step 1. The President of OSSTF/FEESO District 22 (or designate) shall hear the grievance within ten (10) school days of receipt of the grievance and answer the grievance, in writing, within ten (10) school days of the Step 1 grievance meeting.

10.08

(a) Step 2 (Individual or Group Grievance)

If no settlement is reached at Step 1, OSSTF/FEESO District 22, may, within ten (10) school days of receipt of reply of the Superintendent of Human Resource Services (or designate), file the matter with the Human Resource Services Senior Manager, Employee Relations. The Superintendent of Human Resource Services (or designate) and official(s) deemed relevant to the matter, shall meet with the OSSTF/FEESO District 22 President (or designate) and the Vice President of Protective Services/Chief Negotiator (or designate) within ten (10) school days to consider the grievance. The Superintendent of Human Resource Services

(or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

(b) Step 2 (Policy Grievance)

If the reply issued at Step 1 is unacceptable, OSSTF/FEESO District 22, may, within ten (10) school days of receipt of reply of the Superintendent of Human Resource Services (or designate), file the matter with the Human Resource Services Senior Manager, Employee Relations. A policy grievance filed by OSSTF/FEESO District 22 at Step 2 shall be heard by the Superintendent of Human Resource Services (or designate) within ten (10) school days. The Superintendent of Human Resource Services (or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

(c) If the reply issued at Step 1 is unacceptable, the Board may, within ten (10) school days of receipt of reply of the President of OSSTF/FEESO District 22 (or designate) file the matter with OSSTF/FEESO District 22. A policy grievance filed by the Board at Step 2 shall be heard by the President of OSSTF/FEESO District 22 (or designate) within ten (10) school days. The President of OSSTF/FEESO District 22 (or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

10.09

Step 3 – Arbitration

If the reply issued in Step 2 is unacceptable, either party may, within ten (10) school days of receiving the written reply, apply for arbitration and shall notify the other party in writing. Failure to proceed with notice for arbitration within the specified ten (10) school day period will result in forfeiture of rights to the arbitration procedure. The notice shall contain the name of the first party's appointee as a sole Arbitrator. The recipient of the notice shall, within ten (10) school days, inform the other party either that it accepts the other party's appointee as a sole Arbitrator or inform the other party of the name of its appointee. If the recipient of the notice fails to appoint an Arbitrator within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.

Upon the mutual consent of the Parties, a Board of Arbitration may be

substituted for a sole arbitrator appointed by the Parties.

The sole Arbitrator or Arbitration Board shall hear the grievance and shall issue a decision. The decision shall be final and binding upon the parties.

The decision of the majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The sole Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement. The sole Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

Each of the parties shall bear the expenses of their nominee, and the parties shall jointly bear the expenses of the Chair/Sole Arbitrator.

10.10 Grievance Mediation

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance/arbitration procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the timelines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs associated with the grievance mediation procedure in this article.

10.11 In the final and binding settlement of a grievance arising from a disciplinary action, an Arbitrator or Board of Arbitration may vary the disciplinary action and reinstate the teacher on such terms they think fit and which they consider to be just and equitable.

10.12 Either party may request the presence of the grievor or any other necessary witnesses at any step of this procedure.

ARTICLE 11 QUALIFICATIONS FOR SALARY GRID PLACEMENT

11.01 All teachers and occasional teachers covered by this Agreement shall as a condition of employment remain members in good standing with the

Ontario College of Teachers.

- 11.02 Members who have an OSSTF/FEESO Certification Rating Statement placing them in any category shall remain in that category for the purpose of salary categorization. A Certification Rating Statement issued by the Qualifications Evaluation Council of Ontario (QECO) shall replace an OSSTF/FEESO Certification Rating Statement. Category classifications shall be the current classification structure as established by the QECO Certification Plan. For the purpose of salary categorization, the Board recognizes that the Certification Rating Statement issued by the QECO Certification Board shall be final.
- 11.03 It shall be incumbent upon a newly appointed teacher to provide documented proof satisfactory to the Board in the form of a Group Certification Statement from QECO as to their appropriate group classification. A teacher shall be placed in Group 1 until such time as documentation is submitted for examination and after which time the teacher shall receive the appropriate differential amount retroactive to the commencement of duties. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the school year in which the Certification Statement is received by the Board.
- 11.04 No newly hired teacher shall receive a salary higher than that being paid to a member of the incumbent staff having similar or equal qualifications, experience, related trade and business experience, and responsibility.
- 11.05 A teacher who qualifies for a change in group by reason of improved qualification shall receive the appropriate differential amount at the level in the higher group as follows:
- (a) Where a teacher qualifies for a change in group on the basis of work completed after June 30th but before September 1st, the adjustment will be made effective September 1st. In order to qualify for the adjustment, the teacher must provide documentation to the Human Resources Department by January 15th.
 - (b) Where a teacher qualifies for change on the basis of work completed after September 1st but before February 15th, the adjustment will be made retroactively to February 1st. In order to qualify for an adjustment effective February 1st, the teacher must

provide documentation to the Human Resources Department by May 31st.

- (c) Where a teacher qualifies for a change in group on the basis of work completed after February 15th but before June 30th the adjustment will be made retroactively to May 1st. In order to qualify for an adjustment effective May 1st, the teacher must provide documentation to the Human Resources Department by September 30th.
- (d) Notwithstanding the timelines set out in (a), (b) and (c) for submission of documentation, the Board shall give due consideration to any special cases in which the teacher is unable to produce the required documentation through no fault of their own.

11.06 Teaching experience shall be understood to mean verified elementary or secondary teaching. In the event that a teacher holds an Ontario Teacher Certificate while teaching at a University, College of Applied Arts and Technology, Adult Training Centre or similar institutions, such experience shall be considered in calculating years of teaching experience.

11.07 In cases where teaching experience has been on a part-time basis, full time for part of a year, or, as an Occasional Teacher, the principle of accumulation shall apply. Where the number of days of teaching experience, prorated where necessary, divided by 194 has a fractional part of 0.5 or greater, the whole number shall be increased by one. No more than one year's teaching experience for salary purposes may be gained during a single twelve-month period.

11.08 Teachers currently on staff shall be placed, effective September 1st, at one level higher (up to the maximum) on the grid than the level at which they were on June 30 of the same year, subject to Article 11.07. Experience shall be credited as of September 1st of each year.

ARTICLE 12 CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY

12.01 Medical Documentation

- (a) After five (5) consecutive days of absence, no Sick Leave Credits

shall be allowed unless a medical certificate is furnished to the Human Resources Wellness Advisor (or designate) by a medical practitioner certifying the teacher's inability to attend to their duties due to personal illness or injury. Updated medical information specifically outlining limitations and restrictions may be required for the purposes of accommodation. The Board shall, if required, reimburse the teacher for the cost of obtaining such documentation.

- (b) Notwithstanding the above, the Board may require a teacher to submit the certificate thereunder for a period of absence of less than five (5) days. The Board shall, if required, reimburse the teacher for the cost of obtaining a medical certificate where the period of absence is less than five (5) days.
- (c) A Teacher has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The Board shall notify the Teacher of this right.

12.02

WSIB

- (a) An employee with sick leave credits who is injured during the course of their employment and loses time from work as a result of that injury, will continue to be paid full salary and benefits for each day of absence. One (1) day will be deducted from sick leave credits for each day of absence until the claim has been approved by the Workplace Safety and Insurance Board. Once the claim has been approved the sick days deducted will be reinstated, and the employee's WSIB payments will be topped up to 100% of salary.
- (b) The top-up amount shall be paid for a maximum of four (4) years and six (6) months.
- (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 (4) years six (6) 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) An employee without sick leave credits who is injured in the course of their employment and loses time from work will not receive any compensation until the Workplace Safety and Insurance Board approves their claim, and thereafter will receive pay directly from them at the current legislated ratio of pay. If the claim is not approved, there will be no compensation from the District School Board of Niagara nor the Workplace Safety and Insurance Board.

12.03

Retirement 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 only to those teachers eligible for the gratuity above:

- (a) Teachers continuously employed under the Secondary School Teachers' Collective Agreement with the Niagara South Board of Education on or before August 31, 1998 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (b) Teachers continuously employed under the Secondary School Teachers' Collective Agreement with the Lincoln County Board of Education on or before August 31, 1980 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (c) Teachers hired as of September 1, 1998 by the District School Board of Niagara or as of September 1, 1980 by the Lincoln County Board of Education shall not be entitled to a retirement gratuity.

12.04 In the event of the death of a teacher, entitled to a retirement gratuity in accordance with Article 12.03, such benefit, if not previously paid, shall be paid to the beneficiary named with respect to Group Life Insurance.

ARTICLE 13 LEAVE PLANS

13.01 The following absences for contract teachers will be without loss of sick leave credit, loss of salary, or loss of seniority:

(a) Bereavement

- i) Up to a total of five (5) school days may be allowed per bereavement for the following: parent, partner, child, common-law partner, or any other relative who resided in the household.
- ii) Up to a total of three (3) school days may be allowed per bereavement for the following: sibling, grandparent, grandchild, parent-in-law, sibling-in-law, child-in-law.
- iii) One (1) school day may be allowed per bereavement for a grandparent-in-law, aunt, uncle. In the case of extenuating circumstances, application may be made to the Superintendent of Human Resource Services (or designate) for additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

(b) Examinations or Convocations

A teacher, with the prior approval of the appropriate Supervisory Officer or Principal, may be absent from duty without loss of salary by reason of examinations and convocations as follows:

- i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one-half day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or

Principal.

- ii) A half-day period is granted for a teacher to attend their own post-secondary graduation ceremony or the post-secondary graduation ceremonies of their parent, parent-in-law, child, stepchild, child of a common-law partner, or partner. In addition to the half-day period mentioned in the foregoing, one-half day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.

(c) Jury Duty or Subpoena

Each teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which they are not a party or one of the persons charged, or attending a court appearance having to do with custody issues pertaining to a child for whom the teacher has responsibility, shall receive all benefits providing that the employee pays to the Board, any fee exclusive of travelling allowance and living expenses, that they receive as a juror or witness.

(d) Quarantine

A teacher who is quarantined or otherwise prevented by an order of the Medical Health Authorities, from attending their duties because of exposure to a communicable disease.

(e) Religious/Creed Holidays

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of five (5) days in any one (1) year for the observance of religious/creed holidays.

Indigenous Teachers may use existing short term paid leave:

- i. to vote in elections as indicated by self-governing Indigenous authority where the employee's working hours do not otherwise provide three hours free from work

and/or

ii. for attendance at Indigenous cultural/ceremonial events.

(f) Adoption Leave / Paternity Leave

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay when adoption leave under the *Employment Standards Act* is not taken and it is necessary for the teacher to attend on the day that an adoptive child is picked up or partners attending on the day of the birth of their child.

(g) Family Care Leave

A teacher shall in cases involving serious illness/injury, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of three (3) days in any one (1) year for the purpose of tending to the teacher's own children, parents, partner, common-law partner, parent-in-law, or any other relative who resides in the household.

(h) Special Circumstances Leave

Absence involving unusual or extenuating circumstances may be referred to the Director of Education (or designate) for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence. Without limiting the generality of the foregoing, such requests for absences may include, but are not limited to:

- i) attending a funeral other than in 13.01 above (up to one (1) day per occurrence);
- ii) bereavement as in 13.01 above where distance or circumstances warrant additional time.

(i) Hazardous Weather

A teacher who is unable to arrive at their workplace due to hazardous weather shall communicate by telephone to their principal or vice-principal. Such communication must include the current situation and the probability of getting to work at a later time.

13.02

Personal Leave (Full Time)

- (a) Reason for Leave – personal.
- (b) Who may apply - no restrictions, approved at the discretion of the Board.
- (c) How to apply – the Board may allow a personal leave of absence upon application in writing to the Superintendent of Human Resource Services or designate by April 1st prior to a first semester leave and by November 1st for a second semester leave.
- (d) Length of Leave - full semester or full school year.
- (e) Extension - up to two (2) full school years or four (4) consecutive semesters
- (f) Salary during Leave - without pay
- (g) Benefits during Leave - Subject to the agreement of the carrier(s), teachers may continue benefits at their own expense, provided payments are made to the Employee Life and Health Trust (ELHT).
- (h) Teaching Experience - Annual salary grid increments shall not be granted to the teacher for Grid Placement for the period during which they are on leave without pay.

Additional experience for salary grid purposes as per article 11 may be earned while on leave.
- (i) Seniority - Seniority shall continue to accrue during the

period of leave.

- (j) Return form Leave- A teacher returning from a leave of absence of a duration of one (1) year or less, shall be treated as a member of the staff of the school(s) to which the teacher was last assigned. A teacher returning from a leave of absence of a duration greater than one (1) year shall become a system responsibility and available for placement.

A member of the Local holding a Consultant, Resource Teacher or Instructional Coach position shall be guaranteed their former position upon return from leave, provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.

- (k) Other conditions - It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, of their intention to return to teaching from an approved leave of absence by the Friday prior to March break of the school year in which the leave expires. In the event of extenuating circumstances, the aforementioned date may be amended by mutual consent of the Board and the Local.

13.03

Personal Leave (Part Time)

- (a) Reason for Leave - personal
- (b) Who may apply - no restrictions, approved at the discretion of the Board.
- (c) How to apply - The Board may allow a personal leave of

absence upon application in writing to the Superintendent of Human Resource Services or designate by April 1st prior to a first semester leave and by November 1st for a second semester leave.

- (d) Length of Leave - full semester/full school year on a 33% or 66.67% basis. At the discretion of the Board, consideration may be given to requests of other increments in other circumstances.
- (e) Extension - up to two (2) full school years or four (4) consecutive semesters.
- (f) Salary during Leave - payment for % of time teaching.
- (g) Benefits during Leave - Subject to the agreement of the carrier(s), the Board's contribution toward premium costs for Life Insurance, Extended Health, Semi-Private Hospital and Dental Insurance shall be pro-rated, provided the teacher continues their contribution to the Employee Life and Health Trust (ELHT).
- (h) Teaching experience - Teaching experience shall be pro-rated for Grid placement in accordance with Article 11.07 during the period of part time leave.
- (i) Seniority - Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave - Subject to the redundancy provisions of the Collective Agreement, a teacher shall have the option of returning to a full-time teaching load similar to the position held prior to applying for the Part-Time Teaching Leave.

A member of the Local holding a Consultant, Resource Teacher or Instructional Coach position shall be

guaranteed their former position upon return from leave, provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.

- (k) Other conditions - It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, of their intention to return to teaching from an approved leave of absence by the Friday prior to March break of the school year in which the leave expires. In the event of extenuating circumstances, the aforementioned date may be amended by mutual consent of the Board and the Local.

13.04

Pregnancy/Parental/Adoption Leave

Pregnancy/Parental/Adoption Leave shall be granted according to the terms of the *Employment Standards Act* and in addition, the following conditions shall apply:

Pregnancy Leave Benefits

- (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 their 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 Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from the E. I. and their regular gross pay.

- (m) Seniority and experience continue to accrue during Pregnancy leave.
- (n) Employees living in Quebec and eligible for benefits under the QPIP, are also eligible for this SEB plan.
- (o) The Board shall provide for teachers on parental/adoption leave a supplementary employment benefits plan.

The plan will pay during three (3) weeks an amount equal to 100% of the teacher's regular salary for parental/adoption benefits, provided that the teacher is eligible for parental/adoption benefits under E.I. laws and regulations and provided that they provide documentation to the Board. The payment from the Board will be payable to the Member only for those days during the three (3) weeks which fall on regular school days. The maximum net payment from the Board will not exceed the equivalent of two (2) weeks' salary at 100%.

13.05

Leave for OSSTF/FEESO, District 22 Officers

- (a) Upon application by OSSTF/FEESO, District 22, leave will be granted for up to the equivalent of three (3) full-time teachers. Such leave will be granted for District 22 activities and must be submitted to the Board, wherever possible, by June 1 of the preceding school year.
- (b) Each teacher on leave shall receive regular salary and benefits, experience for grid placement and seniority. The Board will pay for the full cost of salary and contributions for benefit plans (or the equivalent) for the District 22 President. OSSTF/FEESO, District 22, shall reimburse the Board for the full cost of salary and benefits for any additional Officers.
- (c) A teacher on leave in accordance with this Article shall not be

allocated Sick Leave/Short Term Disability Leave Plan days during the period of approved leave.

- (d) A teacher returning from a leave under this article has the right to be assigned to a teaching position, subject to the corresponding procedures set out in Article 14.
- (e) OSSTF/FEESO, District 22 shall be responsible for any WSIB costs related to injuries which occur during the period of a long-term Union leave, as set out in (a) above.

13.06

Leave for OSSTF/FEESO, District 22 Business

- (a) At the request of the OSSTF/FEESO, District 22, the Board may excuse from teaching duties one or more teacher(s) for the purpose of conducting official Federation business. Such leave shall be subject to prior arrangements with the Director of Education, the reasonable requirements of the timetable and the availability of occasional teachers to replace the teachers involved. Absences may be segments of 0.33, 0.67 or full days but, in any event, the maximum time of such leave shall not exceed an aggregate maximum of fifty (50) school days in each year, exclusive of negotiations between the parties.
- (b) Members of OSSTF/FEESO, District 22 granted leave under 13.06 (a) shall suffer no loss of salary or benefits. OSSTF/FEESO, District 22 agrees to reimburse the Board for the full cost, including wages and benefits and applicable statutory deductions, of any Occasional Teachers required to replace teachers on such leave.

13.07

Provincial Office Leave

- (a) In the event that a member of OSSTF/FEESO, District 22 is elected or appointed to an office with the Provincial Office of OSSTF/FEESO, the Board agrees to give that teacher an indefinite leave of absence without pay.
- (b) It shall be the responsibility of the teacher to notify the Board of their election or appointment to the Provincial Office by March 31. Notification of leave must be provided to the Board each school year. Similarly, a teacher returning to teaching from the Provincial Office must notify the Board by March 31.

- (c) The time spent on leave shall not entitle the teacher to grid increment(s) for that time but shall be entitled to full seniority and continuous service recognition.

13.08

Political Leave

- (a) In the event that a member of OSSTF/FEESO, District 22 is elected to Provincial or Federal Parliament, the Board agrees to give that teacher a leave of absence without pay for the elected term(s) of office.
- (b) It shall be the responsibility of the teacher to notify the Board of their election within five (5) days of the results becoming official and request the granting of leave. Similarly, a teacher returning to teaching from such leave must notify the Board within five (5) days of leaving office and request placement at the earliest available opportunity in a position for which the teacher is qualified.
- (c) The time spent on leave shall not entitle the teacher to grid increment(s) for that time but shall be entitled to full seniority and continuous service recognition.

13.09

Return from Leaves

- (a) A teacher returning from a leave of absence of a duration of one (1) year or less, shall be treated as a member of the staff of the school(s) to which the teacher was last assigned.
- (b) A teacher returning from a leave of absence of a duration greater than one (1) year shall become a system responsibility and available for placement.

13.10

Employee-Financed Leave

- (a) The teacher shall make arrangements with the Superintendent of Human Resource Services or designate for determining the year in which the leave is taken and the percentage of regular teaching salary to be held back for each year of teaching in the years prior

to taking the leave.

A teacher on an Employee-Financed Leave shall be replaced by an Occasional Teacher during the term of the teacher's leave.

Employee-Financed Leaves are to be taken for personal or educational reasons. Employee-Financed Leaves shall not be granted for the purposes of taking permanent employment elsewhere.

- (b) The salary that is held back by the Board shall be placed in trust in the PenFinancial Credit Union or other approved financial institution, in the teacher's name and given to the teacher, along with accrued interest, in a manner agreed to by the Board and the teacher in the year in which the leave is taken. The teacher may choose to receive the payments on the regular payment schedule, outlined in Article 17.
- (c) Subject to any limitations set out by the insurance carrier(s), employee benefits will be maintained during the leave of absence provided that the teacher pays the OSSTF/FEESO Employee Life and Health Trust (ELHT) the full cost of premiums.
- (d) If the teacher is declared redundant to the secondary panel during the years of salary hold back leading to an Employee-Financed Leave under this plan, the Board shall pay to the teacher the full amount of salary withheld up to that time along with any accrued interest, in a manner agreed to by the teacher and the Board.
- (e) If the teacher leaves the employ of the Board prior to taking the leave, then the Board shall pay to the teacher the full amount of salary withheld up to that point, along with accrued interest, in a manner agreed to by that teacher and the Board. If the teacher dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest on a date specified, in a manner agreed to by the Board and the executor(s) or administrator(s) of the estate.
- (f) If a teacher decides not to return to the Board following an Employee-Financed Leave, the Board shall be notified as soon as

possible of this decision and not later than April 1 of that year.

- (g) A teacher taking an Employee-Financed Leave for a period of one (1) year or less shall be returned to the same teaching position from which they left before the leave, if the position still exists.
- (h) The Employee-Financed Leave shall be treated as a year's teaching experience for seniority purposes with the Board, within the meaning of Article 14, but shall not entitle the teacher for increment for that year.
- (i) Teachers applying for Employee-Financed Leave will be sent a copy of the District School Board of Niagara Administrative Procedure 5-04 (Employee Financed Leave Plan). The teacher shall be responsible for following the directions set out in the Administrative Procedure.

ARTICLE 14

SENIORITY

14.01

Seniority

- (a) Seniority shall be defined as uninterrupted teaching service with the District School Board of Niagara, including its predecessor Boards, attained since the last date of hire.
- (b) Last date of hire, for seniority purposes, shall be the first day of the month in which the teacher began continuous, uninterrupted permanent or probationary employment with the District School Board of Niagara, the Niagara South Board of Education, Lincoln County Board of Education, or their predecessor Boards.
- (c) Continuous uninterrupted teaching service shall include active full-time and part-time permanent or probationary employment; time spent on approved leave-of-absences and time spent on a recall list in accordance with provisions of predecessor (Niagara South Board of Education and Lincoln County Board of Education) Collective Agreements.
- (d) Notwithstanding paragraphs (a), (b) and (c) above, under no circumstance is any teacher to have less/more seniority with the

District School Board of Niagara than the teacher had with the predecessor Board (Niagara South Board of Education or the Lincoln County Board of Education) at the time of amalgamation of said predecessor Boards.

- (e) Where an elementary teacher attains employment as a teacher in the OSSTF/FEESO District 22 which this Collective Agreement covers, the seniority of such teacher shall include continuous, uninterrupted service as a teacher in the elementary panel of the District School Board of Niagara or its predecessor Boards, immediately prior to attaining such employment. The transfer of teachers from the elementary to secondary panel will only occur if positions are available and if no qualified or deemed capable secondary teacher will be displaced as a result of the transfer. This clause shall stand as long as this arrangement is reciprocal with the elementary panel.

Notwithstanding the above, effective September 30, 2005, seniority for newly hired teachers shall be defined as the length of uninterrupted teaching service with the District School Board of Niagara as a secondary teacher and a member of OSSTF/FEESO District 22. Article 14.01 (e) shall expire on September 30, 2005.

- (f) Where teachers have equal seniority, the order of seniority shall be determined by the following criteria taken in order as follows:
- i) Length of prior permanent or probationary teaching experience with the District School Board of Niagara or its predecessor Boards;
 - ii) Total number of years of permanent or probationary teaching experience in elementary and/or secondary schools in Ontario;
 - iii) Total number of years of permanent or probationary teaching experience in elementary and secondary schools in Canada;
 - iv) Seniority on the Secondary LTO list for teachers hired on or after September 1, 2015, reflecting service credit as of August 31st;
 - v) By lot.

14.02

(a) Termination of Seniority and Employment

The seniority of a teacher shall be terminated, and the teacher's employment deemed at an end, for any of the following reasons:

- i) the teacher resigns or retires,
- ii) the employment of the teacher is terminated for just and sufficient cause,
- iii) the teacher is not recalled within the recall period provided for in this collective agreement,
- iv) the teacher, while on the recall list, twice refuses an equivalent time position for which the teacher is qualified,
- v) the teacher, while on the recall list, accepts severance pay, as provided under the *Employment Standards Act* or in this Collective Agreement.

14.03

Surplus to School

- (a) When a school is deemed to be overstaffed, teachers will be declared surplus to their school by the Principal in consultation with the school's ISSAC. Factors to be considered will include program needs and then seniority within qualifications.
- (b) If any party disagrees with the decision in (a) above or (d) below, the matter will be referred to OSSTF/FEESO, District 22, which will present the case to the Superintendent of Human Resource Services.
- (c) The decision of the Superintendent of Human Resource Services is final.
- (d) Teacher(s) declared surplus to a school may be given the option to return to that school should a position for which the teacher is qualified become available prior to June 1st of the current school year, in order of seniority.

14.04

Potential Redundancy Declaration

- (a) A staff reduction shall occur when the projected full-time equivalent number of teachers required for the following school year is less than the number of full-time equivalent teachers employed in the current school year (less resignations received).
- (b) If the number of teachers required for the following year is less than the number currently employed (less resignations received), the Board shall declare at a date to be determined by the SAC a number of teachers potentially redundant to the needs of the system equal to the potential staff reduction.
- (c) Teachers initially identified as being potentially redundant shall be notified in writing by the Superintendent of Human Resource Services at a date to be determined by the SAC. Such notice shall indicate that the teacher is being declared potentially redundant as a result of a necessary reduction in the number of teaching positions available for the subsequent year. A copy of such notice shall be provided to OSSTF/FEESO District 22.

14.05

Redundant Teacher(s)

When the staffing needs for the school system have been met subject to any requirements negotiated by the parties and the total number of teachers employed exceeds the total required, the number in excess is the number of teachers who may be declared redundant. Such teachers shall be the teachers with the least seniority.

- (a) All teachers identified as being redundant shall be placed on the recall list in seniority order.
- (b) A redundant teacher shall have a right of recall in order of seniority to an equivalent position conditional on being qualified in the subject area(s). In the event that there are no qualified teachers, the Board may offer the position in seniority order to redundant teachers by mutual consent.
- (c) The right of recall shall extend for three (3) years commencing with the start of the school year for which the teacher has been declared redundant.

- (d) A teacher previously on a full-time assignment who accepts recall into a part-time assignment shall be entitled to a full-time position, subject to subsequent surplus determination and subject to (g) below.
- (e) Teachers on the recall list shall keep the Board and OSSTF/FEESO District 22 informed in writing, of any change in qualifications and change of address and/or telephone number required by the Board to contact them for possible assignment.
- (f) Redundant teachers eligible to remain on the recall list shall notify the Board by letter, no later than March 1 that they wish to remain on the recall list.
- (g) No external hiring shall take place until positions have been offered to redundant qualified members and then in accordance with Article 15.
- (h) A teacher who has been declared redundant and has not been placed in accordance with the provisions of the collective agreement shall, upon application, be added to the Secondary LTO List, with date of hire to the Occasional Teacher Roster determining seniority, until the end of the recall period or a placement, whichever comes first.

14.06

Seniority List

- (a) By February 15 or earlier if the process in Article 14.01 (f) is complete. Seniority Lists will be developed by the Board indicating each teacher's name and current work location by order of seniority projected to June 30th of the current school year, as defined by this Article. Copies of the Seniority List will be posted on the Board's internal web site and all teachers will have access to both the secondary teacher and secondary occasional teacher seniority lists.
- (b) By February 28th, or within ten (10) school days of receipt of the Seniority List, whichever is earlier, OSSTF/FEESO District 22 will respond, in writing, to the Human Resources Department indicating any disagreement regarding the accuracy of the list.

- (c) By March 15th, or within twenty (20) school days of provision of the Seniority List, whichever is earlier, OSSTF/FEESO District 22 and representatives of the District School Board will meet, if required, to resolve any alleged discrepancies, prior to March 31st. Decisions made to resolve any discrepancies must be consistent with the terms of this article.

14.07

Teacher Exchange and Transfers Across Panels

- (a) A secondary teacher who is granted an exchange with a teacher in the elementary panel or who is successful in obtaining a transfer to the elementary panel shall be considered on an approved leave of absence from OSSTF/FEESO District 22, and the Board shall not deduct any OSSTF/FEESO fees for the duration of the exchange or transfer.
- (b) The teacher shall become a statutory member of the Elementary Teachers Federation of Ontario for the duration of the leave.
- (c) Upon returning to OSSTF/FEESO District 22 from the leave, the teacher shall have restored all seniority accrued up to the last day worked prior to the commencement of the leave.
- (d) The exchange must be made by the mutual consent of the teacher(s), the principals of both schools, OSSTF/FEESO District 22 and the Superintendent of Human Resource Services.
- (e)
 - i) An exchange or transfer shall be for a period not to exceed one (1) school year. After the exchange or transfer, the teacher shall have the right to return to the same school and the same position subject to the conditions of Articles 14.03 and 14.04 of the Collective Agreement.
 - ii) For purposes of surplus/redundancy declaration during the year of the exchange or transfer, any teacher on an exchange or transfer defined in 14.06 (a) will be the responsibility of the originating school.
- (f) No transfers shall be approved until all unassigned contract staff have been placed.
- (g) The exchange or transfer may be renewed for a second year provided that there is a continued mutual consent of all parties

and the preceding requirements are met.

- (h) With the mutual consent of the teacher(s), the Board and OSSTF/FEESO District 22, the exchange may become permanent provided that this does not cause any surplus or redundancy in the first year that the exchange or transfer becomes permanent.

ARTICLE 15 PART-TIME TEACHERS

15.01 The salary of a teacher having less than a full-time assignment shall be pro-rated on the basis that their workload bears to the workload of a full-time teacher, as defined in Article 18.01, over a full school year. The teacher shall enjoy all the benefits of this Agreement for which the teacher is eligible pro-rated to the time employed.

- 15.02 (a) Part-time teachers shall be given the opportunity to increase their teaching time. Teachers requesting increased time will be given priority in the staffing process:
- 1. in order of seniority;
 - 2. subject to qualification on their Ontario College of Teachers certificate of qualification; and
 - 3. subject to submission of an application form for increased teaching time by March 1st.
- (b) Increased Teaching Time applications as defined above shall be considered to remain in effect for the following school year.
- (c) Notwithstanding 15.02 (a) (iii), teachers hired or recalled to a part time schedule after March 1st shall be automatically considered to have submitted an application form for increased teaching time.
- (d) No external hiring shall take place until the process defined above is completed.

ARTICLE 16 MEDICAL PROCEDURES

- 16.01 (a) No contract teacher or occasional teacher shall be required to carry out any medical procedures, except as may be required by law or by any Board Policies and Administrative Procedures which are predicated on said law.
- (b) Except as may be required under law, no contract teacher or occasional teacher shall be required by the Board to examine/diagnose students for communicable conditions or diseases.
- (c) While contract teachers and occasional teachers are not required to perform the procedures as set out in (b) above, they may volunteer to do so under the direction of the Principal. The Board shall assume all liability under these conditions.

ARTICLE 17 METHOD OF PAY

17.01 A teacher's annual salary for the contract year, as determined under Article 21, shall be paid as follows:

- 4.167% on the 15th and the last day of the months of September to August, provided that if the 15th or the last day falls on a Saturday, Sunday or Holiday Monday, then the salary payments will be issued on the preceding Friday.

Applicable payroll deductions will be made from each of the payments detailed above.

17.02 Notwithstanding the above, a teacher upon the termination of their employment with the Board shall, at that point have their salary adjusted in accordance with Article 17.03 to reflect the actual amount earned.

17.03 A teacher is entitled to be paid their annual salary in proportion to the sum of the total number of school days on which the teacher performs their duties (or is paid pursuant to this Agreement) bears to the sum of the total number of school days in the school year.

17.04 Prior to any adjustment to salary as a result of an overpayment or an underpayment, the Board official responsible for Human Resources (or designate), shall consult with the teacher to discuss the timing for the

necessary adjustment.

ARTICLE 18 STAFF ALLOCATION AND WORKLOAD

18.01 Each full-time teacher will be assigned a maximum of six (6.0) periods. Unassigned time shall be available to the teacher for preparation and planning.

18.02 In addition, each full-time teacher may also be assigned up to the following maxima half-period Alternative Professional Assignments (APA) comprised of either on-calls, supervisions, student mentoring and/or teacher mentoring based on seventy-five (75) minute periods or equivalent.

(a) Off-Site Alternative Education Teachers, Specialized School to Community Teachers, Education and Community Partnership Programs (ECPP) Teachers and Cooperative Education Teachers will be assigned up to the following maxima Alternative Professional Assignments comprised of student mentoring:

For the duration of this agreement - 50 half periods.

(b) School Based Program Leaders will be assigned Alternative Professional Assignments comprised of Teacher Mentoring on the basis of one-half ($\frac{1}{2}$) period per department section from a minimum of ten (10) to a maximum of twenty-five (25). (For example, a School Based Program Leader with 8 sections will be assigned 10 Teacher Mentoring Alternative Professional Assignments, a School Based Program Leader with twelve (12) sections will be assigned 12 Teacher Mentoring Alternative Professional Assignments, and a School Based Program Leader with 37 sections will be assigned 25 Teacher Mentoring Alternative Professional Assignments.)

(c) School Based Program Leaders may be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls and supervisions.

For the duration of this agreement, Alternate Professional Assignments will be 50 half periods less those assigned in Article

18.02 (b) with a maximum of 24 on-calls.

(d) All other teachers may be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls and supervisions. For the duration of this agreement, Alternate Professional Assignments will be 24 half period on-calls and 26 half period supervisions.

18.03 (a) Every effort shall be made to equitably distribute supervisions and on-calls among teaching staff assigned to the school.

(b) No teacher shall be assigned more than one-half ($\frac{1}{2}$) period of supervision and/or on-call per day to a maximum of two (2) per week.

18.04 (a) The Principal in consultation with the ISSAC shall determine the school needs for Alternative Professional Assignments which shall be equitably assigned among the teaching staff. The Principal and the ISSAC may review and revise assignments to address school needs, as long as the assignments remain equitable and in compliance with the parameters set out in this article.

(b) Supervisions and/or on-calls may be scheduled in blocks, subject to the agreement of the ISSAC.

18.05 All part-time teachers shall have their assigned duties and day pro-rated to a full-time teacher assignment as defined in Article 18.01.

18.06 No teacher shall be assigned other duties during the school day in addition to those set out in Article 18.01 through 18.03 above. Notwithstanding, in unforeseen circumstances (e.g. inclement weather, emergency situations, etc.), teachers may be assigned additional professional duties which exceed the parameters set out in Articles 18.02 and 18.03.

18.07 Any scheduling of supervisions outside the school day must be with the mutual consent of the teacher, the Principal and the OSSTF/FEESO District 22 President.

18.08 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:30 a.m. and 1:45 p.m.

18.09 No classroom teacher shall be allocated assigned time over a continuous interval exceeding two-hundred and twenty-five (225) minutes, excluding travel time between classes or breaks.

18.10 Multi-Subject Instructional Period (MSIP) Schools

Notwithstanding the above, the following shall apply to MSIP schools.

MSIP schools are defined as those schools having a five-period instructional day on a daily basis.

- (a) Full-time teachers in the school identified within will continue to be assigned a workload as outlined elsewhere in this article with the exception of Articles 18.01 and 18.09.
- (b) Unassigned time shall be available to the teacher for preparation and planning.
- (c) No teacher shall be allocated assigned time over a continuous interval exceeding one-hundred-and-eighty (180) minutes, excluding travel time between classes or breaks.
- (d) Every attempt will be made to have the sizes of MSIP classes balanced.
- (e) Teachers scheduled in the MSIP period will not be responsible for assessment, evaluation, preparation, or reporting regarding the students assigned, however, teachers will be responsible for assisting students with mastering instructional expectations and recording attendance for purposes of reporting within the school only.
- (f) MSIP classes will not be used as detention rooms or for "in-school suspensions".
- (g) A classroom visit pertaining to a Teacher Performance Appraisal will not occur during an MSIP period.

- (h) All MSIP teachers will use their discretion as to whether to permit additional students (on a casual basis) into their MSIP class who are not on their MSIP class list.
- (i) Each classroom teacher will be assigned an MSIP as prescribed in the chart in 18.10 (n).
- (j) Teachers with a full or partial non-classroom assignment may be assigned their MSIP in the non-classroom area.
- (k) The MSIP shall be limited to a total of not more than 27 students with an additional flex factor of two (2).
- (l) Periods, including MSIP, shall be 60 minutes in length.
- (m) All On-Calls are half period (30 minute) equivalents, which may be put into one-hour blocks with the agreement of the ISSAC. Supervisions are at maximum non-MSIP half period (37.5 minute) equivalents.
- (n) The numbers of on-calls and supervisions will be:

For the duration of the 2022-2026 agreement

| Assignment (Classes) | FTE Status | MSIP Periods | 30-Minute On-Calls | 37.5-Minute Supervisions |
|-----------------------------|-------------------|---------------------|---------------------------|---------------------------------|
| 1 | 0.167 | 22 | 5 | 4 |
| 2 | 0.333 | 44 | 10 | 7 |
| 3 | 0.500 | 66 | 15 | 13 |
| 4 | 0.667 | 88 | 20 | 17 |
| 5 | 0.833 | 110 | 25 | 22 |
| 6 | 1.000 | 132 | 30 | 26 |

- (o) In the portion of the semester when a teacher is assigned to an MSIP class, the teacher will not be assigned on-calls.
- (p) The total number of on-calls in one week shall be at most five half-periods.

- (q) That teachers assigned in an (MSIP) school who work less than full-time will have their workload pro-rated and that the MSIP period be contiguous to the assigned teaching period(s) for all such teachers.

Note:

Four MSIP Teachers will supervise three MSIP classes for one semester or for one full school year. In other words, an MSIP teacher will cover three-quarters of the MSIP periods in a semester in quarter semester blocks or will cover three-quarters of the MSIP periods in a full school year in half-semester blocks.

- 18.11 (a) As the basis for timetabling, the following class size maxima are effected for the 2022-2026 school years:

| Grade 9/10 | | Grade 11/12 | |
|-------------------------------|--------------------|-------------------------------|--------------------|
| Ministry Level of Instruction | Class Size Maxima | Ministry Level of Instruction | Class Size Maxima |
| Academic (D) | 30 | University (U) | 30 |
| Applied (P) | 23 | University/College (M) | 30 |
| Applied (K) | 20 | College (C) | 28 |
| Open (O) | 28 | Workplace (E) | 24 |
| Open (SSTW sites) | 25 | Workplace (K) | 20 |
| Essential (L) | 20 | Open (O) | 28 |
| De-streamed (W) | 26 | Open (SSTW sites) | 26 |
| Program | Class Size Maxima | Program | Class Size Maxima |
| Tech (T) | 21 | Tech (T) | 21 |
| Tech (K) | 17 | Tech (K) | 17 |
| Coop (COO) | 28 credits/section | Coop (COO) | 29 credits/section |
| Credit Recovery | 22 | Credit Recovery | 22 |
| Learning Strategies | 20 | Learning Strategies | 20 |
| Alternative Pathways | 20 | Adult Education | 31 |
| | | College Link | 25 |
| | | Niagara Link | 25 |
| | | Alternative Pathways | 20 |

NB – Computer-based or health care-based technology courses with no equipment supervision or safety concerns (“soft tech”), can be increased to a class size maxima of 23. These classes cannot exceed flex.

- (b) Exceptions to the class size maxima set out in (a) above may be made if necessary and must be agreed to by the teacher affected, the Principal and the OSSTF/FEESO District 22 President.
- (c) A Teacher’s timetable shall have a maximum number of students determined as follows:
 - i) the applicable maxima in 18.11 (a), and
 - ii) classes may exceed class size maxima by a flex factor of two. No more than three (3) classes per teacher per school year may use the flex factor.
- (d) In addition to the flex factors noted above:
 - i) Further, for 5% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students above the flex factor.
 - ii) No teacher will have more than three classes per year, with no more than two (2) classes per semester, impacted by paragraph i) without mutual consent of the Principal, teacher and OSSTF/FEESO District 22 President.
 - iii) The exceptions as per i) and ii) shall be shared with the SAC and school-based staffing committees.

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

18.12 Any multi-level class shall be considered at the lower level if more than four (4) students in the class are at the lower level.

18.13 The school administration shall produce a Class Size Report for each class, by semester, using the class size maxima stated in Article 18.11 and 18.12 above. The Class Size Report, and a teacher assignment report, will be shared with the ISSAC in each school.

- 18.14 The In-School Staffing Advisory Committee (ISSAC) in each school shall identify any discrepancies between actual class sizes and the class size maximums stated in Article 18.11.
- (a)
 - i) For first semester, the ISSAC in each school shall ensure that the actual class sizes are within the parameters of Article 18.11 by the third Friday in September.
 - ii) If, for the first semester, any class remains outside the parameters of Article 18.11, the ISSAC in each school shall report to the SAC those classes by the first Friday in October. The SAC shall make any necessary adjustments or determine any necessary exceptions.
 - iii) By October 31 for the first semester, no class shall exceed the parameters of Article 18.11 unless agreed to by the SAC.
 - (b)
 - i) For second semester, the ISSAC in each school shall ensure that the actual class sizes are within the parameters of the class size maximums in Article 18.11 by the third Friday in February.
 - ii) If, for the second semester, any class remains outside the parameters of Article 18.11, the ISSAC in each school shall report to the SAC those classes by the fourth Friday in February. The SAC shall make any necessary adjustments or determine any necessary exceptions.
 - iii) By March 31 for second semester, no class shall exceed the parameters of Article 18.11 unless agreed to by the SAC.
- 18.15 Class size maxima not addressed in this Article will be referred to the SAC for determination.
- 18.16 Class size divisors will be reviewed annually by SAC.

18.17 Any other case by case exceptions to Article 18.11 will be referred to the SAC for determination.

Reporting on Student Achievement

18.18 Teachers shall have a minimum of twenty-four (24) hours between the completion of the final exam for a course and the submission of marks for that course. Extensions to the twenty-four hours will not be unreasonably withheld, provided it does not interfere with promotion meetings or preparation for graduation.

18.19 Early Progress Reports

Early Progress Reports will be completed once each semester by teachers.

Reporting of Absence

18.20 (a) For the purpose of reporting an unanticipated absence, a teacher should make an entry (by telephone or web) in the Board approved Attendance Reporting System prior to 6:45 a.m. on the day of absence. Provided such entry is made before the specified time, this shall be the only reporting of absence required.

(b) If it is necessary for a teacher to report an unanticipated absence after 6:45 a.m., the teacher shall make a phone call to the teacher's school, as directed by the school administration, and make an entry (by telephone or web) in the Board approved Attendance Reporting System if so directed.

18.21 For purposes of employment insurance the number of insurable hours to be reported shall be 8 hours per day.

ARTICLE 19 CONTINUING EDUCATION CREDIT COURSES

19.01 The parties agree that this Article sets out all rights and privileges for Continuing Education teachers who are teaching a credit course. It is understood that continuing education credit courses are those taught at Night School and Summer School.

19.02 Teachers and Occasional Teachers interested in teaching secondary Continuing Education Programs are invited to send in applications to the

Continuing Education department.

19.03

Summer School/Night School

- (i) The Board shall give first consideration to Continuing Education Summer School/Night School Teachers who are qualified to teach a course and according to the number of years of service teaching Summer School/Night School. Teachers who apply may indicate preferred subject area(s) for which they are qualified through the application process.
- (ii) Exceptions may be made where hiring is not based solely on qualifications, but rather includes applicable experience. These will be identified by the Board and shared with the Union. Such exceptions will not be unreasonably applied.
- (iii) The Board will supply to the Union a list of all hired Summer School/Night School teachers by site, including all those in non-classroom positions.
- (iv) Seniority Lists will be posted by the Board prior to the start of the hiring process for Summer School/Night School.

19.04

Effective September 1, 2021:

The salary of Continuing Education teachers shall be \$50.94 per hour (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*)

Effective September 1, 2021:

The salary of Continuing Education Teachers of Self Study Courses shall be paid \$9.37 per booklet marked (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*).

Effective September 1, 2022:

The salary of Continuing Education teachers shall be \$52.47 per hour (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*)

Effective September 1, 2022:

The salary of Continuing Education Teachers of Self Study Courses shall be paid \$9.65 per booklet marked (including Vacation Pay and Statutory Holiday Pay under the Employment Standards Act).

Effective September 1, 2023:

The salary of Continuing Education teachers shall be \$54.04 per hour (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*)

Effective September 1, 2023:

The salary of Continuing Education Teachers of Self Study Courses shall be paid \$9.94 per booklet marked (including Vacation Pay and Statutory Holiday Pay under the Employment Standards Act).

Effective September 1, 2024:

The salary of Continuing Education teachers shall be \$55.53 per hour (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*)

Effective September 1, 2024:

The salary of Continuing Education Teachers of Self Study Courses shall be paid \$10.21 per booklet marked (including Vacation Pay and Statutory Holiday Pay under the Employment Standards Act).

Effective September 1, 2025:

The salary of Continuing Education teachers shall be \$56.92 per hour (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*)

Effective September 1, 2025:

The salary of Continuing Education Teachers of Self Study Courses shall be paid \$10.47 per booklet marked (including Vacation Pay and Statutory Holiday Pay under the Employment Standards Act).

19.05

Continuing Education principals shall be responsible for arranging Occasional Teacher coverage for absent Continuing Education Teachers.

- 19.06 The Board agrees that no Continuing Education teacher who is teaching a credit course shall be disciplined or discharged except for just cause.
- 19.07 The grievance procedure in Article 10 will apply to night school and summer school credit course teachers.
- 19.08 Seniority lists will be developed for Summer School/Night School/Self-Study and distributed for correction and scrutiny at the same time as the seniority list for regular day-school teachers.
- 19.09 The Board and a continuing education teacher (night school, summer school teacher of credit courses) shall give written notice to the other of not less than two (2) weeks should either wish to terminate the teacher's employment in that program prior to the end of the assignment. Such notice shall not apply in the event of termination for cause.

ARTICLE 20 STAFFING

- 20.01 (a) Based on the projected Average Daily Enrolment (ADE), the FTE teaching staff assigned shall be the number of FTE staff required to fulfill the terms set out in this collective agreement.
- (b) 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.

Staff Allocation Committee

- 20.02 (a) Composition of the SAC will be determined by the Board and OSSTF/FEESO District 22 respectively, to a maximum of three (3) representatives each. A Board representative will act as Chair. The purpose of this Committee is defined in Article 20.02 (c) below.
- (b) As soon as practical, but no later than the second Friday in April, the Chair of the SAC shall convene a meeting of the SAC and all secondary school principals for the purpose of reviewing the system staffing needs, the staffing timelines, and to determine

the names of the potentially redundant teachers. The Chair of the SAC will immediately inform, in writing, any teacher identified as potentially redundant in accordance with Article 14.04. In addition, principals will be required to identify vacant positions of responsibility for the purpose of immediately posting to the system such positions.

- (c) The SAC shall operate on a yearly basis and shall hold meetings as required to:
 - i) annually review the previous year's staffing process, recommend procedural changes for the upcoming year provided such changes are consistent with the terms of this Collective Agreement, and establish timelines for the upcoming year;
 - ii) monitor the entire staffing process;
 - iii) act as an appeal body to the staffing process;
 - iv) ensure that teachers have the qualifications necessary to meet the program needs;
 - v) review the staff implications created by school closures and make process recommendations; and
 - vi) assist in developing a tracking sheet for on-calls and supervisions to be used by all schools and reported, as requested, by the SAC.
- (d) Subsequent to the initial job posting as referenced above, the SAC shall annually establish procedures to fill vacancies identified after the initial posting. Additional postings may be created, or the SAC may direct the filling of positions from the list of potentially redundant teachers, or with new hires.
- (e) Before the Friday of the third week in May, the Superintendent of Human Resource Services shall convene a meeting of the SAC and all secondary school principals to review the results of the process indicated in (c) above. Should staff, other than potentially redundant staff, remain unassigned at this time, the Superintendent of Human Resource Services shall ensure that such teachers are assigned to suitable positions for which they are

qualified.

- (f) In the event there is no position in the system for which a teacher is qualified, the teacher shall be placed in a position subject to being qualified and deemed capable to fulfill the program needs and requirements. The Board shall notify the teacher in writing, copy to the District Office that they expect the teacher will undertake to become qualified as soon as possible and not later than two (2) years following. If the teacher has failed to undertake getting qualified, the teacher shall be declared redundant.
- (g) Any teacher, who as of May 31, continues to be considered as potentially redundant, shall be declared redundant to the needs of the school system and shall have their employment terminated by the District School Board of Niagara at the end of the current school year and shall be afforded recall rights in accordance with the provisions set out in this Collective Agreement.

Teacher-Initiated Exchange

20.03

Teachers who wish to exchange assignments with another teacher shall first discuss their request with the Principal of the home school. Such exchanges may be arranged for a period of up to one (1) school year, after the staffing process has taken place, with the agreement of both principals and both teachers. Such teacher-initiated exchanges are subject to the final approval of the Superintendent of Human Resource Services.

School Closure/Amalgamation

20.04

- (a) In the event of the closing of one (1) or more secondary schools, displaced staff will receive priority of placement in the staffing process.
- (b) Prior to and during the staffing process, consultation/interviews with all displaced staff will take place to provide information, options and to obtain preferences as to teaching

assignment/geographical area.

- (c) The Staffing Allocation Committee (SAC) will establish and monitor the specific procedures as they are required.
- (d) The SAC will meet within 90 school days of the Board's decision to close or amalgamate or open a Secondary School, to establish specific procedures.

In-School Staffing Advisory Committee

20.05

- (a) An In-School Staffing Advisory Committee shall be established and maintained from year to year in each secondary school.
- (b) An In-School Staffing Advisory Committee shall be comprised of the following school personnel:
 - two (2) representatives from the teaching staff of the school (one of whom shall be the Branch President or designate and the other to be determined by the staff),
 - the Principal,
 - a Vice-Principal.
- (c) The Committee will review the number of staff allocated to the school during the staffing process by the Staff Allocation Committee (SAC).
- (d) The Committee shall provide input to the Principal with respect to section allocation within the school.
- (e) The Committee will review the method of staffing the school during the school year, including potential redundancy declarations, transfers, and the posting of vacancies.
- (f) The Committee shall meet at least three (3) times per year and shall report on its activities to the full school staff at the staff meeting next following any meeting of the In-School Staffing Advisory Committee.
- (g) The Committee will review the in-school staffing and will report,

in writing, areas of concern and/or difficulty to the Staff Allocation Committee.

ARTICLE 21 SALARIES AND ALLOWANCE

- 21.01 (a) Each teacher shall be paid a basic annual salary in accordance with the teacher’s position on the appropriate Salary Scale as set out in Article 21.02 and where applicable such other allowances.
- (b) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of Continuing Education teaching experience for the purpose of grid placement.
- 21.02 (a) **Basic Salary Scale – Teachers**

Effective September 1, 2021

| Years of Teaching Experience | Group 1 | Group 2 | Group 3 | Group 4 |
|------------------------------|---------|---------|---------|---------|
| 0 | 50,788 | 52,206 | 58,490 | 61,095 |
| 1 | 55,999 | 57,451 | 64,102 | 67,155 |
| 2 | 60,055 | 61,963 | 68,681 | 72,084 |
| 3 | 63,663 | 65,766 | 73,048 | 76,024 |
| 4 | 66,952 | 69,230 | 76,693 | 80,710 |
| 5 | 70,246 | 72,699 | 80,336 | 84,634 |
| 6 | 73,538 | 76,167 | 83,979 | 87,663 |
| 7 | 76,830 | 79,627 | 87,616 | 90,631 |
| 8 | 80,118 | 83,096 | 91,262 | 94,459 |
| 9 | 83,049 | 86,161 | 94,905 | 98,304 |
| 10 | 85,098 | 88,817 | 97,817 | 102,836 |
| 11 | | | 100,109 | 107,387 |

Effective September 1, 2022

| Years of Teaching Experience | Group 1 | Group 2 | Group 3 | Group 4 |
|------------------------------|---------|---------|---------|---------|
| 0 | 52,312 | 53,772 | 60,244 | 62,928 |
| 1 | 57,679 | 59,174 | 66,025 | 69,169 |
| 2 | 61,856 | 63,822 | 70,471 | 74,246 |
| 3 | 65,573 | 67,739 | 75,240 | 78,304 |
| 4 | 68,960 | 71,307 | 78,994 | 83,131 |
| 5 | 72,353 | 74,880 | 82,746 | 87,173 |
| 6 | 75,744 | 78,452 | 86,498 | 90,293 |
| 7 | 79,135 | 82,016 | 90,244 | 93,350 |
| 8 | 82,522 | 85,589 | 94,000 | 97,293 |
| 9 | 85,540 | 88,746 | 97,752 | 101,254 |
| 10 | 87,651 | 91,481 | 100,751 | 105,921 |
| 11 | | | 103,112 | 110,609 |

Effective September 1, 2023

| Years of Teaching Experience | Group 1 | Group 2 | Group 3 | Group 4 |
|------------------------------|---------|---------|---------|---------|
| 0 | 53,881 | 55,385 | 62,052 | 64,816 |
| 1 | 59,409 | 60,950 | 68,006 | 71,244 |
| 2 | 63,712 | 65,737 | 72,864 | 76,474 |
| 3 | 67,540 | 69,771 | 77,497 | 80,654 |
| 4 | 71,029 | 73,446 | 81,363 | 85,625 |
| 5 | 74,524 | 77,127 | 85,229 | 89,788 |
| 6 | 78,017 | 80,805 | 89,093 | 93,002 |
| 7 | 81,509 | 84,477 | 92,952 | 96,150 |
| 8 | 84,998 | 88,156 | 96,820 | 100,212 |
| 9 | 88,106 | 91,409 | 100,684 | 104,291 |
| 10 | 90,280 | 94,226 | 103,774 | 109,099 |
| 11 | | | 106,206 | 113,927 |

Effective September 1, 2024

| Years of Teaching Experience | Group 1 | Group 2 | Group 3 | Group 4 |
|------------------------------|---------|---------|---------|---------|
| 0 | 55,363 | 56,908 | 63,758 | 66,599 |
| 1 | 61,043 | 62,626 | 69,876 | 73,204 |
| 2 | 65,464 | 67,545 | 74,867 | 78,577 |
| 3 | 69,397 | 71,690 | 79,628 | 82,872 |
| 4 | 72,982 | 75,466 | 83,601 | 87,980 |
| 5 | 76,573 | 79,248 | 87,573 | 92,257 |
| 6 | 80,162 | 83,027 | 91,543 | 95,559 |
| 7 | 83,751 | 86,800 | 95,508 | 98,794 |
| 8 | 87,335 | 90,581 | 99,483 | 102,967 |
| 9 | 90,529 | 93,922 | 103,453 | 107,159 |
| 10 | 92,763 | 96,817 | 106,628 | 112,099 |
| 11 | | | 109,126 | 117,060 |

Effective September 1, 2025

| Years of Teaching Experience | Group 1 | Group 2 | Group 3 | Group 4 |
|------------------------------|---------|---------|---------|---------|
| 0 | 56,747 | 58,331 | 65,352 | 68,264 |
| 1 | 62,569 | 64,191 | 71,623 | 75,034 |
| 2 | 67,101 | 69,233 | 76,739 | 80,541 |
| 3 | 71,132 | 73,482 | 81,619 | 84,943 |
| 4 | 74,807 | 77,352 | 85,691 | 90,180 |
| 5 | 78,488 | 81,229 | 89,762 | 94,564 |
| 6 | 82,166 | 85,103 | 93,832 | 97,948 |
| 7 | 85,845 | 88,970 | 97,895 | 101,264 |
| 8 | 89,518 | 92,845 | 101,970 | 105,542 |
| 9 | 92,792 | 96,270 | 106,040 | 109,838 |
| 10 | 95,082 | 99,237 | 109,293 | 114,902 |
| 11 | | | 111,854 | 119,987 |

(b) **Basic Salary Scale – Consultants**
 (Appointed prior to February 1, 2009)
Effective September 1, 2021

| Years of Experience | Consultants |
|---------------------|-------------|
| 0 | 112,438 |
| 1 | 113,895 |
| 2 | 115,348 |
| 3 | 116,810 |
| 4 | 118,266 |
| 5 | 119,719 |

(c) **Consultants appointed after February 1, 2009**

i) Basic Salary Scale – Consultants

Teachers appointed to the position of Consultant will receive an annual allowance over and above their basic salary scale as set out in Article 21.02 (a) and (b) above as follows:

- Effective September 1, 2021 \$7,942

ii) Notwithstanding 21.02 (c) above, a teacher who has been appointed to the position of Consultant prior to February 1, 2009 and is reappointed to the position, shall continue to be compensated in accordance with the salary grids set out in 21.02 (a) - (b) above while remaining in the position.

21.03 In no case shall the basic salary paid including any additional amounts outlined in 21.04 exceed the teacher’s category maximum as set out in the salary grid.

21.04 (a) **Related Professional Experience**

At the discretion of the Board, related business experience may be recognized as teaching experience for salary grid placement on

the following basis:

| <u>No. of Years Related Business Experience</u> | <u>No. of Years Teaching</u> |
|---|------------------------------|
| 0.5 to 3.4 years | 1 year |
| 3.5 to 6.4 years | 2 years |
| 6.5 or more years | 3 years |

The years calculated for related experience shall be those in excess of the years required to obtain entrance to an Ontario Faculty of Education. The onus shall be on the Teacher to produce evidence of such experience at the time of hiring. In cases where related experience has been for part of a year or on a part-time basis, the principle of accumulation shall apply. For teaching experience not eligible for years of experience for salary grid placement and therefore classified as Related Experience, "year" shall be considered as the academic year of the institution concerned and part-time teaching pro-rated accordingly.

(b) Related Trade Experience for Technical Teachers

Effective September 1, 2002:

At the discretion of the Board, related trade experience may be recognized as teaching experience for salary grid placement year for year, up to a maximum of five (5) grid steps for Teachers assigned to teach Technical subjects. A year of related trade experience will be deemed to consist of twelve (12) months of such experience.

Effective September 1st in the year following ratification of the 2022 – 2026 agreement, the following shall apply:

At the discretion of the Board, related trade experience may be recognized as teaching experience for salary grid placement year for year, up to a maximum of ten (10) grid steps for Teachers assigned to teach technical subjects. A year of related trade experience will be deemed to consist of twelve (12) months of

such experience.

The years calculated for related experience shall be those in excess of the years required to obtain entrance to an Ontario Faculty of Education. The onus shall be on the Teacher to produce evidence of such experience at the time of hiring. Under no circumstances may recognition of any related trade experience result in the salary for a teacher exceeding the salary level maximum in the salary schedule.

- (c) In the event that the Ministry of Education issues guidelines pertaining to related experience different from those set out in (a) and (b) above, such guidelines shall be used to determine related experience no sooner than the school year following the issuance of the guidelines.

21.05

Post-Graduate Degrees

- (a) Contract Teachers employed by the Board on August 31st, 1998 and in receipt of allowances for post-graduate degrees shall continue to be compensated for such degrees in accordance with the provisions of the Collective Agreement under which they were employed on August 31st, 1998.
- (b) Effective September 1, 2019, contract teachers shall be entitled to a one-time payment of \$1,768 per post graduate degree upon the completion of the degree and providing documentation acceptable to the Board. Post graduate degrees shall be defined as a Master's degree, Doctorate degree or equivalent recognized by a Canadian university. The contract teacher shall qualify for only one Master's degree and only one Doctorate of Philosophy degree or equivalent. Such one-time payment will only be available where the entire degree is in addition to the requirements for Category (Group) placement.

21.06

School-Based Program Leaders

- (a) A teacher holding a school-based position of additional responsibility shall be referred to as a "School-Based Program Leader".
- (b) A teacher holding a School-Based Program Leader position must be scheduled for more than half-time, teaching in the program

area of the School-Based Program Leader position and be assigned to the school on a daily basis for the full school year.

(c) The school Principal, in consultation with the Program Leaders Council, shall determine the School-Based Leadership Positions from the list of program areas, as set out in (e) below. The Principal may combine program areas to create umbrella School-Based Program Leadership positions.

(d) i) Schools with an Official Projected Enrolment (OPE) of 1200 or greater shall have fourteen (14) School-Based Program Leaders.

Schools with an Official Projected Enrolment (OPE) of 800 to 1199 students shall have twelve (12) School-Based Program Leaders.

Schools with an Official Projected Enrolment (OPE) of 550 to 799 students shall have eleven (11) School-Based Program Leaders.

Schools with an Official Projected Enrolment (OPE) of 400 to 549 students shall have ten (10) School-Based Program Leaders.

Schools with an Official Projected Enrolment (OPE) of less than 400 students shall have eight (8) School-Based Program Leaders.

Alternative Education/Lifetime Learning shall have an aggregate of two (2) School-Based Program Leaders.

ii) All schools shall have an Information Technology Leader appointed by the Principal on a term basis. The Information Technology Leader is deemed to be part of the Program Leaders Council.

The annual allowance for an Information Technology Leader shall be as follows:

- Effective September 1, 2021 \$1,691

(e) Program areas may include, but shall not be limited to:

Arts
Business
Canadian & World Studies
Co-op
English
Geography
Guidance/Student Services
Health & Physical Education
Languages
Literacy
Mathematics
Numeracy
Science
Social Sciences
Special Education
Special Needs
Specialized School-To-Work
Student Success
Technology

(f) A teacher appointed to a School-Based Leadership Position for the 2010/2011 school year, and subsequent school years, which was not an acting position, shall be deemed to have a term appointment of four (4) years.

Notwithstanding the above, during the term of an appointment as School-Based Program Leader, a position itself may be eliminated if the Official Projected Enrolment (OPE) crosses a threshold which requires such change including school closures. When such a change occurs, there will be no red circling of the allowance.

It shall be the Principal's responsibility to reorganize program areas, in accordance with Article 21.06 (c) above, based on the program needs of the school.

(g) The allowance paid to an individual in an acting School-Based Program Leader position shall be prorated, based on the number of days worked in that position divided by 194 school days.

(h) The annual allowance for a School Based Program Leader shall be as follows:

- Effective September 1, 2021 \$2,330

21.07 The hourly rate for Instructional Outreach Teachers shall be as follows:

Effective September 1, 2021: \$29.69
(Inclusive of 4% statutory holiday pay and vacation pay)

Effective September 1, 2022: \$30.58
(Inclusive of 4% statutory holiday pay and vacation pay)

Effective September 1, 2023: \$31.50
(Inclusive of 4% statutory holiday pay and vacation pay)

Effective September 1, 2024: \$32.36
(Inclusive of 4% statutory holiday pay and vacation pay)

Effective September 1, 2025: \$33.17
(Inclusive of 4% statutory holiday pay and vacation pay)

ARTICLE 22 EMPLOYEE BENEFITS

22.01 As a condition of employment, contract teachers are required to participate in the Ontario Teachers’ Insurance Plan for Long-Term Disability Insurance and shall contribute 100% of the required Premiums.

22.02 The Board’s contribution toward premium costs for Extended Health and Dental Insurance shall be pro-rated for part-time contract teachers in accordance with Article 15.01.

ARTICLE 23 TRAVEL ALLOWANCE

23.01 (a) Contract Teachers required to travel in the performance of their regular duties shall be compensated according to the terms and conditions set out in the applicable Board policy.

Where the assignment of a regular teacher requires travelling

between two (2) or more schools within the Board's jurisdiction on the same day, the Board shall reimburse the long-term occasional or occasional teacher hired to replace that regular teacher at the Board's current kilometer rate.

Occasional teachers covered under this collective agreement who also have a part-time regular teaching assignment, are not entitled to Travel Allowance, as set out in Article 23.01 above.

- (b) Teachers covered under this collective agreement will not be entitled to be compensated for travel between two work locations which occurs due to their acceptance of a short term or long-term Occasional Teacher assignment at another work location.

ARTICLE 24 TEACHER PERFORMANCE APPRAISALS

- 24.01 The Board and OSSTF/FEESO District 22 agree that Teacher Performance Appraisal (New Teacher Induction Program (NTIP), Performance Appraisal for Experienced Teachers (PAET)), shall be conducted in accordance with the *Education Act*, relevant legislation, and in accordance with the Ministry of Education's technical manuals.
- 24.02 The Board and OSSTF/FEESO District 22 agree as to the right to have Union representation at any meeting following a performance appraisal which was rated unsatisfactory and allow for timely Union representation.
- 24.03 During the pre-observation meeting, the Principal and Teacher will set the date and time for the classroom observation.

ARTICLE 25 NOTICES

- 25.01 Each teacher shall keep the Human Resources Department informed, in writing, of their current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such teacher, and any notice sent by the Board by registered mail to the address of the teacher which appears on the Board's Human Resources records shall be conclusively deemed to have been received by the teacher.

ARTICLE 26 E-LEARNING

- 26.01 Secondary school credits shall not be delivered by means of an “electronic classroom” without the knowledge and agreement of OSSTF/FEESO District 22.
- 26.02 Secondary school students under 21 years of age taking credit courses through an electronically delivered curriculum shall be recorded on the day school register of the home school and shall be assigned to a class which is one of the six (6) classes assigned to a member of OSSTF/FEESO District 22.
- 26.03 Secondary school students, 21 years of age or over, who are taking credit courses through an electronically delivered curriculum shall be assigned to a class taught by a member of OSSTF/FEESO District 22 and shall be recorded on the continuing education register at the work location of that member.
- 26.04 A student of the Board may enrol in an electronically delivered credit course offered by another school board only if the credit is not offered in the student’s school and not offered by electronically delivered curriculum by this Board in a given semester.
- 26.05 Credit courses offered by electronically delivered curriculum shall be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.
- 26.06 A class that is taking a course for secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the same class size maxima/PTC maxima as other classes in the secondary system. Credits granted for such classes shall be used to generate FTE teachers within OSSTF/FEESO District 22. No e-learning credit course shall exceed 35 students. Any teacher whose assignment includes e-learning will have their PTC or equivalent adjusted to that portion of the teacher’s assignment that is not e-learning.
- 26.07 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the member assigned to the

electronic classroom. The curriculum for electronically delivered credit courses shall be the responsibility of the Board.

26.08 All electronically delivered courses shall be scheduled for record purposes during the regular school day, largely completed during one semester and the member's work location shall be in a secondary school or other Board facility within the Board's jurisdiction.

26.09 A member teaching electronically delivered course(s) shall be assigned a workstation/work area in the member's secondary school with all the necessary resources for teaching an on-line course. A member assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Article 18 of this Collective Agreement.

26.10 A member teaching electronically delivered courses shall correspond with students only through a Board server.

26.11 A member teaching electronically delivered courses shall report to District School Board of Niagara supervisory personnel only.

26.12 For purposes of staffing a surplus declaration, a member assigned to teach electronically delivered credit courses shall be included in the staff complement of the secondary school which is the work location of the member. Each time the school is staffed the member has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.

26.13 All job postings for electronically delivered credit courses shall be posted in accordance with Article 20 of this Collective Agreement.

26.14 The Board agrees to provide OSSTF/FEESO District 22 with all information pertaining to enrolment, staffing, funding and costs of credit courses offered by electronic delivered curriculum.

ARTICLE 27 HEALTH AND SAFETY

27.01 The Board and OSSTF recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

27.02 At the sole discretion of, and upon approval of the Health and Safety Officer, a teacher who requests safety footwear shall be reimbursed up to a maximum of \$300.00 for CSA approved safety footwear, CSA approved prescription safety glasses, or a combination of both every two (2) years. All other required Personal Protective Equipment deemed necessary by the Board shall be provided by the Board. Persons to whom PPE is issued shall wear the PPE when exposed to the hazard for which it was issued.

ARTICLE 28 ACCESS TO FILES

28.01 A teacher shall be provided with a copy of any written report directly pertaining to that teacher within three (3) school days of the report being signed.

28.02 A teacher shall sign any such report for the sole purpose of indicating that a copy of the report has been received. Such signature does not suggest agreement or disagreement with the content of the report. Teachers shall be able to append attachments to such reports.

28.03 A teacher, or designate in writing, shall have access to the teacher's personnel file held by the Board or agent of the Board and shall be entitled to make a reasonable number of copies, without cost, of any materials contained therein. The teacher, (or designate) shall make application in writing, to the Human Resource Services Senior Manager, Employee Relations, who shall upon receipt of the request arrange for access to the file within three (3) school days. Before being allowed to access their file, the teacher, (or their designate) shall be required to provide proof of identity.

28.04 (a) Documents contained in a teacher's personnel file which are of a disciplinary nature and all supporting documents shall be removed from the file two (2) years, or less at the discretion of the Director of Education, or designate, after their date of issue, provided that there is no recurrence of behaviour requiring additional disciplinary action.

(b) Notwithstanding 28.04 (a), disciplinary material issued to a Teacher indicating serious physical or psychological harm to

students or other employees of the Board shall remain on the Teacher's file unless the disciplinary action is subsequently altered through the grievance procedure.

- (c) The parties agree that letters of Counsel and Expectation are non-disciplinary in nature and not subject to the grievance/arbitration process and shall be removed from the file two (2) years, or less at the discretion of the Director of Education, or designate, after their date of issue, provided that there is no recurrence of behaviour requiring additional action.

28.05 A teacher wishing to have documents removed, as referenced above in Article 28.04, shall make application, in writing, to the Human Resource Services Senior Manager, Employee Relations through OSSTF/FEESO District 22.

28.06 The Board agrees that employee files, including files containing information pertaining to Criminal Reference Checks, shall be kept in a secure location at the Board's Education Centre.

28.07 The only official Personnel file shall be the one referenced in 28.03.

ARTICLE 29 COMMUNICATION

29.01 This collective agreement will be posted on the District School Board of Niagara's internal web site within thirty (30) days of the signing of the agreement.

29.02 Current Board policies are available electronically to OSSTF/FEESO, District 22 and all members covered by this Collective Agreement.

29.03 The Board will consult with OSSTF/FEESO, District 22 prior to implementing any change in the school calendar.

29.04 The Superintendent of Human Resource Services (or designate) will provide to the OSSTF/FEESO District 22 President a list of newly hired bargaining unit members showing their names and worksites within ten (10) school days of the appointment.

29.05 On their respective websites, each party shall provide a link to the other

party's website.

29.06 The Board shall provide a bulletin board for the use of the OSSTF/FEESO District 22 Bargaining Unit at an appropriate location in each work site upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Bargaining Unit Members and/or Occasional Teachers.

29.07 All meetings shall be arranged through the Human Resource Services Department and the OSSTF/FEESO District 22 President. Unless otherwise mutually agreed, meetings shall be arranged as soon as practical but no later than ten (10) school days from receipt of the notice from the Party requesting the meeting.

ARTICLE 30 PD FUNDING

30.01 The Board shall provide for the contract and occasional teachers the sum of Seventy-Five Thousand (\$75,000) dollars to OSSTF/FEESO District 22 annually for the purpose of Professional Development. This money will be allocated to OSSTF/FEESO District 22. The terms of reference will be determined by OSSTF/FEESO District 22 and distributed according to those terms.

30.02 The amount referred to in Article 30.01 shall be paid to the OSSTF/FEESO District 22 by September 30th of each year, provided OSSTF/FEESO District 22 submits to the Board, an audited financial statement accounting for disbursements from the fund.

30.03 Any unused portion of this fund will only be used for purposes of Professional Development in subsequent years, as per terms of reference above.

ARTICLE 31 BOARD EMAIL PLATFORM (CURRENTLY OUTLOOK)/ BOARD POLICIES AND PROCEDURES

31.01 Teachers covered under this Collective Agreement are strongly encouraged to access their Board Email Platform accounts and appropriate conferences at least once each workday, when they are at their regular worksite and carrying out their regular work assignments.

ARTICLE 32 OCCASIONAL TEACHERS

32.01 The sole terms and conditions of employment under this Agreement applicable to Occasional Teachers are set out under Article 32 of this Agreement.

32.02 The following Articles of the Collective Agreement shall also apply to Occasional Teachers:

Article 2 - Recognition

Article 3 – OSSTF/FEESO Dues and Assessments

Article 4 – Duration and Renewal

Article 5.03 – Management Rights

Article 9 – Discipline and Discharge

Article 10 – Grievance Procedure

Article 23 – Travel Allowance

Article 25 - Notices

Article 27 – Health and Safety

Article 28.01, 28.02, 28.03, 28.04 (a) only, 28.05, 28.06 – Access to Files

Article 29.01, 29.06 only – Communication

Article 30 – PD Funding

32.03 Part-time teachers employed under the Collective Agreement who are accepted by the Board for additional employment as occasional teachers shall be covered by articles applicable to Occasional Teaching employment. Part-time Teachers who have agreed to work as an occasional teacher shall be placed on the Occasional Teacher Roster upon hire as an occasional teacher.

32.04 Occasional teachers serving on the Negotiating Committee shall receive salary for each day spent negotiating with the Board’s Negotiating Committee prior to conciliation. OSSTF/FEESO District 22 will reimburse the Board for any associated costs.

DEFINITIONS

32.05 “Occasional teacher” shall bear the meaning given in the *Education Act*, as amended from time to time. The current meaning set out in the *Education Act* is as follows:

“A teacher is an occasional teacher if they are employed to teach as a

substitute for a teacher or temporary teacher who is or who was employed by the board in a position that is part of its regular teaching staff including continuing education but,

- (a) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for them shall not extend past the end of the school year in which the death occurred; and
- (b) if the teacher substitutes for a teacher who is absent from their duties for a temporary period, the teacher's employment as the substitute for them shall not extend past the end of the second school year after their absence begins."

32.06 "Short-term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is ten (10) consecutive teaching days or less.

32.07 "Long-Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is longer than ten (10) consecutive teaching days.

32.08 "Probationary Occasional Teacher" shall mean an Occasional Teacher who has been on the Occasional Teacher Roster for less than one (1) year from the day they are appointed to the Occasional Teacher Roster.

32.09 "Day(s)" shall mean the school day as defined in the *Education Act* and Regulations.

32.10 "Occasional Teacher" means an occasional teacher who holds a valid Ontario Teacher's Certificate or equivalent and is a member in good standing with the Ontario College of Teachers. Occasional Teachers will promptly advise the Board of any changes in status if they are on a letter of permission or holding a transitional Ontario College of Teachers certificate.

32.11 "Occasional Teacher Roster" means a roster of all occasional teachers

who have been accepted by the Board to teach as occasional teachers in the secondary panel of the District School Board of Niagara and shall be deemed to include those individuals as provided for in Article 32.03.

MANAGEMENT RIGHTS

32.12 The Board has the right to manage its school system and all rights shall remain exclusively with the Board except as specifically limited by the provisions of this agreement and the statutes and regulations pertaining to education in the Province of Ontario. Without restricting the rights set out above, OSSTF/FEESO District 22 recognizes the right of the Board to:

- (a) Hire, direct and place all occasional teachers. To discipline, suspend and discharge, for just cause, any occasional teacher subject to the right of OSSTF/FEESO District 22 to lodge a grievance on behalf of the occasional teacher in a manner and to the extent herein provided;
- (b) To determine, plan and control the nature and the quality of teaching programmes and subjects to be taught in the school system;
- (c) To operate and manage its school system in accordance with its obligations and to make and alter, from time to time, policies and procedures to be observed by the occasional teachers, which policies and procedures shall not be inconsistent with the provisions of this Agreement.

32.13 Current Board policies are available electronically to OSSTF/FEESO, District 22 and all members covered by this Collective Agreement.

DUES CHECK OFF – Occasional Teachers Only

32.14 The Board shall deduct from the salary of each occasional teacher a Local dues levy (when notified by OSSTF/FEESO District 22) for every pay period for which an occasional teacher receives a pay cheque an amount to be stipulated to the Board by OSSTF/FEESO District 22 in accordance with the constitution and by-laws of OSSTF/FEESO District 22. The amount of the levy to be deducted shall be stipulated in writing to the Board immediately following any amendment. The Board will implement any changes in such dues in the first available pay period following such

notice or at such later date as may be mutually agreed.

Dues deducted under this Article shall, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, be remitted to the Treasurer of District 22 Niagara OSSTF/FEESO at the District 22 Office. The payment shall be accompanied by a dues submission list showing the names, wages earned, number of days worked and dues deducted.

CORRESPONDENCE

- 32.15 All correspondence between the parties arising out of this collective agreement shall pass to and from the Director of Education or designate and to and from the President of District 22, OSSTF/FEESO or designate. All electronic correspondence shall be addressed to the other party using the Board's Email Platform (Currently Outlook) accounts.

JOB POSTINGS

- 32.16 When long-term Occasional Teacher positions are known at least two (2) weeks in advance, the Board agrees to post the positions by grade and/or subject for a period of three (3) school days. Such posting requirement will have been fulfilled when notice of vacancy has been posted on the Board's external web site and ApplytoEducation, with notification to the OSSTF/FEESO District 22 President electronically.

Occasional teachers applying for long-term Occasional Teacher positions will apply in accordance with application procedures established by the Human Resource Services Department.

The posting shall state the minimum preferred requirements for the position.

- 32.17 Postings for long-term Occasional Teacher positions known at least four (4) weeks in advance between September 15 and June 20 will appear on the Board's external web site. Occasional teachers applying for long-term Occasional Teacher positions will apply in accordance with application procedures established by the Human Resource Services Department.

Vacancies which occur from the period June 20 to September 15 will be

filled by the Board from the Board's Occasional Teacher Roster.

- 32.18 A screening of applicants and interview process will be conducted.
- 32.19 (a) Provided that there are three (3) or more qualified applicants to a Long-Term Occasional Teacher position, at least three (3) interviews shall be afforded for the position. Where there are fewer than three (3) qualified applicants, all shall be afforded interviews for the position.
- (b) Administrators will provide the interviewed candidate(s), upon request, who are not selected for the position with feedback in order to provide the teacher with areas of strength and growth.
- 32.20 Occasional teachers shall be eligible for consideration for contract positions available within the system. Annually, all teachers on the existing Occasional Teachers Roster shall be invited, through a system posting or notice, to apply for vacant contract positions.
- Employees on the Occasional Teacher Roster may apply for any available teaching position within the Board for which the occasional teacher is suitably qualified, subject to the provisions of the Collective Agreement for Secondary School Teachers.
- 32.21 A copy of Job Postings for contract secondary school teachers shall be forwarded to the OSSTF/FEESO District 22 President.

OCCASIONAL TEACHER ROSTER

- 32.22 Between May 1st and July 1st of each year, those occasional teachers wishing to remain on the Occasional Teacher Roster for the subsequent school year will complete an Offence Declaration form available and all other legal requirements on the District School Board of Niagara's Employee Portal. By June 15th, OSSTF/FEESO District 22 shall be notified of those Occasional Teachers who have not completed the required documentation.
- 32.23 (a) An occasional teacher's name shall be removed from the Roster if they ask to have their name removed from the Roster. The Board shall grant the request.
- (b) Effective September 1, 2009, an occasional teacher's name shall

be removed from the Roster if they have not worked for at least ten (10) teaching assignments by June 30th. (This provision does not apply to an occasional teacher who is on a Board-approved leave of absence).

- (c) Effective September 1 of the school year following ratification of the 2022 – 2026 agreement, an occasional teacher’s name shall be removed from the Roster if they have not worked for the equivalent of at least fifteen (15) school days by June 30th, provided the Occasional teacher has had sufficient offers to allow them this opportunity. This provision does not apply to an occasional teacher who is on a Board-approved leave of absence.
- (d) Exceptions to 32.23 (c) will be made on a case-by-case basis without prejudice or precedent.
- (e) Occasional teachers requiring revisions to their availability shall update their availability calendar in the call-out platform (currently EasyConnect).

32.24

- (a) The Board will provide to the OSSTF/FEESO District 22 President by October 15th of each year, a list of occasional teachers on the Occasional Teacher Roster indicating the name, address, telephone number, qualifications, number of days taught in the previous school year, and the geographical regions where that teacher has indicated they would teach.
- (b) Additions and deletions to the Occasional Teacher Roster will be available to OSSTF/FEESO District 22 electronically quarterly, indicating the information set out in Article 32.24 (a) above.
- (c) A revised list of occasional teachers on the Occasional Teacher Roster will be provided to the OSSTF/FEESO District 22 President by February 15th of each year.
- (d) If the Superintendent of Human Resource Services or designate determines that the needs of the Board cannot be met by maintaining the present complement of occasional teachers, additional occasional teachers may be added to the Occasional

Teacher Roster with notification to the OSSTF/FEESO District 22 President. Additional names shall only be added to the Occasional Teacher List to satisfy:

- (i) a demonstrable need for occasional teachers with specialized teaching qualifications, or
- (ii) a demonstrable need due to insufficient numbers of occasional teachers available to serve particular geographical regions or divisional levels.

32.25 Prior to being placed on the Occasional Teacher Roster, an applicant must submit proof of certification, registration with the Ontario College of Teachers, and all other documentation as required by the Board.

32.26 Employees newly hired into OSSTF/FEESO District 22 shall serve a probationary period of one (1) year from the day they are first appointed to the Occasional Teacher Roster.

CALLING AND REPORTING OF OCCASIONAL TEACHERS

32.27 Occasional teachers shall indicate their preferences according to administrative area and qualifications on the Board's information form. Members may request an adjustment to their information on the system at any time.

Occasional teachers must select a minimum of two geographic regions of availability as follows:

- A. Fort Erie, Niagara Falls
- B. St. Catharines, Thorold
- C. Grimsby, Lincoln
- D. Fonthill, Welland, Port Colborne

Occasional teachers should be available to accept jobs in all municipalities within the geographic regions they have selected on all school days they have made themselves available.

32.28 Occasional teacher assignments shall first be made according to the information provided by the occasional teacher as per Article 32.27.

32.29 There shall be no change to the current method of calling occasional teachers without prior consultation with OSSTF/FEESO District 22.

32.30 Notwithstanding the right of the principal to request specific individuals, qualifications and assignments, occasional teachers shall be called who have been assigned in each geographic region on an on-going rotating basis.

32.31 It is the responsibility of the Board to ensure that all occasional teachers on the Occasional Teacher Roster are trained in the operating procedures of the Board's electronic callout system

32.32 Once an occasional teacher has accepted an occasional teacher assignment, they cannot cancel the assignment to accept another occasional teaching assignment for that day unless it is for an assignment greater than the one they have previously accepted and with proper notice to the School Administrator.

32.33 For any offers of work for a prearranged absence, the Board will endeavour to create and fill a vacancy with the prearranged teacher, by entering it into the electronic callout system (ApplytoEducation) by 5:45 pm of the current day.

32.34 Calling Preference

Where possible, continuity of assignment will be a priority.

FEDERATION RELEASE

32.35 At the request of the OSSTF/FEESO District 22 President and subject to full reimbursement by OSSTF/FEESO District 22, the Board shall grant up to 0.333 of a year paid release time to one (1) or more occasional teacher members of OSSTF/FEESO District 22 in order to conduct OSSTF/FEESO District 22 business. The member(s) shall accumulate occasional teaching experience as if employed as an occasional teacher. Leave granted to members in this article shall not exceed a total of 0.333 of one (1) FTE teacher.

SALARY

32.36

All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

(a) Short-Term Occasional Teachers

The daily rate for short-term occasional teachers shall be determined as being 96% of 1/194 of Group 1, 0 years of the District School Board of Niagara's Secondary Teachers' Salary Grid plus \$4.55 in lieu of any other employee benefits and this calculation shall be used thereafter on an ongoing basis to determine the short-term daily rate for an occasional teacher in possession of an Ontario Teacher's Certificate.

Daily rates for the duration of this Agreement shall be as set out below:

Effective September 1, 2021:

$\$251.32 + \$4.89 = \$256.21$

Effective September 1, 2022:

$\$258.86 + \$5.04 = \$263.90$

Effective September 1, 2023:

$\$266.62 + \$5.19 = \$271.81$

Effective September 1, 2024:

$\$279.29$

Effective September 1, 2025:

$\$286.27$

32.37

(a) Long-Term Occasional Teachers

In the event that a short-term occasional teacher is required to

teach in the same assignment for more than ten (10) consecutive days, the rate for that teacher shall be adjusted to the long-term rate on the eleventh (11th) day but shall be retroactive to the first day of the assignment.

- (b) In the event a new collective agreement for secondary teachers provides for retroactive pay increases, such retroactivity shall also be applied to the pay for occasional teachers.

32.38 Where an occasional teacher is employed on a part day basis to replace a part-time regular teacher, the occasional teacher shall be pro-rated in the same proportion as the part-time teaching assignment bears to the full-time assignment.

32.39 An occasional teacher will be informed at the end of the school day, whether or not they are required for a teaching assignment the following day in the same school. It shall be the responsibility of the occasional teacher to check with the school office at the end of the school day in order to determine whether they will be required the following day.

32.40 (a) For the purposes of qualifying for the long-term occasional salary rate, statutory holidays and Professional Activity Days shall not be considered a break in service.

- (b) When determining the rate of pay for a long-term occasional teacher, Board designated P.D. days will be counted as part of the assignment, with pay and the long-term occasional teacher will be expected to attend the professional activity scheduled.

32.41 (a) Category classifications shall be the current classification structure as established by QECO. For the purpose of salary categorization, the Board recognizes that the aforementioned Certification Rating Statement issued by QECO shall be final.

- (b) It is the responsibility of an occasional teacher to submit their Certification Rating Statement to the Human Resources Department within six (6) months of being appointed to the Occasional Teacher Roster.

(c) Except as provided for in Article 15.05 (b), category placement for

a long-term occasional teacher shall be according to the documentation on file in the Human Resource Services Department at the beginning of the long-term assignment.

32.42

An occasional teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount at the level in the higher group as follows:

- (a) Where a long-term occasional teacher qualifies for a change in group on the basis of work completed after June 30th but before September 1st, the adjustment will be made effective September 1st. In order to qualify for the adjustment, the long-term occasional teacher must provide documentation to the Human Resource Services Department by January 15th.
- (b) Where a long-term occasional teacher qualifies for change on the basis of work completed after September 1st but before February 15th, the adjustment will be made retroactively to February 1st. In order to qualify for an adjustment effective February 1st, the long-term occasional teacher must provide documentation to the Human Resource Services Department by May 31st.
- (c) Where a long-term occasional teacher qualifies for a change in group on the basis of work completed after February 15th but before June 30th the adjustment will be made retroactively to May 1st. In order to qualify for an adjustment effective May 1st, the long-term occasional teacher must provide documentation to the Human Resource Services Department by September 30th.
- (d) Notwithstanding the timelines set out in (a), (b) and (c) for submission of documentation, the Board shall give due consideration to any special cases in which the long-term occasional teacher is unable to produce the required documentation through no fault of their own.

32.43

- (a) When it is known in advance that a long-term occasional teacher is scheduled to teach for a period of one (1) full semester or more, that occasional teacher shall, upon written request, participate in the Employee Life Health Trust (ELHT) administered by OTIP in effect for teachers employed under the Collective Agreement for regular day-school Secondary Teachers, save and except Long

Term Disability Insurance. Such coverage shall be provided only to those occasional teachers not covered by another group insurance plan.

- (b) If the long-term occasional teacher chooses to participate in the Employee Benefit Plan referred to above, they must enrol as per the terms and conditions of the ELHT administered by OTIP.
- (c) Participation in the Employee Benefit Plan referred to above shall be in effect for teachers employed under the Collective Agreement for regular day-school secondary teachers in accordance with the terms and conditions of the ELHT administered by OTIP and shall extend only for the duration of the long-term occasional teacher assignment.

32.44

A. Recognized teaching experience shall be based upon:

- (a)
 - i. Full-time and part-time days of teaching experience gained in public elementary and/or secondary schools in Ontario.
 - ii. Full-time and part-time days of teaching experience gained in public elementary and/or secondary schools outside Ontario, but within Canada.
 - iii. At the discretion of the Board, credit will be given for full-time and part-time qualified teaching experience gained in elementary and secondary schools outside of Canada, and
- (b) the number of days of experience obtained as an occasional teacher divided by 194.
- (c) Where the total number of days of teaching experience, pro-rated where necessary, divided by 194 has a fractional part of 0.5 or greater, whole number shall be increased by one. No more than one year's teaching experience for salary purposes may be gained during a single twelve-month period.

B. All experience shall be validated to the satisfaction of the Human Resources Senior Manager, Teaching Staff and shall be experience acquired prior to the first day of each contract year.

- 32.45
- (a) Occasional teachers may request the issuance of an Employment Insurance Record of Employment certificate before the last teaching day in June provided there has been a seven (7) day interruption of earnings.
 - (b) Effective January 1, 2006, for purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

SICK LEAVE

32.46 The purpose of sick leave is to protect the occasional teacher's income during periods of personal illness or injury. Notwithstanding, it is an expectation that the teacher attend work regularly and be punctual.

An employee shall be entitled to draw on their sick leave credits up to the amount of their accumulated sick leave credit, as set out below, for personal medical absences which shall include illness, injury, medical diagnosis, treatment, and consultation.

Only absences occasioned by illness, injury, medical diagnosis, treatment, and consultation of the employee shall be charged against the sick leave credit.

32.47 A long-term occasional teacher shall be entitled to sick leave as per the terms and conditions of the Central Agreement.

32.48 Sick leave credits from other employers or previous employment with the District School Board of Niagara (or its predecessor Boards) shall be non-transferrable.

32.49 Short-term occasional teachers, while on short-term assignment, shall not be entitled to sick leave credits nor be eligible to draw on previously earned sick leave credits.

32.50

- (a) After five (5) consecutive days of absence caused by illness, no leave shall be allowed unless a certificate of a physician or dentist is furnished to the Human Resource Services Department certifying the inability of the teacher to attend to their duties.

- (b) The Board reserves the right, after consultation with the

appropriate Superintendent of Schools and Principal concerned, to require a certificate from a medical practitioner for a period of absence which is less than five (5) days. The Board shall, if required, reimburse the teacher for the cost of obtaining a certificate where the period of absence is less than five (5) days.

- (c) Prior to the implementation of paragraph (b) above, the teacher and the President of OSSTF/FEESO District 22 shall be notified by the Board that a medical certificate may be required.

32.51 In the event an occasional teacher is required to be absent from an assignment due to illness, the occasional teacher shall notify the principal of the school to which they are assigned. The occasional teacher has the responsibility to enter their absence or cancel the daily assignment within the Board's automated absence system. If the occasional teacher is unable to accept an assignment for a period of time, the occasional teacher shall notify Human Resource Services of this fact.

LEAVE PLANS

32.52 A long-term occasional teacher shall upon request be granted leave, without deductions from sick leave credits, loss of seniority and without loss of total salary as follows:

- (a) Up to five (5) school days per bereavement of a parent, partner, child, common-law partner, or any other relative who lived in the house.
- (b) Up to three (3) school days may be allowed per bereavement of a sibling, grandparent, grandchild, parent-in-law, child-in-law.
- (c) One (1) school day per bereavement of a sibling-in-law.
- (d) Acting as a pallbearer at a funeral - one (1) school day.
- (e) Quarantine or otherwise prevented by an order of Medical Health Authorities, from attending their duties because of exposure to a communicable disease.

- (f) Jury duty as a witness in any court to which the occasional teacher has been summoned in any proceeding to which the occasional teacher is not a party or one of the persons charged, provided that the occasional teacher pays to the Board any fees, exclusive of travelling and living expenses, received as a juror or witness.
- (g) Provided that prior approval is granted by the Director of Education or designate, an occasional teacher may be granted such leave for other special reasons not to exceed one (1) school day.

32.53 Upon the request of an occasional teacher on the Occasional Teacher Roster who has completed their probationary period as defined in Articles 32.08 and 32.26 to do so, the Board shall permit the voluntary removal of the occasional teacher's name from the Roster for a period up to and including one (1) school year. Excluding leaves of absence granted for the purpose of maternity leave or other extenuating circumstances, such leave of absence shall not be granted for more than one (1) year in a three (3) year period. It shall be the responsibility of the occasional teacher to notify the Board and the Union, in writing, of their desire to be temporarily removed from the Roster. Upon the expiry of the period of leave, the occasional teacher shall request, and the Board shall grant, reinstatement to the Roster.

32.54 A long-term occasional teacher who is assigned to teach and who has received the prior approval of the appropriate Superintendent or designate may be absent from duty without loss of salary for the purpose of writing an examination or attending their own graduation, or the post-secondary graduation of the partner, child, or stepchild. Such absence will not break continued service and shall not exceed one (1) day for each such occurrence.

REPORTING PAY

32.55 Remuneration of one-half ($\frac{1}{2}$) day shall be paid when an occasional teacher reports for authorized duty and, as a result of being called in error, is not required to teach, or the occasional teacher has not been given a minimum of ninety (90) minutes' notice of cancellation of an assignment. Notice of cancellation of an assignment within twenty-four (24) hours shall be made via phone or text and email. Notice of cancellation greater than twenty-four (24) hours would be via email only. In such cases, the principal shall assign other professional duties for the

one-half (½) day, commensurate with the occasional teacher's qualifications and experience.

32.56 The continuous employment of a long-term occasional teacher shall be deemed to be unbroken in the event of emergency school closure.

32.57 In the event of early dismissal of students resulting from emergency conditions, an occasional teacher shall receive full salary (pro-rated for occasional teachers assigned for a part day) at the applicable rate of pay for the balance of the school day.

32.58 In the event that the assignment of a long-term occasional teacher is to be terminated prior to the originally scheduled termination date, the occasional teacher will be given three (3) instructional days' notice, or three (3) days' pay in lieu of notice. Notice or pay in lieu shall not apply in the case of termination for cause or in the case of termination due to exhaustion of sick leave.

PAY PERIOD

32.59 Occasional teachers shall be paid bi-weekly in accordance with the pay and time sheet submission schedules annually developed by the Board's Payroll Department.

PROFESSIONAL DEVELOPMENT

32.60 An occasional teacher who is scheduled to work and who is on long-term occasional teaching shall be paid for a professional activity day provided that the long-term occasional teacher participates in the scheduled professional activities. A Professional Activity Day shall not interrupt the occasional teaching assignment.

32.61 It is the responsibility of the individual occasional teacher to remain current with respect to methodology and curriculum and accordingly, upon the request of the OSSTF/FEESO District 22 President, the Board shall provide a copy of the Staff Development Calendar indicating the activities planned for each Professional Activity Day. Occasional teachers shall be encouraged to participate on a voluntary basis.

GENERAL WORKING CONDITIONS

- 32.62 The Board agrees that the responsibility of the occasional teacher is to fulfill the duties of the secondary teacher being replaced and further agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.
- 32.63 Every secondary school will supply to each occasional teacher in that school a package containing:
- (a) A timetable for the occasional teacher's assignment (including opening routines, attendance reporting and fire and emergency procedures).
 - (b) Current class lists, seating plans and lesson plans for each class assigned.
 - (c) Details of any special events planned for that school day (including students who may be excused).
 - (d) Particulars of medical needs of students, where appropriate, including if Educational Assistants are to be present.
- 32.64 Every secondary school will provide access for each occasional teacher to:
- (a) A map of the school.
 - (b) School Code of Conduct and other relevant policies.
 - (c) The name(s) of School based program leader(s).
 - (d) School timetable for the day.
- 32.65 Except in cases of emergency, the timetable or assignment of occasional teachers shall be constructed according to the same constraints that apply for the regular teacher the occasional teacher is replacing.

EVALUATION

- 32.66 Occasional teachers may request an evaluation from their principal.

EMPLOYEE FAMILY ASSISTANCE PROGRAM

32.67 Occasional teachers shall have access to the Employee Family Assistance Program (EFAP).

BOARD EMAIL PLATFORM (CURRENTLY OUTLOOK)

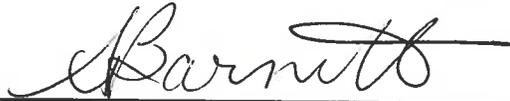
32.68 Daily Occasional Teachers are strongly encouraged to access their Board Email accounts and appropriate conferences at least once each day for which they have accepted an assignment.

The foregoing is the September 1, 2022 - August 31, 2026 Local Collective Agreement between the District School Board of Niagara and the Ontario Secondary School Teacher's Federation/FEESO - District 22 Contract and Occasional Teachers.

Dated at St. Catharines, Ontario this 3 day of December 2024.

Signed on behalf of the District School Board of Niagara:

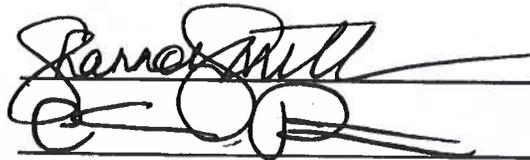
Sue Barnett, Chair



K. Pisek, Director of Education and Secretary



Signed on behalf of OSSTF/FEESO, District 22



LETTERS OF INTENT AND UNDERSTANDING

LETTER OF INTENT No. 1
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/FEESO
DISTRICT 22

It is the intention of the Parties that:

1. The length of the school year shall be the minimum required under the *Education Act* (currently 194 days).
2. Teachers who are requested by the Principal or Supervisory Officer and agree to carry out administrative duties outside of the school year (currently 194 days) shall receive an equivalent number of compensating days during the school year to be scheduled at times mutually agreed by the Principal or Supervisory Officer and the teacher.

On behalf of
OSSTF/FEESO District 22

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this _____ day of January 2009.

LETTER OF INTENT No. 2
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
(hereafter called the "Board")
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/FEESO
DISTRICT 22
(hereafter called the "Bargaining Unit")

Re: Health and Safety, Safe Schools, and Human Rights Forms

The Board agrees to post the following or other Health and Safety, Safe School and Human Rights forms as mutually agreed, electronically, in the "Staff Portal", with a link under "My Applications", appearing as Health and Safety and Safe School Forms:

- Admin. Procedure 3-04, Appendix A – Violent Major Incident Form
- Admin. Procedure 5-2, Appendix A – Employee Incident or First Aid Report
- Admin. Procedure 5-2, Appendix B – Employee Accident Report
- Admin. Procedure 7-01, Appendix A – OHRC Discrimination and Harassment or OHS Workplace Harassment Complaint Form
- Admin. Procedure 7-01, Appendix B – OHRC Discrimination and Harassment OR OHS Workplace Harassment Formal Complaint Form
- Admin. Procedure 5-27, Appendix D – Workplace Incident Report Form

On behalf of OSSTF/FEESO
District 22

On behalf of the District School Board of Niagara

Signed at Thorold, Ontario this 8th day of February 2016.

LETTER OF UNDERSTANDING No. 1
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
(hereinafter called the "Board")
AND
Ontario Secondary School Teacher's Federation/FEESO
District 22
(hereafter called the "Bargaining Unit")

RE: Special Circumstances Leave Article 13.01 (h) Contract Teachers and Article 32.52 Long-Term Occasional Teachers

In addition to language presently contained in Article 13 and Article 32.52, the following shall apply provided they are not detrimental to Board Operations with the intent of this language being these leaves shall not interfere with events or processes such as – first day of the semester, last day of the semester, PD days, early release days, exam days, report cards (timely submission, completion and review with parents/guardians), EQAO/OSSLT, graduation, school trips (as may pertain to individual being released). In addition, granting of such leaves would be contingent on sufficient availability of replacement occasional teachers:

- 1.) Each teacher shall request this leave using the Board Leave of Absence electronic entry system (currently Easy Connect) and shall be granted a maximum of three (3) unpaid leave days per person, per school year.
- 2.) At the teacher's request, the above-noted leaves may be taken as single days and/or consecutive days.

On behalf of OSSTF/FEESO District 22

On behalf of the District School Board of Niagara

Dated at St. Catharines, Ontario, this 8th day of February 2016.

LETTER OF UNDERSTANDING No. 2

BETWEEN

DISTRICT SCHOOL BOARD OF NIAGARA (hereinafter called the "Board")

AND

Ontario Secondary School Teacher's Federation/FEESO
District 22 (hereafter called the "Bargaining Unit")

RE: School Based Program Leader Responsibility

The Board and Union Agree that the following provides a representation of the duties and responsibilities of a Secondary School Based Program Leader:

- Facilitate, promote and lead professional learning for staff.
- Model, promote and support effective practices for staff in the areas of professional judgment, safe workplace practices, classroom management, curriculum, assessment, evaluation, reporting and student focused instructional strategies.
- Liaise with administration regarding staff assignments and timetable allocations to implement the academic program.
- Provide direct assistance, instructional leadership, and mentoring to staff.
- Make recommendations to the Principal regarding budget, equipment, learning materials, course offerings and timetabling for staff and students, facility and resource requirements in the program area.
- Participate in and support the school-based leadership team with school and system initiatives informally and formally through regularly scheduled Program Leader meetings.
- Hold regular meetings with department members of the program area.
- Create, and review program area improvement plans that support school and system goals.
- Attend system PD and program related meetings related to the program area(s).

These duties and responsibilities are not meant to be all inclusive and School Based

Program Leaders are expected to perform other duties as directed by the Principal of the school in accordance with the Education Act, its associated regulations, other legislation, DSBN Policies and the Collective Agreement.

Any change to these duties and responsibilities will be discussed with the Union.

On behalf of OSSTF/FEESO District 22

On behalf of the District School Board of Niagara

Dated at St. Catharines, Ontario, this 15th day of July 2020

LETTER OF UNDERSTANDING No. 3
BETWEEN

DISTRICT SCHOOL BOARD OF NIAGARA
(hereinafter called the "Board")

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/FEESO
DISTRICT 22 NIAGARA
(hereinafter called the "Bargaining Unit")

RE: PROGRESS REPORTS

Both parties agree that effective assessment, evaluation and reporting of student achievement is essential.

Completion of Progress Reports will include the following:

PROGRESS REPORTS

- 1) Progress reports will be issued once per semester approximately six weeks into the semester at dates established each year by the secondary superintendents.
- 2) Each student will receive a progress report for each course they are currently registered in.
- 3) Teachers will report on student progress using the categories "Progressing With Difficulty" or "Progressing Well" rather than letter grade or percentages.
- 4) Learning Skills and Work Habits will be reported on using the categories "N – Needs Improvement" or "G – Good".
- 5) All students will receive a comment for each course that is intended to indicate their progress and/or next steps. These comments should be in student and parent friendly language and not in the depth required for mid-term and final report card comments.
- 6) The Board will consult with the Union to establish a process that promotes adherence to Ministry directives and error-free reporting, which shall be applied consistently in all schools.
- 7) If there are any questions regarding gender identity, name and pronoun for a student when writing comments, the matter will be discussed with school administration.
- 8) Administration and office staff will manage the printing of the progress reports and organize the distribution.

On behalf of OSSTF/FEESO District 22

On behalf of the District School Board of Niagara

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Dated at St. Catharines this 15th day of July 2020.