

SOURCE	Board		
EFF.	96	09	01
TERM.	97	08	31
No. OF EMPLOYEES	458		
NOMBRE D'EMPLOYES	458		

COLLECTIVE AGREEMENT

between

**THE BOARD OF EDUCATION FOR THE CITY OF WINDSOR
(hereinafter called "THE BOARD")**

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 1
(hereinafter called "THE TEACHERS")**



Effective Period: September 1, 1996 - August 31, 1997



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ARTICLE I - DEFINITION AND PURPOSE

- 1.01 For the purposes of this Agreement, the Board recognizes the right of District 1, Ontario Secondary School Teachers' Federation to represent all teachers employed to teach credits in the regular day school and Section 16 programs, adult day school program, night school program, summer school program, home study program and community living program at the secondary level. Excluded are all persons employed in an administrative capacity as supervisory officers and teachers employed in the community living program who, as of August 31, 1989, were members of the elementary branch affiliates.
- 1.02 It is the intent and purpose of this Agreement hereinafter referred to as "The Agreement" to establish salaries, allowances and benefits; to provide for certain working conditions and to provide machinery for the prompt and equitable disposition of grievances.
- 1.03 In this Agreement:
- (a) "The Board" means The Board of Education for the City of Windsor within the meaning of the School Boards and Teachers Collective Negotiations Act.
 - (b) "Director" means the Director of Education of the Board.
 - (c) "Discharged" means the termination by the Board of a teacher's employment contract, excluding any provisions of the Collective Agreement.
 - (d) "District 1" means branch affiliate within the meaning of the School Boards and Teachers Collective Negotiations Act.
 - (e) "Fractional timetable" means a timetable of less than thirty periods per week in a forty period week or its equivalent.
 - (f) (i) "Major Subject Area" means
 - 1. a subject area in which a teacher has successfully completed at least five university courses in the case of one major subject area; or
 - 2. subject areas in which a teacher has completed at least four university courses in two or more subject areas; or

3. a subject area in which a teacher has been deemed under Subsection 1.03 (i); or
4. a subject area listed on Schedule E of Regulation 269 such as art, commercial, remedial reading, guidance and English as a Second Language (E.S.L.) in which a teacher has completed at least Part II of a three part qualifying Ministry of Education course; or
5. a subject area listed on Schedule E of Regulation 269 such as art, commercial, remedial reading, guidance and English as a Second Language (E.S.L.) in which a teacher has a subject entry as a Basic Qualification on his/her Ontario Teacher's Qualifications Record Card (O.T.Q.R.C.) provided that a teacher continue to hold five (5) university courses in one subject area or four (4) university courses in that subject area in cases where a teacher holds major qualifications in more than one (1) subject area; or
6. a technological subject area in which a teacher has Advanced ('A') level qualifications recorded on his/her O.T.Q.R.C. Teachers of technological studies must be timetabled in subject areas in which they hold 'A' level qualifications for a minimum of one-half (1/2) of their timetable. Exceptions may be made by the Secondary Staffing Committee (S.S.C.); or
7. a learning support area in which a teacher has completed specialist qualifications in special education; or
8. a subject area other than technological in which a teacher has been deemed as having a major subject area with restrictions under Subsection 1.03 (i). A teacher holding this qualification is restricted to teaching Grades 9 to 12 at the basic level and Grades 9 to 10 at the general and advanced level; or
9. a technological subject area in which a teacher has Basic ('B') level qualifications recorded on his/her O.T.Q.R.C. A teacher holding this qualification is restricted to teaching Grades 9 to 10 for a maximum of one-half (1/2) of their timetable.
10. A business subject area for which a teacher has completed, since September of 1981, a full year program in an Ontario Faculty of Education leading to an intermediate senior

business studies qualification in that subject area in "Initial" under "Areas of Concentration" on the O.T.Q.R.C.

(ii) "Minor Subject Area" means

1. a subject area in which a teacher has successfully completed at least three university courses; or
2. a subject area in which a teacher has been deemed under Subsection 1.03 (i); or
3. a subject area such as art, commercial, remedial reading, guidance and E.S.L. in which a teacher has completed Part I of a three part qualifying Ministry of Education course.

(g) "O.S.S.T.F." means Ontario Secondary School Teachers' Federation.

(h) Position

(i) "Position" means a teaching position consisting of thirty teaching periods in a forty period week or its equivalent for a full-time teacher or a prorated load for a part-time teacher.

(ii) "Unfilled position" means a position which has not been filled within a school when the principal and Staff Assignment Committee (S.A.C.) staff the school under Article X, or a position created for the purpose of placing surplus teachers under Article XI.

(i) "Qualified" means qualified to teach in the subject areas determined in accordance with the professional qualifications recorded in the teacher's personal history file maintained at the Board Office. The Board shall continue to recognize major or minor qualifications acquired as a result of deeming. Teachers may be deemed by the Superintendent of Schools due to past teaching situations, other experience and academic qualifications. Deeming will only be done under special circumstances as initiated by the Superintendent of Schools.

(j) "Resignation" means the action of a teacher voluntarily seeking termination of the contract with the Board, excluding the provisions of Article XIII.

(k) "Salary" means remuneration paid for services as a teacher as described in Section 1.01 and includes a cost of living allowance paid in relation to the remuneration. It does not include a perquisite in

relation to employment, does not include payment related to accumulated sick leave and does not include payment related to retirement or severance from employment, whether or not remuneration, payment or perquisite is a term or condition of employment in education.

(l) Teacher

- (i) "Teacher" means a teacher as defined in the School Boards and Teachers Collective Negotiations Act.
- (ii) "Occasional teacher" means a teacher employed to teach as a substitute for a permanent, probationary or temporary teacher who has died during the school year or who is absent from his/her regular duties for a temporary period that is less than a school year and that does not extend beyond the end of a school year as defined in The Education Act.
- (iii) "Part-time teacher" means a teacher employed by a Board on a regular basis for less than full-time duty.
- (iv) "Permanent teacher" means a teacher employed by a Board under a permanent teacher's contract made in accordance with the regulations and includes a teacher whose contract is deemed to include the terms and conditions contained in the form of contract prescribed in the regulations for a permanent teacher.
- (v) "Probationary teacher" means a teacher employed by a Board under a probationary teacher's contract made in accordance with the regulations.
- (vi) "Redundant teacher" means a teacher who is not needed to meet the staffing requirements of the system and who, within the terms of the Collective Agreement, cannot be placed in any other position for which he/she is qualified or will become qualified for the following school year. "Redundant teacher" also means a teacher who at his/her discretion chooses not to accept a fractional timetable if
 1. currently employed on a full-time basis;
 2. notice is given by the teacher to return to a full-time timetable if currently employed by request on a fractional timetable according to the provision of Subsection 15.03 (d);

3. on a recall list for up to one year and is offered a fractional timetable.

(vii) "Surplus teacher" means a teacher who is not needed to meet the program requirements of a school. Such teachers are considered to be transferable and may be placed in another position in the system in line with qualifications and seniority pursuant to Articles IX and XI. A surplus teacher shall also mean a newly hired teacher for whom no classroom assignment is available.

(m) "Vacancy" means a teaching position other than a position of responsibility or a learning support teacher (L.S.T.) position which has been vacated because of resignation, discharge, retirement or extended leave of absence - other than a seventeen week maternity leave - that extends beyond the end of the school year. Such vacancy shall be posted if no qualified teacher is in the supply pool or timetabled in a minor subject area but holds major qualifications in the vacant position. For the purpose of posting, the vacancy must occur after staffing is completed in the fall and provided that at least one full term in a non-semestered school or one full semester in a semestered school remains before the end of the school year.

(n) "Adult Day School Program" in this Agreement means that part of the Adult Day School where courses are taught for credit purposes. It shall not mean Adult Day School courses which are part of a regular secondary school.

ARTICLE II - RECOGNITION

2.01 The Board recognizes the Negotiating Committee of District 1 as the official committee authorized to represent the teachers of District 1 as defined in the School Boards and Teachers Collective Negotiations Act and to negotiate on their behalf, and District 1 recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.

2.02 The Board recognizes the right of District 1 and District 1 recognizes the right of the Board to obtain assistance within the meaning of the School Boards and Teachers Collective Negotiations Act.

ARTICLE III - MANAGEMENT RIGHTS

3.01 The teachers recognize that the Board has the right, duty and responsibility to provide, operate and manage its secondary schools in the City of

Windsor. The Board agrees however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its teachers as granted and preserved in this Agreement.

- 3.02 The teachers further recognize the right and duty of the Board to promote, demote, discharge, suspend without pay and discipline teachers for just cause, subject to the provisions of this Agreement expressly governing the exercise of these rights and subject to the right of any teacher to lodge a grievance in accordance with Articles XXI and XXII.

ARTICLE IV - IMPLEMENTATION

- 4.01 (a) A contract of employment between the Board and a part-time teacher shall be made in writing in the form of contract prescribed by the regulations under The Education Act.
- (b) A part-time teacher shall be paid at the rate of salary for his/her category with appropriate allowances for teaching, related experience, post graduate degree(s), employee benefits, cost of living allowances and other allowances as provided for in this Agreement, with the exception of music and/or extra curricular allowances, all of which shall be prorated in the same ratio as the part-time employment bears to full-time employment except that the retirement allowance at superannuation or death shall be calculated in accordance with the provisions of Section 17.02. It will be the responsibility of the teacher to make arrangements with the Board for the full payment of the employee benefits if he/she so desires.
- 4.02 (a) If a teacher is hired to replace another teacher ("replacement teacher") who the Board knows will be absent for the full school year, or who actually continues to be absent for the whole of a school year, then the Board shall hire such replacement teacher on a Form 2 contract without any additions or modifications to the regulatory form. Such teacher shall have all of the rights of all other teachers under the collective agreement in force between the parties, except that such teacher shall not have the right to be placed in the permanent supply pool, but such teacher shall otherwise have all the rights of recall under the agreement.
- (b) If a teacher is hired to fill a vacancy which occurred after staffing is completed in accordance with Section 10.01 (q) (l) of the collective agreement, they shall be hired on a Form 2 contract without any additions or modification to the regulatory form. Such teacher shall have all of the rights of all other teachers under the collective agreement in force between the parties, except that such teacher shall

not have the right to be placed in the permanent supply pool, but such teacher shall otherwise have all the rights of recall under the agreement.

- (c) If a teacher is hired to replace another teacher ("replacement teacher") who commenced a leave of absence after the first day in a school year and who the Board knows will continue to be absent for the following full school year, the replacement teacher will be hired on a Form 2 contract. Such contract will terminate at the end of the school year in which the absent teacher commences his/her absence. The vacancy of the absent teacher for the following school year will be filled in accordance with the provisions of the collective agreement
- (d) If a teacher is hired to replace another teacher ("replacement teacher") who commenced a leave of absence after the first day in a school year and who the Board knows will continue to be absent into the next school year, the Board shall hire the replacement teacher on a Form 2 contract. Such contract will terminate if and when the absent teacher returns or at the end of the school year.

If the same teacher or another teacher is hired to continue the replacement of the absent teacher, the replacement teacher will be hired on a Form 2 contract. Such contract will be terminated upon the return of the absent teacher or at the end of the school year which ever comes first.

If the replacement teacher teaches for a full year, the provisions of 4.02 (a) above regarding permanent supply pool and recall rights shall apply.

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

4.04 In the event that the Board requires a new position within the system for teachers subject to this Agreement, the administration shall first discuss the creation and salary of the new position with the Joint Relations Committee (J.R.C.). The J.R.C. shall report its recommendation(s) to the Board. The Board shall make a decision with respect to the creation of the new position and salary which decision shall be final and binding. In the event the Board approves the new position and salary, such position shall be advertised within the schools for a period of ten (10) teaching days. If no applications are received or if none of the applicants is qualified to fill the position, the Board may take such steps as it considers necessary to fill such position.

4.05 (a) An occasional teacher shall be hired to teach as a substitute for a permanent, probationary or temporary teacher for any absence of any permanent, probationary or temporary teacher, approved in accordance with the terms of this Agreement or policy of the Board, unless the absence is half (1/2) of one school day or less, or unless the absence is occasioned by an emergency and emergency shall be "unforeseeable circumstances occurring during the regular school hours." The phrase "one-half of one school day" shall mean one-half of the teacher's normal daily teaching load.

(b) A permanent, probationary or temporary teacher who participates in a field trip that takes the said teacher away from his/her regular classroom instruction for more than one-half of one school day, shall be replaced by an occasional teacher. In the event the said teacher is away from his/her regular classroom instruction for less than one-half of one school day participating in a field trip, that teacher's students shall be engaged in independent study. All field trips must be approved in accordance with the existing policy of the Board. The phrase "one-half of one school day" shall mean one-half of the teacher's normal daily teaching load.

4.06 (a) When a principal or vice-principal is absent from his/her duties for more than ten (10) days, or immediately if it is known in advance that a principal or vice-principal will be absent for more than ten (10) days, the Superintendent of Secondary Schools shall designate a member of the school's teaching staff to assist with administrative duties. The Board shall provide an occasional teacher to teach the classes of the designated teacher. The teacher shall be invited to be designated to assist provided he/she is qualified (Part II of the Principals' Course) in order of seniority in a position of responsibility and in order of priority as listed below: director, department head, assistant director, assistant department head, teacher. For the period that administrative duties are being assumed, the designated teacher shall be paid as a vice-principal. In the case of a principal's absence, it is understood that a vice-principal will assume the principal's position and will be paid as a principal for the designated period.

(b) When a director or department head is absent from his/her duties for more than twenty (20) days, or immediately if it is known in advance that a director or department head will be absent for more than twenty (20) days, the Superintendent of Secondary Schools shall designate a member of the department to assist with administrative duties. In a department where there is an assistant director or assistant head, he/she shall be the designated teacher; in a department without an assistant, teachers shall be invited to be designated to assist in order of

seniority and in order of priority as follows: teachers who have filed with the Board a form indicating an intent to apply for positions of added responsibility; other teachers. For the time period that administrative duties are being assumed, the designated teacher shall be paid as a director or department head as the case may be and shall be provided with the administrative periods of the director/head whom he/she is replacing.

4.07 Notwithstanding anything herein to the contrary, teachers shall not be required to replace other teachers for scheduled duties except in an emergency. An emergency shall mean "unforeseeable circumstances occurring during regular school hours."

4.08 Any dispute between this Board and its occasional teachers which may result in the disruption of services provided by the occasional teachers shall not be considered as a violation of this Collective Agreement. Teachers shall not be required to take the place of occasional teachers should such a dispute arise.

4.09 The Board agrees to provide District 1 with the schedule listing teachers covered by this Agreement complete with address, professional qualifications, category and current salary level as soon as possible in the school year but before October 31 and as soon as possible in the calendar year. At the time of hiring of any teacher during the term of this Agreement, the Board shall provide the foregoing information to District 1. In the event of any subsequent changes in any teacher's status including without restriction resignation and termination, the Board shall immediately notify District 1 of such change.

4.10 District 1 will provide the Board with a copy of the motion(s) passed at a general meeting of District 1 authorizing the Board to deduct from the payroll of all members of District 1, such amounts as are authorized, and the Board will forward such deductions to District 1.

District 1 agrees to indemnify and save harmless the Board from any and all of the consequences of making and paying deductions to the District in accordance with this Article.

4.11 In the event that the final decision of a court determines that the Board is not legally obliged by statute or regulation to deduct Federation fees from teachers who are members of O.S.S.T.F., the Board agrees to continue to deduct, on the regular pay day, the membership and monthly dues assigned by the Federation, if the Board may lawfully do so, and pay such fees to the Provincial Treasurer of O.S.S.T.F. In such event, O.S.S.T.F. agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deduction

and payment. O.S.S.T.F. agrees to execute such directions as may be necessary to authorize such deduction.

4.12 Personnel Files

- (a) Following the written request of a teacher for an appointment, the Board shall make available for review, during normal business hours, all information in his/her files. Such review shall be in the presence of a member of the Personnel Department.
- (b) The teacher may be accompanied by a Federation representative.
- (c) Upon written authorization by the teacher, a Federation representative shall have access to the teacher's file.

ARTICLE V - CATEGORY SYSTEM AND CERTIFICATION

- 5.01 Effective Sept. 1, 1994, category definitions shall be those outlined by the Ontario Secondary School Teachers' Federation Certification booklet which is in effect at the time of the ratification of this Agreement.
- 5.02 In case of a dispute, the ruling of the Ontario Secondary School Teachers' Federation Certification Board shall be final.
- 5.03
 - (a) No teacher shall be placed in a category lower than that recognized by the Board for that teacher as of June 30, 1984.
 - (b) Categorization of newly-hired teachers and teachers seeking category improvement effective on or after September 1, 1984 shall be recognized only in accordance with the Ontario Secondary School Teachers' Federation Certification booklet which is in effect at the time of the signing of this Agreement.
 - (c) A teacher, who as a result of voluntary transfer to teach a specific subject in the secondary panel becomes a District 1 O.S.S.T.F. member, shall have a five (5) year period of grace subsequent to the date of employment in the secondary panel to update their qualifications for O.S.S.T.F. certification.

(d) A teacher, who as a result of voluntary transfer to teach in a special education area in the secondary panel becomes a District 1 O.S.S.T.F. member, shall have their qualifications grandfathered in perpetuity, so long as they remain employed in special education.

5.04 (a) Where a teacher has notified the Superintendent of Personnel and Employee Relations in writing by November 1 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

(b) Where a teacher has notified the Superintendent of Personnel and Employee Relations in writing by March 1 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

5.05 Any teacher teaching a full schedule in any area other than his/ her major subject area shall receive full salary, allowances, benefits and other entitlements which apply to his/her major subject area.

5.06 Any teacher teaching a full schedule with some of his/her classes in the elementary schools will be considered as a full-time equivalent in the secondary panel and hence will be afforded the same rights, salary, allowances, benefits and entitlements as other full-time members who are subject to this Agreement.

ARTICLE VI - BASIC SALARY GRIDS

6.01 Salary Grid - **September 1, 1996 to August 31, 1997**

STEPS	I	II	III	IV
0	\$31,420	\$32,748	\$35,807	\$37,463
1	33,170	34,596	37,871	39,670
2	35,012 21,041	36,547	40,048	42,012
3	36,957	38,613	42,358	44,492
4	39,018	40,788	44,800	47,115
5	41,185	43,084	47,379	49,893
6	43,476	45,519	50,107	52,838
7	45,891	48,087	52,991	55,957
8	48,445	50,794	56,049	59,258
9	55,295	56,849	63,319	66,172

6.02 (a) Principals shall be paid salaries as follows:

STEPS	<u>September 1, 1996 to August 31, 1997</u>
0	\$80,070
1	84,437
2	88,805

(b) Vice-Principals shall be paid salaries as follows:

STEPS	<u>September 1, 1996 to August 31, 1997</u>
0	\$72,819
1	75,452
2	78,082

(c) Coordinators shall be paid salaries as follows:

STEPS	<u>September 1, 1996 to August 31, 1997</u>
0	\$72,128
1	74,708
2	77,289

(d) Consultants shall be paid salaries as follows:

STEPS	<u>September 1, 1996 to August 31, 1997</u>
0	\$69,821
1	72,032
2	74,245

(e) Directors shall be paid salaries as follows:

STEPS	<u>September 1, 1996 to August 31, 1997</u>
0	\$69,821
1	72,032
2	74,245

6.03 (a) The following allowances shall be paid over and above the basic teachers' salary grid in Section 6.01:

(i) Department Heads/Program Leaders

September 1, 1996 to August 31, 1997 \$4,086

(ii) Assistant Coordinators/Resource Teachers

September 1, 1996 to August 31, 1997 \$3,246

(iii) Assistant Directors

September 1, 1996 to August 31, 1997 \$2,988

(iv) Assistant Department Heads

September 1, 1996 to August 31, 1997

\$1,890

(v) Music (see Section 8.13)

September 1, 1996 to August 31, 1997

\$747

- (b) A teacher accepting a position of Assistant Coordinator or Resource Teacher will continue to receive his/her proper salary and allowance under Sections 6.01, 6.02 and 6.03 (a) (i) if that salary is higher than the one generated under Subsection 6.03 (a) (ii).

6.04 Cost of Living Allowance

All teachers covered by this Agreement shall be subject to a cost of living allowance as set forth below.

- (a) The cost of living allowance will be based on the period of April 1992 to April 1993 and will trigger when the Consumer Price Index for the above mentioned period exceeds 4.8% and will be capped when the Consumer Price Index reaches 7%.
- (b) The cost of living allowance will be equal to the rate of increase in the Consumer Price Index (Canada 1981 = 100) accurate to the nearest 10th of a percent applied to the September 1, 1992 to August 31, 1993 salaries and allowances as set forth in Sections 6.01, 6.02 and 6.03. Such cost of living allowance will be paid in a lump sum payment in June of 1993 and it will be folded into the salaries and allowances as set forth in Sections 6.01, 6.02 and 6.03 effective September 1, 1992 to August 31, 1993.
- (c) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Consumer Price Index for any month on the basis of which the allowance has been determined.
- (d) Prorated cost of living payments will be made to teachers who are employed on a part-time basis.

6.05 Added Responsibility Experiences

Added responsibility experience shall be calculated on the basis of one (1) month equals .1 year and shall be recorded each September. A principal, vice-principal, coordinator, consultant or director must be employed for a least one-half (1/2) of the available school days in a given month to gain

credit for a full month added responsibility experience for that month. It is understood that a month begins with the first day of the assignment.

1. each full year of experience shall count as one (1) year;
2. any remaining fraction of a year shall be calculated as follows:
 - (i) less than four (4) complete- months in a school year (no credit)
 - (ii) four (4) complete months - and less than eight (8) complete months in a school year (one half (1/2) year credit)
 - (iii) eight (8) complete months- and up to ten (10) complete months in a school year (one (1) year credit)

6.06 Recognized Teaching Experience

- (a) Previous contract teaching experience in Ontario or its equivalent elsewhere as well as previous occasional teaching experience recognized by this Board prior to March 31, 1985 shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
- (b) In addition to Subsection 6.06 (a), long term occasional teaching experience since April 1, 1985 with this Board shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
- (c) Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.
- (d) Teaching experience shall be calculated on the basis of one (1) month equals .1 year and shall be recorded each September 1. A teacher must be employed for at least one-half (1/2) of the available school days in a given month to gain credit for a full month's teaching experience for that month. It is understood that a month begins with the first day of the assignment. Teaching experience under Subsections 6.06 (a) and (b) shall be cumulative from year to year and shall be calculated as follows:
 1. each full year of experience shall count as one (1) year;
 2. any remaining fraction of a year shall be calculated as follows:
 - (i) less than four (4)complete months in a school year - no credit

- (ii) four (4) complete months and less than eight (8) complete months in a school year - 1/2 year credit
- (iii) eight (8) complete months and up to ten (10) complete months in a school year - 1 year credit

NOTE: Proof of experience shall be furnished as the original of the written statement from the employing Board(s).

6.07 Non-Teaching Experience

- (a) (i) War service for teachers hired after September 1, 1972 shall be allowed if deemed eligible by the Teachers' Superannuation Commission. The amount of annual increase will be according to the schedule in effect at the time and will be for each year of service.
- (ii) Business or industrial experience shall be paid at the rate of three-hundred dollars (\$300.00) per year. Effective September 1988, business or industrial experience for technical teachers hired on or after September 1988 shall be paid at the rate of \$1,000.00 per year.
- (iii) A teacher who holds Vocational-Commercial Certification (Commercial Subjects Skills specified) and subsequently receives a Canadian degree or its equivalent and has been awarded intermediate and senior certification shall be entitled to an allowance not exceeding five years for the business experience which was a requirement for entrance to the course leading to Vocational-Commercial Certification.
- (iv) Other experience desirable for the subject taught including indirectly related business or industrial experience will be considered on its merits at the rate of \$200.00 per year to a maximum of \$1,000.00.

NOTE: Proof of experience shall be furnished as the original of the written statement of the employing firm(s). For the purpose of allowance, the work experience must be full-time work, must be the primary occupation of the person concerned, and must not be work engaged in during vacation periods. Years of experience which were used to secure entrance to a college of education or to upgrade a teacher's classification may not be

used to calculate the experience allowance. Notwithstanding the above, no teacher will receive less than that which he/she received prior to acquiring his/her Ontario Teacher's Certificate.

- (b) Part year of industrial or business experience shall be calculated as the fraction of a year as indicated in Subsection 6.07 (a) (ii) multiplied by the appropriate amount listed in Subsection 6.07 (a) (ii).
- (c) Total payments under parts (ii), (iii) and (iv) of Subsection 6.07 (a) above shall not exceed \$3,000.00 per year. Effective September 1988, total payments for technical teachers hired on or after September 1988 under part (ii) shall not exceed \$10,000.00.
- (d) The total of all allowances in Section 6.07 of this Agreement shall not be paid above the maximum salary indicated in Section 6.01.

6.08 It is the responsibility of the teacher to furnish proof of experience directly to the Personnel Department of the Board, and a copy to the principal, within three (3) calendar months of the date of commencement of employment unless further extended by mutual agreement.

6.09 Claims for allowances for experience of any type shall not be entertained after November 30 of the year of hiring unless the claims for allowances for experience of any type were indicated in the application of the teacher and/or the Acceptance of Position form completed at the time of hiring.

6.10 (a) Teachers with daily assignments in more than one location shall receive mileage compensation in accordance with Board Policy for the distance travelled between Board locations.

(b) Teachers of the out-of-school component of Cooperative Education shall receive mileage compensation in accordance with Board Policy for distances travelled in the performance of their duties as Cooperative Education teachers.

ARTICLE VII - POST GRADUATE DEGREES AND ADDITIONAL EDUCATIONAL ALLOWANCES

7.01 In addition to all other allowances, each teacher shall be paid an allowance for post graduate degrees as any one of the following:

- (a) A holder of an approved Master's degree except as excluded hereunder, following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive \$850.00 per annum.
- (b) The holder of an approved Ph.D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive \$1,600.00 per annum inclusive of the allowance for an approved Master's degree.
- (c) A holder of an approved Master's degree or a Master of Education degree, following a Canadian degree or its equivalent, where not more than one-third of the courses are being used for other certificates or purposes above the level of an undergraduate degree will receive \$425.00 per annum, effective January 1, 1975.

7.02 In addition to all other allowances, each teacher shall be paid allowances for additional courses as follows:

- (a) Staff members holding an approved Bachelor's degree, who have passed successfully five Departmental courses for which no previous allowance in the salary schedule has been given may receive \$325.00 per annum. Departmental courses taken to secure basic certification may not be used for this purpose.
- (b) A teacher holding Technological Studies or Honours Technological Studies Specialist Certification or its equivalent who subsequently received a Canadian degree or its equivalent and does not require the complete degree for placement in Group 4 by the O.S.S.T.F. Certification Board will be granted an allowance of \$325.00 per annum.

7.03 Statements from the O.S.S.T.F. Certification Board as to the courses used for double purposes will be accepted by the Board and District 1.

ARTICLE VIII - POSITIONS OF RESPONSIBILITY

- 8.01 (a) The Board reserves the right to make appointments to positions of responsibility in accordance with Subsection 8.01 (b) and provided that the Board's officials consult with representatives of District 1 Executive prior to the selection process. Such consultation shall provide for a reasonable time for response by District 1 before the selection process begins.
- (b) (i) All current and future appointments to the position of principal, vice-principal, director, assistant director, head of department,

assistant head of department or program leader shall be permanent appointments.

- (ii) Appointment to the position of coordinator or consultant shall be a term appointment of five (5) consecutive school years. Appointment to the position of assistant coordinator or resource teacher shall be a term appointment not to exceed four (4) consecutive school years. Appointments which become effective between September 1 and January 31 in any year will be terminated on August 31 immediately prior to the completion of the term. Appointments which become effective between February 1 and June 30 in any year will terminate on August 31 immediately following the completion of the term. All term appointments may be renewable.
 - (iii) Subsection 8.01 (b) (ii) applies to an appointment to a position of responsibility that is made after September 30, 1984. A teacher holding a permanent position of responsibility prior to September 30, 1984 shall not be subject to Subsection 8.01 (b) (ii).
 - (iv) A teacher whose term in a position of responsibility has expired shall return to the position last held if that was a permanent position or to the term position previously held for the balance of the term subject to the seniority provisions of Articles IX and XII. The teacher may apply for any position of responsibility for which he/she is qualified.
 - (v) If the term of a teacher who is not the least senior in the position of responsibility expires, the position of responsibility shall be posted whether or not the expiration coincides with a decline in the number of such positions.
 - (vi) Appointments made under this Section are subject to the provisions of Articles XI and XII of this Agreement.
 - (vii) A teacher in a position of responsibility shall have the right to apply for an additional term in the same position of responsibility prior to the last year of his/her present term appointment.
 - (viii) These procedures shall apply to all other term appointments including but not limited to learning support teacher (L.S.T.).
- (c) The Board reserves the right to relieve a teacher from a position of responsibility, permanent or term, during the first two years of

placement. The provisions of this clause shall be excluded from the grievance procedure outlined in Article XXI.

- (d) The Board reserves the right to relieve a teacher from a permanent or term position of responsibility after the initial two (2) year period in accordance with Section 3.02 and subject to the provisions of the grievance procedure outlined in Article XXI.
- (e) A teacher who is relieved of a position of responsibility in accordance with Subsection 8.01 (c) or (d) or chooses to relinquish a position of responsibility will be reinstated in a position at least equivalent to the position from which he/ she was promoted subject to the provisions of Articles IX and XII.
- (f) A teacher who is relieved of a position of responsibility in accordance with Subsection 8.01 (c) or (d) will be notified by November 1 to be effective December 31 or by April 1 to be effective June 30.
- (g) Nothing in this Article shall restrict or prohibit in any way the right of the Board to dismiss a teacher holding a position of responsibility or terminate the standard form contract of such teacher subject to the right of such teacher to apply for a Board of Reference under the provisions of The Education Act.

8.02 It is understood and agreed that teachers appointed to positions of responsibility should expect to be transferred on a regular basis.

8.03 Principals

The Board shall appoint a principal for each secondary school under its jurisdiction.

8.04 Vice-Principals

The Board shall appoint a vice-principal for each secondary school under its jurisdiction. A second vice-principal shall be appointed in a non-basic level school which has a projected enrolment of over 1099 for the following school year and in a basic level school which has a projected enrolment of over 399.

Notwithstanding the above, W. D. Lowe, Herman and Riverside Secondary Schools will have a second vice-principal unless the projected enrolment falls below 1,000 and a basic level school will have a second vice-principal unless the enrolment falls below 350.

8.05

- (a) The following shall comprise the list of recognized departments in non-basic level secondary schools:

Guidance	History
Business Education Studies	Geography
Technological Studies	Languages
Industrial Arts	Physical Education (F)
(if no technical)	Physical Education (M)
Family Studies	Arts (including visual arts, music, theatre arts, screen studies and dance.)
English	
Mathematics	Library
Science	English as a Second Language (ESL)

- (b) The following shall comprise the list of recognized departments in basic level secondary schools:

Applied Science	Guidance
Arts and Life Skills	Physical Education and Student Services
Communications	Adapted Basic Program
Social Sciences and Business	
Technological Studies	

8.06 Directors

- (a) In each composite secondary school, the Board shall appoint a Business Education Studies director where the Business Education Studies course leads to the Ontario Secondary School Diploma.
- (b) In each composite secondary school, the Board shall appoint a Technological Studies director where the Technological Studies course leads to the Ontario Secondary School Diploma.
- (c) In each basic level secondary school, the Board shall appoint a Technological Studies director.
- (d) In areas where a director is appointed, a head will not be appointed in the same department.

8.07 Heads of Department

- (a) The Board shall appoint a head of Guidance in each secondary school and a head of E.S.L. where this program is offered. These appointments shall be major heads of department.

(b) The Board shall appoint other heads of department in all secondary schools in accordance with the following requirements:

(i) Heads of Department - Major

The Board shall appoint a major head of department when a minimum of 115 teaching periods, based on a 40 period week or its adjusted equivalent in schools not on a 40 period week, are timetabled in one or more subject areas in that department other than a department to which a director has been appointed and a physical education department.

(ii) Heads of Department - Minor

The Board shall appoint a minor head of department when a minimum of 60 teaching periods, based on a 40 period week or its adjusted equivalent in schools not on a 40 period week, are timetabled in teaching in one or more subjects in that department other than a department to which a director has been appointed and a physical education department.

(iii) Notwithstanding Subsection 8.07 (b) (ii), the minor department head who is declared surplus because of the reduction of the teaching periods below the minimum may be designated as assistant department head and the department may be attached to another department for administrative purposes.

(c) (i) Notwithstanding the above, the Board shall appoint major department heads in each of the subject areas in Subsection 8.05 (b) until August 31, 1994.

(ii) Teachers appointed to the position of department head in a basic level secondary school prior to September 1, 1987 shall be grandfathered in their position. For teachers whose appointment was a term appointment, such grandfathering shall only extend to the end of their term. Notwithstanding the above, a teacher appointed as a department head in a basic level secondary school is subject to being surplus due to school closures according to Article XII of this Agreement.

(d) The Board shall appoint a program leader of the Adapted Basic Program in each basic level secondary school where such a program approved by the Superintendent of Program exists. The maximum teaching load of the program leader of the Adapted Basic Program shall be three (3) credits per year.

(e) Head of Physical Education Department

The Board shall appoint a head of Physical Education (F) and a head of Physical Education (M) in all schools except the basic level secondary schools and a head of Physical Education and Student Services in a basic level school, based on the following criteria:

- (i) A major head shall be appointed when a minimum of 70 teaching periods, based on a 40 period week or its adjusted equivalent in schools not on a 40 period week, are timetabled in teaching Physical Education (F) or Physical Education (M).
 - (ii) A minor head shall be appointed when less than 70 teaching periods, based on a 40 period week or its adjusted equivalent in schools not on a 40 period week, are timetabled in teaching Physical Education (F) or Physical Education (M).
 - (iii) Notwithstanding Subsection 8.07 (e) (i) and (ii) above, a major head of department shall alternate between the Physical Education department (F) and the Physical Education department (M) in schools where less than 70 teaching periods are timetabled in each department. The allocation of time shall be such that the headship is equally shared over a two year period.
- (f) The Board shall appoint a program leader of the Service Industry Program in a basic level school. The maximum teaching load of the program leader of the Service Industry Program shall be five (5) credits per year.

8.08 Program Leader

The Board shall appoint a program leader in the following areas where these programs are offered:

Adapted Basic Program	Immersion French
Community Living Program	P.A.S.S. Program
Expanded Arts Program	Service Industry Program
Gifted Program	

8.09 Assistant Directors

The Board shall appoint an assistant director to Business Education Studies and/or Technological Studies departments in all composite schools having Business Education Studies and/or Technological Studies for each 205 teaching periods or more based on a 40 period week or its adjusted

equivalent in schools not on a 40 period week, timetabled for courses of study in one or more subjects in the department.

8.10 Assistant Heads

- (a) An assistant head shall be appointed in all non-basic level secondary schools to a department, except Business Education Studies and Technological Studies in composite schools, where there are 145 or more teaching periods, based on a 40 period week, or its adjusted equivalent in schools not on a 40 period week.
- (b) The Superintendent of Schools will as much as possible effect transfers and/or appointments of persons appointed prior to September 1, 1981 and presently holding positions of assistant department head with a view to achieving by the end of the Collective Agreement a number of assistant department heads that reflects the application of the criterion in Subsection 8.10 (a).

8.11 Recommendations for appointments to positions of responsibility in this Article will as much as possible be made by the third Friday in April to be effective the following September 1. These will be based on the projected enrolment for the following September 30.

8.12 Vacancies in positions of responsibility which occur during the school year will be posted as soon as practicable. The effective date of the appointment will be determined by the Superintendent of Schools. Interim arrangements will be made in accordance with Section 4.05.

8.13 A responsibility and performance allowance shall be paid to each teacher who is responsible for an extra curricular music program in a school. This allowance is not payable to teachers already receiving compensation for head or assistant head of the Arts department. Teachers receiving this allowance will not be eligible for any other extra curricular allowance for music.

ARTICLE IX - SENIORITY

9.01 By January 31, of each year, the Board shall prepare, publish and post on a current basis a seniority list. The seniority list will be determined in accordance with the provisions of this Article and shall be used for the purposes of declaring surplus and redundant teachers only. The seniority list will also record the subject areas that a teacher is qualified to teach.

9.02 (a) The seniority will be calculated from the commencement of employment as a teacher after the date of last hiring. A break of up to two years is

considered as no interruption of employment. An employee on a paid or unpaid leave of absence is deemed to continue to accumulate seniority during that leave of absence.

- (b) The seniority list shall be posted on the bulletin board of each school and the administration building and shall be open for revision for thirty (30) calendar days after posting. After thirty (30) calendar days, the seniority list with the revisions, if any, shall be accepted as final and complete. The revision in the number of years of seniority shall be confined to those accumulated in the previous year except for teachers hired during the previous school year.
- (c) Notwithstanding Subsection 9.02 (a), no deduction shall be made from the seniority as determined in accordance with Subsection 9.02 (a) for a teacher:
 - (i) who, prior to September 1, 1981 had unbroken years of service with the Windsor Board of Education in an elementary panel after completing two years with the secondary panel;
 - (ii) who was on a timetable split between the elementary and secondary panels;
 - (iii) who was redundant and waiting to be recalled according to Article XIII of the Collective Agreement;
 - (iv) who was employed and was laid off due to declining enrolment and was subsequently rehired within the next school year. Such teacher shall have fractions of a year count as a full year for the purpose of accumulating seniority.

9.03 Where teachers have equal seniority in accordance with Section 9.02, the order of seniority shall be determined by the following criteria taken in order as follows:

- (a) total number of teaching years with the Windsor Board;
- (b) O.S.S.T.F. Certifications (the highest being Group IV with seal, Group IV, then Group III with seal, etc.);
- (c) total number of statutory O.S.S.T.F. years in Ontario;
- (d) total number of years teaching in elementary and secondary schools anywhere;

- (e) by chance. The procedure for this stage of tie-breaking shall be as follows: all of those tied at a given level on the seniority list will participate in a draw, each teacher or his/her designate selecting a number from 1 to 100 and replacing the number once drawn. The number 1 would entitle the teacher to the best seniority in the tied group. Other rankings would be assigned such that the higher the number drawn, the worse the seniority position in the tied group. Should two or more teachers draw the same number, they would re-draw to determine which of them gets the better (best) position(s). District 1 shall administer this process prior to April 1 of each year with the Superintendent of Schools or his/her designate being present at these proceedings. The seniority number assigned by the chance procedure shall be in effect until January 1 of the following year.

9.04 The seniority rights of a Windsor secondary school teacher shall cease for any one of the following reasons:

- (a) a secondary school teacher resigns;
- (b) a teacher retires;
- (c) a teacher is discharged and such discharge is not reversed through grievance or procedures of The Education Act;
- (d) a teacher is not recalled in accordance with Article XIII;
- (e) a recalled teacher refuses a full-time position, unless a reason is given which is satisfactory to the Superintendent of Schools;
- (f) a teacher's contract is terminated with severance pay.

9.05 Notwithstanding anything herein to the contrary, a teacher's seniority may be the subject of the grievance procedure.

ARTICLE X - STAFFING

Teacher Board Complement Committee

- 10.01 (a) The Board, in cooperation with District 1, shall establish a Teacher Board Complement Committee (T.B.C.C.) consisting of four (4) members representative of and appointed by District 1 and four (4) members appointed by the Board, at least one of whom shall be a Trustee.

- (b) The T.B.C.C. shall consider and recommend to the Board by March 31 of each year the projected enrolment as of October 31 of each such year. To enable the T.B.C.C. to perform such function, the Superintendent of Schools shall furnish to the T.B.C.C.:
- (i) data on projected enrolment furnished by each principal;
 - (ii) historical enrolment statistics as published by the Board or other sources;
 - (iii) subject, level and grade selections of or for all students including those who have been identified as exceptional by an Identification, Placement and Review Committee (I.P.R.C.);
 - (iv) such other information or data which the T.B.C.C. or its co-chairpersons may request.

Whenever possible, all materials will be provided at least 48 hours prior to the meeting at which it will be discussed.

- (c) The Board in its discretion may accept or amend any recommendation of the T.B.C.C. in respect of projected enrolment except an unanimous recommendation by the T.B.C.C. which shall be accepted by the Board.
- (d) The pupil-teacher ratio (P.T.R.) shall be 16.14:1. The number of teachers under this Section shall be the number generated by the P.T.R. above rounded down to the nearest one-half (1/2) teacher. Learning Support Teachers shall be excluded from this pupil-teacher ratio.
- (e)
 - (i) The T.B.C.C. shall determine by April 15 each year the allocation of teachers among the schools using the criteria specified in Section 10.02 of this Agreement.
 - (ii) The number of teachers determined under this Article shall be employed by the Board but a minimum of two and a maximum of four of them shall remain unassigned to schools until September enrolment figures are available. The T.B.C.C. shall then determine the assignment of these teachers.
- (f)
 - (i) Students and teachers in the Adapted Basic Program shall be excluded from the calculation of the overall P.T.R. for the Windsor secondary schools. It is understood that the Adapted Basic Program will continue to operate with an approximate P.T.R. of 9.25:1.

- (ii) Students and teachers in the P.A.S.S. Program shall be excluded from the calculation of the overall P.T.R. for the Windsor secondary schools. The guidelines for staffing the P.A.S.S. Program will be a P.T.R. of 17:1. In addition, the program leader of the P.A.S.S. Program will teach three (3) credits.
- (iii) Students and teachers in the Expanded Arts Program shall be excluded from the overall P.T.R. of the Windsor secondary schools. The staffing for the Expanded Arts Program will be determined by the administration after consultation with District 1 O.S.S.T.F. The program leader of the Expanded Arts Program shall teach three (3) credits. The program will be reviewed on an annual basis prior to staffing. If for the 1997-1998 school year, the number of students to be excluded is not agreed by March 24, 1997, a third party will determine the number to be excluded.
- (iv) Students and teachers in the E.S.L. Program shall be excluded from the calculation of the overall P.T.R. Staffing for the E.S.L. Program will be determined by the administration using the following as guidelines:

Average Class Size

Beginners.....	10.5
Intermediate.....	14
Advanced.....	17

- (v) Teachers in (f) (i) to (iv), including Community Living and Section 16 classes, shall be interviewed by a team of supervisory officers and appointed for a term of three (3) years. Teachers whose term has expired may re-apply. Notwithstanding the above, these teachers are subject to being redundant according to Article XI of this Agreement.
- (vi) Five (5) periods in a forty (40) period week or its adjusted equivalent in schools not on a forty (40) period week shall be assigned to the program leader of the Gifted Program at Massey Secondary School to coordinate the program. These periods will be included in the calculation of the overall P.T.R.
- (vii) There shall be a head of the Community Living Program who shall have three (3) periods for administration.

- (g) (i) The Board shall immediately recall or hire additional teachers in accordance with the P.T.R. under Subsection 10.01 (d) if the actual enrolment as of October 31 each year is higher than the projected enrolment, whether or not the projected enrolment was an unanimous recommendation of the T.B.C.C., a Board-amended projection, a District 1 projection, or a projection of Board representatives on the T.B.C.C.
- (ii) The Board shall have the right to reduce the number of teachers in its employment as of December 31 in each year, in accordance with the P.T.R. under Subsection 10.01 (d), if the actual enrolment as of October 31 each year is lower than the projected enrolment, whether or not the projected enrolment was an unanimous recommendation of the T.B.C.C., a Board-amended projection, a District 1 projection, or a projection of Board representatives on the T.B.C.C.
- (h) In the event that a non-basic level secondary school is scheduled to close, the following procedures shall be followed:
 - (i) The T.B.C.C. shall determine the number of students from the closing school enrolling in each receiving Windsor Board secondary school as a percentage of the total number of students from the closing school who are remaining in the Windsor Board system.
 - (ii) For staffing purposes by the principal and S.A.C., the allocation of the staff of the closing school shall be determined by the T.B.C.C. such that teachers of the closing school will be allocated to the receiving Windsor Board secondary schools in the same proportion as the students as calculated in Subsection 10.01 (h) (i) above.
 - (iii) The teachers of the closing school will indicate the receiving school of their preference to the Secondary Staffing Committee (S.S.C.). The S.S.C. will then, in consultation with District 1, distribute the teachers in the various schools.
 - (iv) Teachers who hold positions of responsibility in a closing school shall be assigned as determined by the Superintendent of Schools.
- (i) In the event of the closure of a basic level secondary school, the following staffing procedures shall apply:

- (i) Teachers on this list and other teachers in the system with basic level experience or with special education qualifications will be invited to apply in writing if they wish to teach in the new school.
- (ii) The S.S.C., after consultation with District 1, O.S.S.T.F., will select the teachers for the new school. These teachers will be appointed for a three (3) year term. Notwithstanding the above, these teachers are subject to being redundant according to Article XI of this Agreement.

10.02 The criteria to be employed by the T.B.C.C. in making its allocation under Subsection 10.01 (e) (i) of this Agreement shall be as follows:

- (a) two (2) teachers shall be assigned to staff an alternative program for secondary school students of compulsory school age;
- (b) the maximum teaching load for all teachers shall not exceed six (6) credits per year or thirty (30) periods in a forty (40) period week or its adjusted equivalent in schools not on a forty (40) period week;
- (c) the maximum teaching load per major department head will be five (5) credits per year;
- (d) a director in a basic level secondary school shall teach three (3) credits;
- (e) a director in a non-basic level secondary school shall teach five (5) credits
- (f) teachers shall not cover classes for other teachers except in an emergency and emergency shall mean "unforeseeable circumstances occurring during regular school hours";
- (g) the maximum number of counselling periods for a counsellor will be thirty (30) periods in a forty (40) period week or its adjusted equivalent in schools not on a forty (40) period week;
- (h) to reflect the varying needs of different types of classes and services the following relative class sizes shall be used to derive appropriate weighting factors for determining teaching and service periods required in each school:

Cooperative Education	25
Academic Advanced	25
Academic General	22
Academic Basic and Academic E.S.L	18
Science Advanced.	23

Science General	21
French	22
Technological Studies Advanced and General	17
Technological Studies Basic	14
Remedial Reading	15
Counselling Services:	
Non-Basic Level Schools	12
Basic Level Schools	8

Library Services - Non-Basic Level Schools

less than 1,000 students	- 45 periods
1,000 to 1,200 students	- 50 periods
1,201 to 1,350 students	- 55 periods
1,351 to 1,500 students	- 60 periods
more than 1,500 students	- 65 periods

Library Services - Basic Level Schools

Less than 300 students	- 10 periods
300 to 399 students	- 15 periods
400 to 499 students	- 25 periods
500 to 599 students	- 30 periods
600 or more students	- 40 periods

- (i) In addition, aides and clerical help will be provided in the library and audio visual services in order to meet the requirements of the schools.
- (j) The allocation of staff to each school shall include and be determined as follows:
 - (i) a principal;
 - (ii) the appropriate number of vice-principals as determined in Section 8.04;
 - (iii) one-sixth or one-half teacher to complement the timetable of the director as provided for in Subsection 10.02 (d) and (e);
 - (iv) one-sixth teacher for each major department head;
 - (v) a total number of teachers equal to the result of the total number of periods including library and counselling divided by thirty (30);

- (vi) one-sixth teacher to complement the timetable of the program leader of the Service Industry Program in a basic level secondary school;
 - (vii) one-sixth teacher to complement the timetable of the program leader of the Gifted Program at Massey Secondary School.
 - (viii) one-sixth teacher to complement the time-table of the program leader of Immersion French at Herman Secondary School.
- (k) The maximum teacher load for teaching will not exceed thirty (30) periods in a forty (40) period week, and in addition each teacher shall be on call for two (2) specified periods per week for supervisory duties as determined by the principal, provided such supervisory duties shall not replace supply teaching. Notwithstanding anything herein to the contrary, coaches and others involved in extra-curricular activities should, as far as possible, be exempt from supervisory duties during the season(s) of their activity. For teachers with timetables split between two or more schools in one school day, no supervisory duties shall be assigned by the principals. The District 1 Branch President shall have no assigned supervisory periods.
- (l) The principal will, as much as possible, organize the school so that a teacher is not assigned:
- (i) more than four (4) different course preparations per year;
 - (ii) teaching and/or supervisory duties which total more than 160 consecutive minutes; and
 - (iii) teaching and/or supervisory duties that do not allow for a minimum of forty (40) minutes between the hours of 11:00 a.m. and 2:00 p.m. for lunch.

Staff Assignment Committee

- 10.03 (a) The teaching staff of each school shall annually elect nine (9) teachers from its staff to be known as the Staff Assignment Committee (S.A.C.). In the event of a secondary school closing and for one staffing year only, the S.A.C. of the receiving school shall be enlarged by one (1) teacher if up to and including ten (10) teachers are received and by two (2) teachers if more than ten (10) teachers are received. These teachers added to the S.A.C. shall be elected by staff coming from the closing school to represent them on the S.A.C. It shall be the function of the S.A.C. to receive from the principal all material regarding staffing and with the principal to review and evaluate the same with a view to

making a mutually satisfactory joint determination for staffing assignments within each school.

- (b) The principal at his/her discretion may involve the vice-principal at each step of the process.
- (c) The principal and S.A.C. shall consider teachers who have been allocated from a closing school according to the provisions of Subsection 10.01 (e) as members of their staff.
- (d) The current number and exceptionality of all exceptional students within the school shall be given to the O.S.S.T.F. Branch President and/or the S.A.C. Chairperson.

10.04 The principal of each school, after consultation with the vice- principal(s), directors and department heads, shall prepare preliminary staffing assignments within each such school which shall be sent to the S.A.C. for final determination as provided in this Article.

10.05 (a) The criteria to be employed by the principal and S.A.C. in deciding on staffing assignments will be as follows:

- (i) the program requirements in a school will be the determining factor in deciding on the teachers to be retained. Program means those courses of study included in the Ministry Curriculum Guidelines or those courses of study approved by the Ministry;
- (ii) teachers will be assigned in accordance with their major subject area(s) qualifications. Teachers who hold major qualifications to teach in more than one department and who indicate a preference shall be placed in the department(s) of their preference in accordance with seniority for a minimum of two-thirds (2/3) of their timetable.

Notwithstanding the above, no preference will be given to guidance counsellors where the exercise of such preference would inhibit the implementation of Subsection 10.05 (a) (iv);

- (iii) recommendations may be made for teachers to be assigned partially in their minor subject area(s) subject to the Supervisory Staffing Committee's (S.S.C.) approval when placement of surplus teachers is being done. Such S.S.C. is comprised of the Superintendent of Schools and Superintendent of Secondary Schools;

- (iv) there shall be a minimum of one (1) full-time equivalent male and a minimum of one (1) full-time equivalent female guidance counsellor in each secondary school. Where either or both of these minimums is/are already fulfilled, it/they shall be maintained. Where either minimum is not already in place in a school, then that minimum representation shall be that representation in the school year 1987-88, or four **(4)** periods, whichever is greater;
- (v) a teacher on leave of absence of one year or less shall be considered to be on the staff of the school from which he/she left;
- (vi) the ratio of Library staffing to the criteria of Subsection 10.02 (h) shall be approximately the same as the ratio in other areas delineated in Subsection 10.02 (h).

- (b) No S.A.C. member shall vote on decisions directly involving himself/herself.
- (c) Any teacher receiving from the principal and S.A.C. a timetable of less than six periods may choose to reject it and be declared surplus.
- (d) Any teacher receiving an assignment from the principal and S.A.C. in an area for which that teacher is qualified but has not taught for more than ten years may refuse it and elect to be declared surplus.
- (e) Any teacher receiving an assignment in an area in which that teacher is qualified but cannot teach for documented health reasons may refuse it and elect to be declared surplus.

10.06 The principal and S.A.C. shall make every effort to develop and implement a timetable arrangement consistent with the program requirements of the school that will produce a full timetable in their major subject area(s) for all teachers who:

- (a) currently teach a full timetable;
- (b) are returning to the school from a leave of absence of one school year or less;
- (c) are teaching a fractional timetable in accordance with Section 15.03 and who have advised the Board pursuant to Section 15.03 that they wish to return to a full timetable and who are qualified to teach the subjects required;
- (d) are presently holding a fractional assignment in two schools and have notified the Superintendent of Schools, principal and S.A.C.

Chairperson in writing by April 10 that they wish to be considered a full-time member of that school for staffing purposes;

- (e) are presently holding a fractional assignment in the school and a fractional position in the permanent supply pool.

10.07 The principal and S.A.C. shall make every effort to develop and implement a timetable arrangement consistent with the program requirements that will produce a fractional timetable in their major subject area(s) for all teachers who:

- (a) are currently on a fractional timetable and who wish to remain on a fractional timetable subject to Section 15.03; and
- (b) are currently teaching full-time and have requested a fractional timetable subject to Section 15.03.

10.08 Should there be more teachers eligible to teach in a subject area(s) according to Section 10.05 than the program requires, the teachers in that subject area(s) with the lowest seniority on the seniority list will be declared surplus. However, where the lowest seniority teacher holds a position of responsibility, then that teacher will not be declared surplus. Notwithstanding the above, teachers in positions of responsibility will be subject to the bumping and declaration of redundancy procedures of Articles XII and XIII.

10.09 (a) Final determination for staffing assignments within each school shall not be made until the joint tentative staffing arrangement has been posted in the school and teachers have been given two (2) school days to lodge an appeal as provided in Subsection 10.09 (b).

- (b) Any member affected by the decision of the principal and S.A.C. may appeal to the principal and S.A.C.

- (c) If a teacher's appeal under Subsection 10.09 (b) has been rejected and after the principal and S.A.C. have made a final determination for staffing assignments within the school, the teacher shall have two (2) school days to notify the Superintendent of Schools of his/her desire to appeal his/her staffing assignment. The decision of the Superintendent of Schools shall be final.

10.10 (a) If there is not a tentative joint determination between the principal and S.A.C. regarding staffing assignments, no posting of assignments will be made; however, an informational staff meeting will be jointly called by the S.A.C. and principal on or before the third Friday in April to outline the areas of disagreement. The teachers will be informed that a

further attempt at a solution will be made by the S.A.C. and principal after 48 hours. Should a mutually satisfactory joint determination not be achieved, the disagreement shall be submitted to the T.B.C.C. for resolution.

- (b) If the T.B.C.C. is unable to resolve the dispute or disagreement, the Board shall make a final determination.

10.11 (a) It is understood and agreed that final staffing assignments may be subject to change due to personnel changes in the system and due to staffing re-assignments made by the S.S.C. to accommodate surplus teachers.

- (b) When surplus teachers are placed by the S.S.C. in unfilled positions or bumped positions and such placements alter assignments of other teachers established by the principal and S.A.C. under Section 10.05, the principal and S.A.C. shall be given first chance to place the surplus teachers. Failing mutual agreement by the principal and S.A.C., the S.S.C. will make the final determination on placing such teachers.

10.12 (a) The grievance procedure in this Agreement shall not be available in respect of staffing assignments made, in accordance with Article X of this Agreement, by the principal and S.A.C., or by the T.B.C.C. in cases where the principal and S.A.C. cannot agree on staffing assignments, or by the Board in cases where the T.B.C.C. has failed to agree.

- (b) If, subsequent to the T.B.C.C. making recommendation(s) under Subsection 10.01 (b) of this Agreement, the Board adds program(s) and/or students, the Board shall add staff to cover the additional teaching periods which the additional program(s) and/or students will necessitate and will negotiate with the teachers a method of staffing such programs.

10.13 (a) The maximum class sizes shall be used as guidelines for staffing:

Cooperative Education	30
Academic Advanced	30
Academic General	26
Academic Basic	22
Academic E.S.L	22
Science Advanced	28
Science General	25
French	26
Technological Studies Advanced	20
Technological Studies General	20
Technological Studies Basic	17
Remedial Reading	18

- (b) The superintendent responsible for secondary school staffing shall prepare a report on class sizes as of October 31, and February 28 in semestered schools, with a copy to District 1 O.S.S.T.F.
- 10.14
- (a) On the second Friday following the opening of school each year, the T.B.C.C. shall review and re-allocate, if necessary, the number of teachers allocated to each school.
 - (b) Where the T.B.C.C. reaches a consensus, it shall report its decision to the Board at the next regular meeting in September at which time the Board shall ratify and implement the decision to re-allocate or add staff as is necessary.
 - (c) Where the T.B.C.C. has re-allocated staff in accordance with Subsection 10.14 (a), the principal and S.A.C. shall meet to determine the subject area(s) and/or teacher(s) to be affected by the re-allocation. Failing mutual agreement by the principal and S.A.C., the T.B.C.C. shall make the determination.
 - (d) In the absence of a consensus within the T.B.C.C. with respect to a decision, the T.B.C.C. shall attend the next regular meeting of the Board and present its views following which the Board shall make a final and binding decision.
 - (e) Any decisions and/or actions made under Subsection 10.14 (a) will not interfere with or prejudice any provisions of Section 10.01.
- 10.15 Notwithstanding anything contained in this Collective Agreement and in accordance with Section 3.01, the Board reserves the right to determine the programs and courses offered in its secondary schools.
- 10.16 The Board agrees that during the term of this agreement, there will be no layoffs of teachers employed by this Board as of January 20, 1997, the date of signing of this Memorandum of Settlement.

ARTICLE XI - PLACEMENT OF SURPLUS TEACHERS

- 11.01 When there are teachers declared surplus in accordance with Article X, the following procedures will be undertaken in an effort to provide teaching positions for as many teachers as is possible under the P.T.R. and consistent with qualifications and seniority.
- (a) Total surplus in the system will be determined in accordance with the principal and S.A.C. declarations.

- (b) The S.S.C. shall then determine the number of unfilled positions by subject area to identify the staffing needs of the system.
- (c) During the total placement process teacher transfer or one-year exchange requests and extra-curricular transfers shall be considered and may be effected providing no bumping is initiated by these transfers.
- (d) Where there are more surplus teachers than unfilled positions in a given subject area(s), the S.S.C. will determine the surplus teachers who can be accommodated by placement in unfilled positions and/or by bumping other teachers with the least seniority in that subject area(s) and the S.S.C. will open up sufficient positions to accomplish this.

11.02 The determination in Subsection 11.01 (d) will be made with the view to placing surplus teachers in accordance with the following criteria:

- (a) Assignment in a teacher's major subject area(s) in accordance with seniority.
- (b) If no assignment can be made in a teacher's major subject area(s), assignment will be made in the teacher's minor subject area(s) in accordance with seniority if the teacher agrees in writing to achieve major qualifications in that subject area(s) by the following June 30. Consideration may be given by the Superintendent of Schools to extend the time limits in special circumstances.
- (c) If no assignment can be made in Subsections 11.02 (a) and (b) above, assignment may be made in a teacher's minor subject area(s).

11.03 The placement of teachers in their major subject area(s) will be made in accordance with seniority. Teachers with fifteen (15) or more years of seniority who hold major qualifications to teach in more than one department shall be placed in the department of their preference in accordance with seniority for a minimum of two-thirds (2/3) of their timetable. Such placements, however, may be altered by the S.S.C. if it is to preserve the job of another teacher or to adjust the timetables of teachers in split assignments. The S.S.C. shall ensure that no teacher holding major qualifications to teach in more than one department shall be required to teach outside the department of preference for more than three (3) years for a minimum of two-thirds (2/3) of their timetable in accordance with seniority. A teacher with major qualifications in only one department shall not be protected from redundancy by this Section of the Agreement for more than three years.

- 11.04 A teacher placed in his/her minor subject area(s) will be given first priority when a position becomes available in that teacher's major subject area(s), subject to Section 11.03.
- 11.05 A teacher, who has been declared surplus by the principal and S.A.C. and who states in writing by April 30 of the current year to the Superintendent of Schools agreeing to be trained to qualify in a new subject area for the following September, will be determined to be qualified in that subject area for the purposes of placement under Section 11.02. This date may be extended into the month of May by the Superintendent of Schools to accommodate those teachers who are identified as potentially redundant by the S.S.C. Failure to qualify as agreed shall result in removal of such determination.
- 11.06 The President of District 1 or his/her designate will be informed by the S.S.C. of any placement of surplus teachers and will be allowed to comment before any placement occurs.
- 11.07 Notwithstanding anything to the contrary in Article XI, it is understood that any teacher on a leave of absence for federation duties will not be transferred during the course of this leave.
- 11.08 (a) If there are teachers for whom no position can be found in their area(s) of qualifications, or who have been previously declared redundant and are on the recall list, or who have not been placed in the Windsor Roman Catholic Separate School Board, the Board will establish a permanent supply pool in September of each year that there are redundant teachers. The maximum number of full-time equivalent teachers to be placed in the permanent supply pool will be eighteen (18) or the number of teachers for whom no positions can be found in the system, whichever is less, minus the number of teachers who have voluntarily transferred to the Windsor Roman Catholic Separate School Board and who are returning to the Windsor Board of Education and minus the number of teachers hired to replace teachers on 4 over 5 leave. The maximum number of permanent supply teachers determined under this Article may be increased by up to four (4) additional teachers under the provisions of Subsection 10.01 (e) (ii). Teachers designated to be in the permanent supply pool, other than the teachers identified in Subsection 10.01 (e) (ii), will be used as occasional teachers during the month of September. When the actual enrolment is known on September 30, those teachers placed in the permanent supply pool will be given a contract of employment including full salary, allowances, benefits and other entitlements as provided in this Collective Agreement retroactive to September 1.

- (b) A surplus teacher refusing a position in the permanent supply pool shall be deemed to have his/her contract terminated excluding any other provisions of this Agreement unless the teacher is granted a sabbatical leave for retraining purposes in accordance with Subsection 11.09 (a).
- (c) Notwithstanding the above, for a period of two (2) years after the closure of a basic level secondary school, the number of teachers in the permanent supply pool will be increased by the number of teaching positions lost as a result of the school closure. This number of teaching positions shall be calculated by dividing the P.T.R. into the number of students leaving the closing school in the year of closure, not graduating and not enrolled in any other school in the system by the following September 30 reduced by the number of teachers from the closing school placed in vacancies elsewhere in the system. It is understood that this number of students shall be reduced by 45 which past experience indicates may be considered to be an average annual attrition.
- (d) If there are teachers in the permanent supply pool for whom no position can be found and for whom the Board anticipates no future teaching need, the Board may require that these teachers retrain in a subject area for which a need is anticipated.

11.09 Notwithstanding anything contained to the contrary in this article, the S.S.C. may place, in the permanent supply pool, any of the following:

- i. a teacher who has volunteered to be placed in the permanent supply pool;
- ii. a teacher who has been placed "under review" as defined in the Board's teacher evaluation policy; it is understood that the placement of such a teacher in the permanent supply pool may delay or extend the period of time in which the teacher is "under review";
- iii. a surplus teacher for whom exercising normal bumping rights under this agreement would result in program difficulties in a school. In the event of a disagreement over the issue of "program difficulties", the matter shall be referred to the J. R. C. for resolution.

11.10 A teacher for whom no position can be found in either the regular day school or the permanent supply pool may be granted:

- (a) a sabbatical leave, if eligible, for the purpose of retraining to qualify for another teaching position with the Board. The number of such sabbatical leaves shall not exceed one half of the number allowable

per year by the Board. Should all sabbatical leaves for the year be allocated when a teacher eligible for a sabbatical leave opts for one under this Section, sabbatical leaves will be borrowed from the allotment of the following year;

- (b) employment in the elementary panel, provided the teacher is qualified to teach in the elementary panel and provided there are no elementary teachers waiting to be recalled.

11.11

- (a) In accordance with Section 1.01, the Board agrees to give preference in filling teaching assignments in the credit and/or upgrading parts of the summer school, evening school and/or driver education programs to teachers for whom only a fractional timetable can be found in the regular day school. The teachers assigned to teach in the credit and/or upgrading parts of the summer school, evening school and/or driver education programs shall complete the assignment regardless of whether the teachers are given a full-time assignment, unless suitable replacements are found to the satisfaction of the Administrator of Continuing Education.
- (b) The Board further agrees to give preference in filling teaching assignments in the credit and/or upgrading parts of the summer school, evening school and/or in the driver education programs to teachers who choose to teach a fractional timetable provided it does not result in the Board hiring new teachers. In the event that this arrangement results in the Board hiring new teachers, a full-time assignment shall first be offered, in writing, to teachers who are teaching a fractional timetable as provided for in Subsection 11.11 (a). In the event these teachers refuse a full-time assignment, the arrangement under Subsection 11.11 (a) becomes null and void and the teachers will be paid at the summer school/night school rates for the applicable courses. If a teacher refuses a full timetable, that teacher is not eligible to return to a full timetable under Subsection 15.03 (d) unless the Board is hiring teachers in that teacher's subject area(s).
- (c) A teacher who teaches a fractional timetable in the regular day school, and who is given teaching assignments in areas for which he/she is qualified in the credit and/or upgrading parts of the summer school, evening school and/or in the driver education programs shall be considered a regular day school teacher and shall have his/her salary and fringe benefits determined in the same way as those of the teachers who teach a similar timetable in the regular day school program.

ARTICLE XII - PLACEMENT OF SURPLUS TEACHERS IN POSITIONS OF RESPONSIBILITY

- 12.01 (a) Where there are more principals than there are available positions for principals, principals will be declared surplus in order of least seniority in the position of principal.
- (b) A principal who is declared surplus will be assigned to a position of vice-principal.
- 12.02 (a) Where there are more vice-principals than there are available positions for vice-principals, vice-principals will be declared surplus in order of least seniority in the position of vice-principal.
- (b) A vice-principal who is declared surplus will be re-assigned by the Superintendent of Schools to the existing position most recently held by that vice-principal.
- 12.03 (a) Where there are more coordinators in a given subject area than there are positions, coordinators will be declared surplus in order of least seniority in the position of coordinator in the same subject area.
- (b) A coordinator who is declared surplus will be re-assigned by the Superintendent of Schools and the Superintendent of Program to the position of a consultant or assistant coordinator in the same subject area if it exists or to the previous position most recently held by that coordinator.
- 12.04 (a) Where there are more consultants or assistant coordinators in a given subject area than there are positions, consultants or assistant coordinators will be declared surplus in order of least seniority in the position of consultant or assistant coordinator in the same subject area.
- (b) A consultant or assistant coordinator who is declared surplus will be re-assigned by the Superintendent of Schools and the Superintendent of Program to the previous position most recently held by that consultant or assistant coordinator.
- 12.05 (a) Where there are more directors in a given subject area than there are positions, directors will be declared surplus in order of least seniority in the position of director in the same subject area.
- (b) A director who is declared surplus will be re-assigned by the Superintendent of Schools to one of the following positions in order of priority if such position exists in the same subject area:
department head

assistant director
assistant department head.

- 12.06 (a) Where there are more department heads/program leaders in a given subject area than there are available positions, department heads/program leaders will be declared surplus in order of least seniority in the position of department head/program leader in the same subject area.
- (b) A department head who is declared surplus will be assigned by the Superintendent of Schools to one of the following positions in order of priority if such position exists in the same subject area:
assistant director
assistant department head.
- (c) A program leader who is declared surplus will be re-assigned to the position most recently held by that program leader.
- 12.07 (a) Where there are more assistant directors in a given subject area than there are positions, assistant directors will be declared surplus in order of least seniority in the position of assistant director in the same subject area.
- (b) An assistant director who is declared surplus will be assigned to a position of an assistant department head if such position exists or to the position most previously held by that assistant director.
- 12.08 (a) Where there are more assistant department heads in a given subject area than there are positions, assistant department heads will be declared surplus in order of least seniority in the position of assistant department head in the same subject area.
- (b) An assistant department head who is declared surplus will be assigned to a position at least equal to the position from which he/she was promoted subject to Articles IX and XI.
- 12.09 Teachers who have been declared surplus in a position of responsibility and have moved into a lower position of responsibility will be at the top of the seniority list in the new position of responsibility. Such lower position will be permanent if it was previously held as a permanent position or will be for a new term.
- 12.10 (a) (i) Seniority in the present position with the Windsor Board of Education shall be based on the order of appointment where indicated in the personnel records. Where the order of

appointment is not indicated in the personnel records, Article IX will be used to provide a tie-breaker.

- (ii) The Board shall provide, on an updated basis, a seniority list for each position of responsibility.
- (b) Teachers in a position of responsibility who have been declared surplus will be listed in order of their seniority in the responsibility position and future openings will be filled from this list, in the reverse order in which they were declared surplus, without the necessity of the applicant re-applying. Teachers shall remain on the list until such time as they are re-assigned or refuse to accept a position at least at the same responsibility level as the one from which they were declared surplus.
- (c) Any reduction in salary or allowance resulting from a change of position due to surplus to a position of responsibility shall be limited to one-half (1/2) of the difference but in any case not more than \$2,000.00 per year until the person's salary applicable to the new position is reached. This provision does not apply to persons who have been appointed to replace persons in positions of responsibility who are on leaves of absence or who are on L.T.D.
- (d) Any teacher in a position of responsibility who is surplus to their position of added responsibility due to re-organization or the closure of a basic level secondary school shall continue to receive their salary and allowance in the year of change until such time as their teaching salary exceeds this amount.

ARTICLE XIII - REDUNDANT TEACHERS

13.01 Where there are more teachers in the secondary school system than will be required in the next school year, the teacher(s) not required and not relocated according to the provisions of Article XI will be declared redundant. A teacher on permanent contract who has been declared redundant or who chooses to be redundant in accordance with Subsection 1.03 (1) (vi) shall be entitled at his/her option to one of the following:

- (a) termination of contract with severance pay equal to 40% of the annual salary at the time of termination of the contract. In addition, the teacher shall be entitled to credit for accumulated sick leave upon employment by another board of education in Ontario as provided in The Education Act;

- (b) termination of contract where he/she is not entitled to credit by another board of education as provided in Subsection 13.01 (a) with severance pay equal to 40% of his/her annual salary at the time of termination of the contract plus one-quarter (1/4) of the number of days standing to his/her credit in the Board's sick leave plan, subject to any statutory limitation;
- (c) termination of contract with the right of recall for one year only according to the procedure of Subsection 13.01 (e) followed by either severance pay in accordance with Subsection 13.01 (a) or (b) or the right of recall under Subsection 13.01 (e);
- (d) a special leave of absence for the purpose of retraining to qualify for another teaching position with the Board with the term of the period of absence and retraining to be agreed upon by the teacher and the Board, the Board taking into consideration the welfare of the teacher, the facilities available for retraining through the Government of Canada, Province of Ontario, O.T.F., and the Board. The Board will pay the teacher's fringe benefits as provided for in Article XVII and tuition fees. In addition, the Board shall pay the teacher an amount equivalent to 30% of his/her salary for the year preceding the commencement of the leave providing such payments do not reduce any amounts that may be available from other sources for such retraining. The right of recall in accordance with Subsection 13.01 (e) shall be available subsequent to retraining;
- (e) termination of contract with the right of recall in the order of seniority, subject to the teachers being qualified to teach in the subject area in which an unfilled position occurs. Recall rights shall be applicable to part-time as well as full-time timetables.

- 13.02
- (a) The right of recall under Subsection 13.01 (e) shall apply to permanent as well as probationary teachers and shall extend for five years from declaration of redundancy at the date when the teacher became redundant. Such right of recall shall extend to a further five years provided a teacher submits evidence satisfactory to the Board that he/she has taken refresher courses or has otherwise kept up with the teaching profession. Such teacher's seniority shall continue to accumulate in accordance with the provisions of Article IX. If no position is found within the five or ten years, the teacher's contract will be terminated excluding any provisions of this Agreement.
 - (b) The Board shall maintain, publish and post a recall list of redundant teachers in order of most senior teacher to least senior teacher.

- (c) Redundant teachers must notify the Superintendent of Schools by registered letter no later than March 1 of each year that they wish to remain on the recall list for the following school year.
- (d) Teachers on the recall list shall be responsible for informing the Board and District 1 of any new areas of qualification and of any change of address.
- (e) The Board shall notify teachers being recalled in writing by registered mail and such teachers shall notify the Board of acceptance no later than 14 days after receipt of recall notice. A teacher, unable to notify the Board of acceptance within 14 days due to injury, illness or other reason deemed acceptable by the Superintendent of Schools shall not lose future recall rights.

13.03 The provisions of Subsections 13.01 (a), (b), (c) and (d) shall not apply to a teacher on a probationary contract. A teacher on a probationary contract or a permanent contract whose contract is terminated due to redundancy shall receive a letter from the Board stating redundancy as the reason for termination.

13.04 No agreement, arrangement or understanding will be made by the Board with any Roman Catholic separate school board for the transfer of secondary teachers without consultation with District 1.

ARTICLE XIV - VACANCIES

- 14.01
- (a) A vacancy other than a vacancy in a position of responsibility which becomes effective after the staffing is completed in the fall, provided that at least one full term or one full semester remains in the school year, and provided that no qualified teacher is in the permanent supply pool or is timetabled in a minor subject area but holds major qualifications for the vacant position, shall be posted in each school as soon as reasonably possible.
 - (b) Any teacher employed in the regular day school program, including those in the permanent supply pool, should one exist, and those on a leave of absence may apply for the vacancy.
 - (c) A vacancy, other than an L.S.T. position, shall be filled according to seniority subject to teachers being qualified to teach in the subject area(s) in which the vacancy occurs. The effective date of appointment shall be determined by the Superintendent of Schools.

14.02

An application for a vacant position by a teacher on staff will be considered a commitment to accept the position except in the event that subsequent to the date of the application:

- (a) a position becomes available in the teacher's present school for which he/she is qualified and the teacher elects to remain in his/her present school; or
- (b) a position becomes available which is more directly related to the teacher's experience and qualifications and the teacher elects to apply for this position; or
- (c) the teacher and the Superintendent of Schools mutually agree that the application will be withdrawn or altered.

14.03

Only first round vacancies need be posted. Second round vacancies will be filled by the most senior qualified teacher in the subject area in which the vacancies exist, from the surplus pool, should one exist, and/or the recall list.

14.04

Should a vacancy still remain unfilled, the Board may take such steps as it considers necessary to fill such position. Notwithstanding anything herein to the contrary, at no time shall the Board hire personnel from outside the system while there are redundant teachers qualified to fill the vacancy.

ARTICLE XV - RETENTION OF TEACHERS

15.01

Those teachers who transferred their contract from this Board to the Windsor Roman Catholic Separate School Board after June 12, 1984 will be considered to be on leave of absence pursuant to Section 15.02 of this Agreement. It is understood that such teachers shall have the right to renew this leave of absence for a time period of up to five (5) years from the first effective date of transfer.

15.02

- (a) Leave of absence without pay for a period of up to one year may be granted by the Board on the recommendation of the Superintendent of Schools to a teacher who has a permanent contract at the time the application is made. Such recommendation will be made by the Superintendent of Schools provided the system is not adversely affected.
- (b) A teacher shall apply in writing to the Superintendent of Schools for a leave of absence without pay not later than October 15 for a leave of absence beginning January 31 in semestered schools, and not later

than April 10 for a leave beginning September 1 unless other mutually acceptable dates are arranged.

- (c) A leave of absence granted by the Board may be extended for further periods provided the teacher's requests for such an extension complies with the appropriate deadlines of Subsection 15.02 (b).
- (d) If a teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision and not later than May 31 for the following September and not later than November 30 for the following January.
- (e) The teacher may at his/her expense maintain his/her employee benefits. The responsibility for making these arrangements rests with the teacher.

15.03 (a) Applications by full-time teachers to teach fractional timetables, e.g., a half timetable or one semester in a year, may be granted by the Superintendent of Schools, provided there are qualified teachers in the system available to teach the remainder of the full timetable. Employee benefits will be paid in accordance with Subsection 4.01 (b). The Board agrees that applications made under this Section can be recognized as part of a position-sharing program.

(b) Effective September 1978, and for the purpose of placing teachers on the seniority list only, in accordance with Article IX, the seniority of those teachers who are on fractional timetables will be calculated as if they were working full-time.

(c) Written applications of full-time teachers requesting fractional timetables must be submitted no later than October 15 for the semester commencing in February of the following year and no later than March 1 for the following school year.

(d) Teachers requesting to return to full timetable teaching must apply in writing to the Superintendent of Schools no later than March 1 to be effective in the following school year. Such teachers will be treated as full-time teachers and the provisions of Articles X and XI will apply in the same fashion as they do to other full-time teachers.

15.04 (a) It is the intention of this Section that all regular day school teachers covered by this Agreement shall direct, if necessary each year, a part of their salaries to be used by the Board to pay for the salaries of redundant regular day school teachers of the secondary panel of the Windsor Board who, notwithstanding the full implementation of all of the

terms of this Agreement, would be without teaching positions with the Windsor Board.

- (b) To that end it is agreed that District 1 will supplement financially the finances of the Windsor Board by allocating and redirecting up to one percent (1%) of the total salaries generated by the grid then in existence (exclusive of all benefits, COLA and other allowances).
- (c) The Board shall accept the allocation and shall reduce the salaries of all of the teachers by an amount of up to one percent (1%) of the salaries or whatever amount is necessary to retain the jobs of redundant teachers, whichever is less. The money so derived shall be used to retain and rehire, as the case may be, teachers who have become redundant to the secondary school system. Said teachers shall be in addition to the complement of teachers previously established in accordance with all of the terms of this Agreement. The number of teachers to be so hired will be determined by the T.B.C.C., taking into consideration the available money in the fund.

15.05

- (a) The Board shall provide for teachers not younger than 55 years of age (or younger if eligible for a 70% pension) and with a minimum of ten (10) years service with the Board, a plan to retire earlier than the mandatory retiring age of 65. The granting to a teacher of a financial incentive for early retirement will be at the discretion of the Board. The purpose(s) of the plan are to: 1) relieve redundancy pressures and/or 2) to help adjust the age distribution of teachers employed in the secondary system. The amount granted to a teacher as a financial incentive for early retirement will be according to the following:
 - (i) For a teacher who is eligible at or before age 60 for a 70% pension
 - \$10,000 if retirement is taken in the first year of eligibility
 - \$5,000 if retirement is taken in the second year of eligibility
 - (ii) For a teacher who is not eligible for a 70% pension at or before age 60
 - \$10,000 if retirement is taken at or before age 60
 - \$5,000 if retirement is taken at age 61
- (b) Any monies payable under Subsection 15.05 (a) shall be recognized as a retiring allowance paid in respect of loss of office or employment.

- (c) The basic condition of the plan in its entirety shall be that the cost of the plan will be totally offset by the savings that may result from retaining teachers or hiring teachers with lower salaries.
- (d) If mutually acceptable to the Board and District 1, and in order to preserve the retirement incentive plan, monies may be provided to that plan from funds derived in Subsections 15.04 (a) and (b).
- (e) Notwithstanding the above, early retirement incentives will be granted only when the number of surplus teachers as of the last Board meeting in March is projected to be in excess of 18 full-time equivalents. Such number will be determined by deducting from the total number of active full-time equivalent contract teachers as of March 20 in each year the number of full-time equivalents required for the following September based on the projected enrolment and P.T.R., plus those employed outside the P.T.R. increased by 18, plus the number of teachers who have submitted their letter of resignation or retirement to be effective on or after June 30 without an early retirement incentive request, plus the number of teachers who will retire mandatorily and who have not already submitted their letter of retirement. If the number of teachers to be declared surplus is projected to be in excess of 18, the Board will establish a pool of money equal to the number of surplus teachers projected to be over and above the 18 full-time equivalents multiplied by \$10,000. This amount of money will be divided among the teachers who have applied for an early retirement incentive in accordance with (f) and will be communicated to them forthwith. In no case will the amount received by a teacher exceed the amount that a teacher would have been entitled to under Subsection 15.05 (a).
- (f) Teachers applying for an early retirement incentive must submit their request no later than January 31 in each year.
- (g) Teachers, upon receiving information on the amount of early retirement incentive generated under (e), will notify the Board within two (2) weeks of receiving that information of their decision to retire.

15.06 Four Year Over Five Plan

(a) Description

- (i) The Four Year Over Five Plan has been developed to afford teachers the opportunity of taking a one (1) academic year leave of absence with pay by spreading four (4) years' salary payments over a continuous five (5) year period.

- (ii) The leave of absence is designed to be taken in the fifth year of the plan. Under special circumstances, exceptions may be granted by the Board in conjunction with District 1, thus allowing a teacher to take the leave in an academic year earlier than the fifth year.
- (iii) A teacher wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- (iv) A teacher wishing to take a leave earlier than the fifth year must also sign a contract supplied by District 1 and the appropriate insurance rider before the request will be granted by District 1.

(b) Qualifications

Any teacher having three (3) years seniority with the Board is eligible to participate in the plan.

(c) Application

- (i) A teacher must make written application to the Superintendent of Schools on or before January 31 requesting permission to participate in the plan.
- (ii) Written acceptance, or denial, of a teacher's request, with explanation, will be forwarded to the teacher by April 1 in the school year the original request is made.
- (iii) Approval of individual requests to participate in the plan shall rest solely with the Board.

(d) Salary Prior to the Year of Leave

- (i) During the years of the plan prior to taking the leave, a teacher will be paid 80% of his/her proper grid salary and applicable allowances including COLA. The remaining 20% of annual salary and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.
- (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.

(iii) A teacher will be provided with an annual statement of his/her leave plan account each September; however, a teacher does not have access to or a right to the funds in the leave plan account until the year of leave or withdrawal from the leave plan.

(e) Fringe Benefits During Participation in the Plan

(i) The Board will pay 100% of its share of the teacher's employee benefit costs in the non-leave years of the plan.

(ii) Teachers will pay 100% of the employee benefit costs during the year of leave.

(iii) Employee benefits will be maintained by the Board during the leave of absence; however, such benefits shall be paid by the teacher by payroll deduction during the year of the leave.

(f) Leaves Taken in the Fifth Year of Participation

When the leave is taken in the fifth year of participation, the amount received by a teacher during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under the Income Tax Act, accumulated interest received in the year of leave is not classified as interest for income tax purposes but as income from employment.

(g) Leaves Taken Earlier Than the Fifth Year of Participation

(i) A teacher may request that his/her year of leave be in an academic year other than the fifth year of participation in the plan. Such a request must be made to the Superintendent of Schools by January 31 of the school year prior to the year in which the leave is requested.

(ii) Acceptance or denial of such a request will be made by the Board and District 1. Written acceptance or denial of a teacher's request, with explanation, will be forwarded to a teacher by April 1 in the school year this request is made.

(iii) When the leave is taken in a year other than the fifth year of participation, the amount received by a teacher during the year of leave will be 80% of his/her proper grid salary and applicable allowances including cost of living allowance. This amount will be charged to a teacher's leave plan account. When the previously deducted 20% of salary and earned interest is fully utilized, the leave plan account moves into a salary advanced status and

interest will be charged on the outstanding balance at the end of each month at the Board's prime borrowing rate.

- (iv) The rate of interest to be charged monthly will be determined annually on August 31 for the forthcoming school year. The rate of interest will be equal to the simple average of the prime borrowing rate charged to the Board by its bank on the first day of each month for the preceding twelve (12) months. The interest will be recovered through payroll deductions.
- (v) It is the responsibility of District 1 to see that any money paid out by the Board in advance is recovered.
- (vi) The monies owed as a result of the salary advance and accumulated interest shall be repaid over the remaining period of a teacher's participation in the plan at the rate of interest set out in Subsection 15.06 (g) (iv).
- (vii) In any year of repayment, the monies deducted towards repayment of the principal amount of the salary advance will be treated as a salary offset deductible from the regular grid salary and thus not be subject to income tax in that year. In any year of repayment, the monies deducted towards payment of interest may not, under Canadian tax law, be treated as a salary offset.
- (h)
 - (i) On return from leave, a teacher will be assigned to his/her same position (including position of responsibility), or if due to declining or changing enrolment patterns said position no longer exists, such teacher will be governed by the appropriate terms of this Agreement.
 - (ii) A teacher participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
 - (iii) Sick leave credits will not accumulate during the year spent on leave.
 - (iv) Superannuation deductions are to be continued as provided by the Teachers' Superannuation Act. Thus the percentage rate stipulated in the Act will be deducted from the salary paid to a teacher during the leave of absence. (Upon returning to full duties, a teacher has, in accordance with the Act, the option of contributing the difference between the amount of superannuation deducted during the leave and the amount that would have been deducted had the teacher remained on staff and drawn full salary.)

- (v) Should a teacher die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the teacher's beneficiary as indicated on the group life certificate.
- (vi) No one will be granted leave under this plan who has been on sabbatical leave and has not fulfilled all of the requirements of his/her previous leave.
- (vii) A teacher declared redundant while in the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days of withdrawal from the plan.
- (viii) A teacher may withdraw from the plan any day prior to taking his/her leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the teacher within sixty (60) days of notification of his/her desire to leave the plan.
- (i) (i) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave to a maximum of one (1) year. In this instance, a teacher may choose to remain in the plan or he/she may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
- (ii) The teacher may, at his/her discretion, defer the year of his/her leave for one (1) year. The Board will be notified in writing prior to April 1 of the year in which the leave was to occur.
- (iii) Should deferral pursuant to Subsection 15.06 (i) (i) or (ii) result in a leave of absence being taken past the fifth year of the plan, a teacher will receive full salary, allowances and benefits during the fifth year of his/her participation in the plan and any monies accumulated in the teacher's leave plan account by the end of the fourth year will continue to accumulate interest until the leave is taken. The amount received by the teacher during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest.
- (j) No variations to the plan as outlined above will be entertained by the Board.

15.07 The Board and the Teachers agree to administer jointly Sections 15.04, 15.05 and 15.06.

ARTICLE XVI - TRANSFERS

16.01 The Board reserves the right to transfer teachers subject to the following:

- (a) When the transfer of a teacher from one school to another is necessary, the Board will make every reasonable attempt to consult with and to obtain the consent of the teacher concerned before making the transfer. Consultation shall mean discussion with the Superintendent of Secondary Schools or designate at which time a rationale for transfer will be provided to the teacher. Failing mutual consent, the teacher(s) affected may appeal to the Superintendent of Schools. The teacher(s) may be accompanied by representatives of District 1 Executive.
- (b) If the teacher is not satisfied with the decision of the Superintendent of Schools, an appeal may be made to the Board, in private session, whose decision shall be final and binding. The teacher shall have the right to make representations to the Board when the appeal is heard and may be accompanied by representatives of District 1 Executive.

16.02 (a) An application by a District 1 member for a transfer to another school shall be submitted to the Superintendent of Schools not later than January 31 for a transfer to take effect the following September 1.

- (b) Such application shall specify to which school or schools the District 1 member desires to transfer.
- (c) Applications for transfers will be considered by the Superintendent of Schools prior to and during the staffing process.
- (d) If a District 1 member requesting a transfer cannot be placed in accordance with Subsection 16.02 (c), the application for transfer will be deemed to have been withdrawn.
- (e) Notwithstanding Subsection 16.02 (c), no member will be given a transfer if that transfer would result in a teacher, who otherwise would have a position, becoming redundant.

16.03 Prior to and during the staffing process teacher transfers or one year exchange requests and extra curricular transfers shall be considered and may be effected for the following school year.

ARTICLE XVII - EMPLOYEE BENEFITS

17.01 Cumulative Sick Leave Credit System

- (a) A teacher transferring from another system shall begin his or her service with the Board with the cumulative sick leave credit to which he or she is entitled in accordance with The Education Act.
- (b) Sick leave credits shall accumulate from year to year to a maximum of 250 days except as noted in Subsection 17.01 (d).
- (c) Subject to the limitations in Subsection 17.01 (b) above, a teacher shall receive sick leave credits for each year of service with the Board equal to the twenty (20) days' statutory sick leave minus the number of days lost during the year on account of illness.
- (d)
 - (i) In the period September 1, 1970 to June 30, 1972 inclusive, and after a teacher has accumulated sick leave credit of 200 days, he/she may accumulate additional days in the amount of 25% of the unused portion in any school year.
 - (ii) In the period September 1, 1972 to June 30, 1981 inclusive, and after a teacher has accumulated sick leave credit of 200 days, he/she may accumulate additional days in the amount of 50% of the unused portion in any school year.
 - (iii) Effective September 1981, and after a teacher has accumulated sick leave credits of 250 days, he/she may accumulate additional days in the amount of 50% of the unused portion in any school year.
- (e) A deduction shall be made in cumulative sick leave credits amounting to the number of days which a teacher is absent through illness and for which that teacher is paid, in any year, which is in excess of twenty (20).
- (f) All years of service with the Board and its predecessor Board(s), except during leave of absence and sabbatical leave, will be included when calculating the cumulative sick leave credit of a teacher.
- (g) A teacher on sick leave shall be required to apply for Long Term Disability benefits and shall not be allowed to use sick leave credits after 80 school days in respect of the same illness if he/she is approved for L.T.D. benefits. If a teacher who is a member of the L.T.D. plan is denied L.T.D. benefits but is unable to return to teaching, he/she may use sick leave credits beyond 80 school days until he/she has

completed the school year in which he/she reaches age 65 or attains 35 years accredited service in the Ontario Teachers' Pension Plan, which ever occurs first. For purposes of this Article, a school day shall mean a day that is within a school year and is not a school holiday.

17.02 Retirement Allowance at Time of Superannuation or Death

- (a) In case of superannuation or death while in the employ of the Board, the Board shall pay an allowance to a maximum of 50% of the teacher's salary as follows:
- (i) in the case of superannuation, payment shall be made to the teacher provided that the teacher has at least ten (10) years' service with the Board or its predecessor board(s);
 - (ii) in the case of death, payment shall be made to his/her beneficiary.

- (b) The amount of retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times \frac{C}{2}$$

A - Cumulative sick leave at superannuation or death.

B - Years of service with the Board or its predecessor(s).

C - Annual salary at superannuation or death except for teachers on an indefinite leave of absence as provided for in Subsection 17.02 (d). (For full-time teachers who in the last five (5) years of service choose to be employed on a fractional timetable basis, the retirement allowance shall be based on the annualized rate of salary. Effective September 1, 1988 and for the purposes of calculating the retirement gratuity, the annual salary shall not exceed the salary of a teacher when he/she is eligible for a 70% pension (35 years).)

- (c) An employee at retirement has the option of receiving payment of the retirement gratuity in the year of retirement or split between the year of retirement and the following calendar year.
- (d) The retirement gratuity of teachers on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board. For teachers on an indefinite leave of absence prior to September 1, 1987, the retirement gratuity will be based on the salary in effect on September 1, 1987.

17.03 Hospital and Medical Insurance Plans

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above Ontario Health and/or Workers' Compensation.
- (b) The Board will pay the full premium cost of:
 - (i) an extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family;
 - (ii) a generic prescription plan for employees and their dependents whereby local pharmacists receive a flat amount of \$2.00 per prescription. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs.

17.04 Group Life Insurance Plan

- (a) The Board will pay the full premium cost of a group life insurance plan which provides \$95,000 straight term coverage for all active teaching staff.
- (b) Optional group life insurance will be offered to the teachers at their expense. The maximum optional group life insurance will be \$100,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier.
- (c) In the event of a teacher becoming totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement whichever comes earlier.
- (d) Optional dependents life insurance will be offered to the teachers at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

17.05

Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services:

exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontic services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).

The dental plan shall provide for a nine (9) month recall visit.

- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% coinsurance. The teachers will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for Subsections (a) and (b) above will be \$1,800.

- (c) The Board will pay 100% of the premium cost for orthodontics (50% coinsurance to a lifetime maximum of \$1,800).

17.06

Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$150.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses or any combination thereof. The full benefit of \$150.00 is available at two year intervals to commence from the date of most recent purchase made under the vision care plan.

17.07

While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave in accordance with Subsection 17.01 (g) and 20.04, the Board will continue to pay the portion of the premiums of the benefits outlined in Sections 17.03, 17.04, 17.05 and 17.06.

17.08

Within sixty (60) days of the signing of this Agreement, or as soon thereafter as possible, District 1 will be provided with copies of all insurance policies

negotiated between the Board and carrier related to employee benefits provided for in Article XVII.

- 17.09 The Board will establish a separate group benefit plan for employees who retire prior to age 65 and until attaining the age of 65. Such group plan will be subject to the benefit carrier. The premiums determined by the carrier for this group will be fully paid by the retired teachers.
- 17.10 It shall be a condition of employment for all teachers who have not reached 35 years of accredited service to maintain membership in the L.T.D. plan administered by the Association of Secondary Teachers of Windsor. The teachers will pay the full premium of the L.T.D. plan. Notwithstanding the above, teachers may withdraw from the L.T.D. plan 80 school days prior to their confirmed retirement date or date of completing 35 years of accredited service.
- 17.11 The spouse of a deceased teacher may retain membership in the group benefit plans to which the teacher belonged at the time of death. The spouse may retain such membership until such time as he/she attains the age of 65 years and shall pay the full premium cost to maintain such participation under the group contracts.
- 17.12 The benefits provided in Sections 17.03 to 17.06 shall be in accordance with those stipulated in the respective insurance policies.
- 17.13 If a teacher is absent from work for more than a full school year because of illness, accident or injury, he/she shall continue to accumulate seniority during that absence but shall not accumulate credit for service, experience or sick leave. Such a teacher will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the teacher proves satisfactorily to the Board that he/she is able to return to work or until the teacher is superannuated.

ARTICLE XVIII - PREGNANCY/ADOPTION/PARENTAL LEAVE

- 18.01 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- (b) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (c) (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually

agreed to by the teacher and the Superintendent of Schools. The return date will be determined prior to the commencement of the leave.

- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the Superintendent of Schools upon a request by a teacher, such leave to terminate on a date mutually agreed by the teacher and the Superintendent of Schools but not to exceed beyond the end of the school year.
- (d) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (c) (i) or (ii) above.
- (e) A teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.
- (f) The Board shall provide for teachers on pregnancy/adoption/parental leave a supplementary unemployment benefits plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to 60% of the teacher's salary.
- (g) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Subsection 9.02 (a).
- (h) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave.
- (i) The pregnancy/adoption/parental leave applied shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.

ARTICLE XIX - MISCELLANEOUS LEAVES

- 19.01 (a) Compassionate leave shall be granted by the appropriate superintendent without loss of salary and without deduction of sick

leave credits up to three (3) days for the purpose of compassionate leave at the time of death of a member of the teacher's or spouse's immediate family, which includes mother, father, sister, brother, wife, husband, son, daughter, grandparent; additional days may be granted by the appropriate superintendent when required for travelling.

- (b) Compassionate leave of up to one (1) full day shall be granted to attend the funeral of a close friend or relative; additional time may be granted by the appropriate superintendent when required for travelling.

19.02 A teacher's salary shall be paid without deduction from sick leave credits when the teacher is absent from duty for any of the following reasons:

- (a) quarantine or other order of medical health authorities;
- (b) jury duty or duty as a witness in any court to which he/she has been summoned by subpoena in any proceedings to which he/she is not a party or one of the persons charged provided that the teacher pay to the Board any fees, exclusive of travelling allowances and living expenses received as a juror or witness.

19.03 Miscellaneous leave, up to the maximum of seven (7) days in any one school year other than that limited to three (3) days in Section 19.04, may be granted by the appropriate superintendent without loss of salary and without loss of deduction of sick leave credits for the purpose of:

- (a) writing university or similar examinations;
- (b) attending the teacher's own graduation;
- (c) (i) attending a course or seminar/workshop recommended or sponsored by the Board or the Ministry of Education as approved by the appropriate superintendent;
- (ii) a teacher who is allowed a leave without loss of salary to complete the program for an Ontario Teacher's Certificate in technical subjects shall give a commitment in writing to the Board that he/she shall teach for the next five (5) years with this Board subject to the provisions on seniority and redundancy. Should the teacher resign from the Board prior to completion of this commitment, he/she shall reimburse the Board for salary received during this leave in an amount proportional to the years of teaching not completed.

- (d) attending as president, elected official, commissioned officer or delegate at meetings, conventions, or other conferences of O.E.A., C.E.A., or other recognized educational organizations.
- (e) attending the armed forces if attendance thereat is mandatory and the teacher does not receive any money therefrom other than travelling allowances and living expenses;
- (f) attending the graduation of a husband, wife, son, daughter or parent;
- (g) parental leave for adoption;
- (h) paternal leave for the birth of a child. The duration of the leave may vary depending on the circumstances surrounding the birth;
- (i) caring for a member of the teacher's immediate family in case of serious illness when the teacher has been unable to obtain other proper care for such member.

19.04 Miscellaneous leave up to a maximum of three (3) days in any one school year may be granted by the appropriate superintendent to a teacher without loss of salary but with the teacher assuming the cost of the occasional teacher regardless of whether or not an occasional teacher is called to replace the teacher. Such leaves shall be granted for the purpose of:

- (a) attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year;
- (b) attending a university course required for admission to an Ontario College of Education;
- (c) attending the armed forces if attendance thereat is mandatory to complete courses related to a position in the armed forces;
- (d) attending meetings, conventions or other conferences of a political party;
- (e) personal leave with prior recommendation by the principal;
- (f) attending trustee or other relevant conventions when the teacher is a trustee in another municipality or is a member of municipal council or local board thereof.

19.05 Leave may also be granted or extended under this Article to accommodate special circumstances for reasons approved by the appropriate superintendent.

19.06 Leave of Absence for Federation Duties

- (a) The Branch Affiliate, District 1, may have at its discretion the number of full-time equivalent teachers relieved from teaching duties as is approved by the membership. District 1 will reimburse the Board for salary, allowances and benefit costs that are applicable to the lowest paid contract teacher.
- (b) Notwithstanding (a), effective September 1, 1990 a full-time equivalent district officer will be granted a leave of absence to conduct Federation duties without loss of salary, allowances or benefits. The equivalent of one full-time equivalent teacher will be deducted from the staff generated by Subsection 10.01 (d).

ARTICLE XX - WORKERS' COMPENSATION

- 20.01 (a) It is agreed that when a teacher is injured during the performance of his/her duties and is unable to perform such duties and receives approval for a temporary disability payment under Workers' Compensation, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction from the teacher's sick leave credits will be made at the rate of .25 days for each day of absence.
- (b) Teachers who receive payment under Subsection 20.01 (a) will receive the Board's contribution to benefits.
- 20.02 (a) It is agreed that when a teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.
- (b) Teachers who receive payments under Subsection 20.02 (a) and who are drawing sick leave in accordance with Subsection 20.02 (a) will be entitled to the Board's contribution to benefits.
- 20.03 It is understood and agreed that Subsections 20.01 (a) and 20.02 (a) will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the teacher will receive the Workers' Compensation award.

- 20.04 A teacher on Workers' Compensation will be required to apply for L.T.D. benefits and will not be allowed to draw on sick leave credits if he/she is eligible for L.T.D. benefits.

ARTICLE XXI - GRIEVANCE PROCEDURE

- 21.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 21.02 Teacher(s) who has (have) a complaint relating to the interpretation, application or alleged violation of this Agreement may discuss the complaint with his (their) principal and/or the appropriate superintendent within seven (7) days after the teacher(s) becoming aware of the circumstances giving rise to the complaint. If a teacher or teachers is (are) unable to resolve the complaint within seven (7) days of lodging the complaint, the teacher(s) may lodge a grievance as provided herein.
- 21.03
- (a) A grievance shall be defined as any question, dispute or difference of opinion involving interpretation, application, administration or alleged violation of any term, provision or condition of this Collective Agreement, including the question of whether a matter is arbitrable but does not include a matter that has been referred to a Board of Reference in accordance with the provisions of The Education Act.
 - (b) A grievance may be lodged by a teacher or a group of teachers beginning at Step 1.
 - (c) A policy grievance may be lodged by the Branch Affiliate beginning at Step 1 of the grievance procedure.
 - (d) A grievance may be lodged by the Board, beginning at Step 1 of the grievance procedure, by notifying the President of District 1.
 - (e) The parties recognize that each party may elect to be represented by counsel and/or representative(s) of their respective organization at any stage of the grievance procedure.
 - (f)
 - (i) The parties may by mutual agreement at any stage during the grievance procedure request that the Education Relations Commission appoint a grievance mediator to assist the parties in resolving the grievance.
 - (ii) The time lines outlined in the grievance and arbitration procedures 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 terminated, the time lines in the grievance and arbitration procedures shall continue from the point at which they were frozen.

21.04 STEP ONE (a) - A teacher or a group of teachers desiring to submit a grievance shall commit the grievance to writing to the Superintendent of Personnel and Employee Relations who shall answer the grievance in writing within ten (10) teaching days during which time the grievance will be discussed at a meeting of the Executive Council. The complaint shall constitute a formal grievance at Step 1 and shall be filed in writing within fifteen (15) teaching days after the teacher(s) becoming aware of the circumstances giving rise to the grievance.

(b) - A teacher who has been discharged and decides to submit a grievance shall commit the grievance to writing to the Superintendent of Personnel and Employee Relations who shall answer the grievance in writing within ten (10) teaching days during which time the grievance will be discussed at a meeting of the Executive Council. The complaint shall constitute a formal grievance at Step 1 and shall be filed in writing within twenty-one (21) days after he/she has waived his/her right to a Board of Reference under the Education Act or after twenty-one (21) days have elapsed from the date of discharge and within twenty-one (21) days thereafter.

21.05 STEP TWO (a) - If no settlement is reached at Step 1 of grievances other than those involving discharge, the teacher(s) may refer such matter in writing to a special committee of the Board within ten (10) teaching days of receiving the answer of the Superintendent of Personnel and Employee Relations. The committee shall hear the matter within ten (10) teaching days and shall report its decision to the Board at its next regularly scheduled meeting. The Board shall communicate the decision to the teacher(s) and O.S.S.T.F. District 1 within ten (10) teaching days following the Board meeting.

(b) - If no settlement is reached at Step 1 of grievances involving discharge, the teacher(s) may refer such matter in writing to the Board within ten (10) teaching days of receiving the answer of the Superintendent of Personnel and Employee Relations. The Board shall hear the matter at its next regularly scheduled meeting following receipt of the written request of

the teacher(s) and the teacher(s) may be present in person to present his/her/their appeal. If the grievance is not settled within ten (10) teaching days after such meeting, it may be referred to arbitration as provided in this Article.

21.06 District 1 may initiate a group or policy grievance beginning at Step 1 of the grievance procedure. Written notice of the grievance shall be given to the Superintendent of Personnel and Employee Relations.

Such notice shall be filed within fifteen (15) teaching days after the grievor becomes aware of the circumstances giving rise to the complaint and shall specify the article or articles and sections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon and indicate the relief sought and be signed by District 1.

21.07 Any complaint or grievance which is not commenced or continued to the next stage of the grievance procedure within the time specified as herein provided shall be deemed to have been withdrawn. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Board and the grievor.

ARTICLE XXII - ARBITRATION

22.01 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting a grievance established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other within ten (10) school days after the reply under Step 2.

22.02 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Education Relations Commission upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it.

22.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

22.04 Each of the parties hereto will jointly share the expenses of the arbitrator.

22.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

- 22.06 If a grievance concerns the discipline of a teacher, including disciplinary dismissal, the arbitrator may confirm the decision of the Board or reinstate the teacher with or without full compensation or otherwise modify the penalty.

ARTICLE XXIII - PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE

- 23.01 A teacher may apply for sabbatical leave for any length of time from five (5) school days up to but not exceeding one (1) term. For the purpose of this section, a term shall mean approximately sixty (60) school days.
- 23.02 A teacher, in order to apply for sabbatical leave of one school term duration, must have been in the employ of the Board for six (6) years. No such restriction shall be imposed for leave of less than one school term.
- 23.03 The applicant must undertake a sabbatical program acceptable to the Director of Education and the President of District 1. At the request of a teacher and in lieu of a sabbatical leave, the Director and President of District 1 may approve a program or project of research. Such leaves shall not be granted to upgrade a teacher in a basic classification of the salary schedule or to retrain except as provided in Subsection 11.10 (a) of this Collective Agreement.
- 23.04 A teacher shall give a commitment in writing, in a form approved by the Board, to continue to teach for the Board for a period of one (1) school year after returning from a sabbatical leave of twenty (20) to sixty (60) school days. Should he/she voluntarily leave at an earlier date, the monies advanced, at the discretion of the Board, shall be repaid on a pro rata basis over a period of time not to exceed three (3) years.
- 23.05 The teacher will receive an amount of money during the sabbatical leave equal to 100% of his/her annual salary rate at the time sabbatical leave is taken. For a research program or project, the teacher will receive an amount of money during the leave equal to 100% of his/her salary during the leave.
- 23.06 (a) One and one-half (1 1/2) full-time equivalent from the secondary school panel shall be allowed for sabbatical leaves for any length of time from five (5) school days up to but not exceeding one (1) term.

Applications for such sabbatical leaves must be forwarded to the Superintendent of Schools as early as possible. Such applications shall be approved or denied by mutual agreement of the Superintendent of Schools and the President of District 1 or their nominees. In the event that the Superintendent of Schools and the

President of District 1 or their nominees are unable to agree, the application(s) shall be submitted to the Board for its consideration. Applicants may re-apply without prejudice.

- (b) No teacher shall be granted leaves under this Section that exceed in total one (1) term and twenty (20) school days.
- (c) At the time of granting a sabbatical leave that is shorter than one semester or that occurs near the end of a term in a non-semestered school, the Superintendent of Schools and the President of District 1, in consultation with the principal and teacher, shall determine the timing of the leave. It is understood that the teacher may be placed in the permanent supply pool before and/or after the sabbatical leave until the beginning of the next semester or term in a non-semestered school.

23.07 The taking of a sabbatical leave shall not alter the number of days credit in the cumulative sick leave plan.

23.08 (a) Under circumstances approved by the Director and President of District 1, sabbatical leave may be granted in advance of the year to which it is allocated. The number of leaves actually granted for the year of allocation shall be accordingly reduced.

(b) If, for any reason, a teacher granted a sabbatical leave is unable to take such leave, a replacement leave or the equivalent of replacement leaves will be granted to a teacher or teachers during the same school year or the following school year provided that the conditions of this Article are met.

(c) Any short-term sabbatical leave time remaining in any year after allocation according to Subsection 23.06 **(a)** shall be converted into dollars at the daily rate of maximum Category IV and added to the professional development fund outlined in Section 23.12.

23.09 The teacher shall receive the annual salary increment to which he/she is entitled during the sabbatical leave.

23.10 The teacher, on return, shall submit to the Board and District 1 a written report on his/her sabbatical leave.

23.11 The Board will provide appropriate replacements for teachers going on sabbatical leave and professional development leave.

23.12 A professional development fund will be established and funded by the Board and jointly administered by the parties. The following conditions will apply to the professional development fund:

- (a) The total amount contributed by the Board will be equal to half the salary at maximum Category IV.
- (b)
 - (i) The amount contributed in Subsection 23.12 (a) above is in addition to what the Board provides under the present professional development fund.
 - (ii) In addition to the \$2,000 P.D. fund for Adult Day School teachers which is transferred to this fund.
 - (iii) The Board agrees to add to the P.D. fund in the 1994-1995 school year an amount equal to \$25,000.
- (c) Funds not used in a given year will carry on to the following years.
- (d) The professional development fund will be available to all teachers including Adult Day School teachers and will be utilized for leaves of not more than five (5) consecutive days' duration.

ARTICLE XXIV - SCHOOL YEAR

- 24.01
- (a) For the purposes of the deduction of a day's pay from a teacher's salary, the calculation shall be made on the basis of two-hundred and ten (210) days.
 - (b) For the purpose of payment of a day's pay for an occasional teacher being paid on a daily rate, the calculation shall be made on the basis of two-hundred and ten (210) days.
 - (c) For all other purposes, the number of school days in the school year shall be as prescribed by the Regulations under The Education Act.
 - (d) The number of school days in the school year shall be as prescribed by the Regulations under The Education Act. The number of school days shall consist of the number of instructional days prescribed by the Regulations under The Education Act plus professional activity days. Professional activity days which are to be utilized for teacher-parent interviews shall be conducted in accordance with Board Policy. The allocation of dates and times for teacher-parent interviews shall be submitted by the School Year Committee in each school to the Board for its consideration.

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ARTICLE XXV - GENERAL

25.01 The Board and District 1 shall establish a committee to be known as the Joint Relations Committee (J.R.C.), composed of three (3) representatives of the Board and three (3) representatives of the Executive of District 1. The J.R.C. shall meet at least once monthly for the purpose of considering any matter that is of concern to either party. The J.R.C. does not in any way form part of the grievance or arbitration procedures set forth in this Agreement and no matter which is the subject matter of a grievance which has been initiated under Article XXI or arbitration initiated under Article XXII shall in any event be the subject of discussion at a meeting of the J.R.C.

If there are any problems with an item discussed at a J.R.C. meeting, the parties may agree to invite Trustees to participate in the discussions.

An agenda will be submitted by each party 48 hours prior to the scheduled meeting and only those items on the agenda will be discussed, unless otherwise agreed to by the parties.

25.02 It is agreed by the parties hereto that this Agreement is collateral to the individual standard teacher's contract and forms part thereof.

25.03 This Agreement shall not have the effect of removing from any teacher during the period of this Agreement an allowance which he/she was properly receiving as a result of his/her employment with the Board or its predecessors as part of his/her salary. Allowances for positions of responsibility, Item 2 (b) 1971-72 Agreement, an additional allowance of \$200 will be paid to all teachers in Category 7 (Group IV) who were on staff in September 1970 and who had sixteen (16) years or more experience as of September 1, 1970, or expense allowances for such things as extra-curricular activities or special duties such as those including travel are specifically excluded from this clause.

25.04 (a) No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without negotiating them and submitting such changes to ratification by the parties.

(b) Should a teacher or the District believe that any policy or directive by the Board alters adversely the working conditions or remuneration of the teacher, then a grievance may be submitted and processed by District 1, including presentation to the full Board. It is, however, understood that such grievance cannot be taken to arbitration or a third party for disposition and the Board's decision shall be final and binding.

(c) Should the Board make any alterations in its policies that affect the salaries or working conditions of a member or members of District 1, the

Board shall inform the District 1 President of its intent to make such changes. Within one (1) week of being so informed, the District 1 President shall inform the Secretary of the Board of his/her desire to address the Board on the proposed alterations at the next regularly scheduled meeting, stating whether his/her address will be in public or in camera, and provided that such notice is given in accordance with the Board's policy regarding presentations. Such alterations may not be made without informing the District 1 President and allowing him/her or his/her designate to address the Board at the next regularly scheduled meeting.

- (d) Notwithstanding the above, all matters contained in this Agreement are arbitrable in accordance with the terms of this Collective Agreement.

ARTICLE XXVI - DURATION

- 26.01 This Agreement shall come into force and be in effect from the 1st day of September, 1996, and shall remain in effect until and including the 31st day of August 1997 and shall, subject to the School Boards and Teachers Collective Negotiations Act, continue thereafter until a new Agreement has been effected.
- 26.02 Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Trustees of the Board on behalf of the Board and the membership of District 1 on behalf of the teachers.

Dated at WINDSOR, ONTARIO the _____ day of _____, 1997.

FOR THE BOARD OF EDUCATION
FOR THE CITY OF WINDSOR

FOR THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
DISTRICT 1 - WINDSOR:

Chairperson of the Board

President, O.S.S.T.F. District 1

Chairperson of the Economic
Policy Committee

Chief Negotiator

Director and Secretary of the Board

Negotiator

Treasurer

Negotiator

Chief Negotiator

Negotiator

Negotiator

Negotiator

**MEMORANDUM OF SETTLEMENT
BETWEEN
THE BOARD OF EDUCATION FOR THE CITY OF WINDSOR
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT ONE**

The Board of Education for the City of Windsor and the Ontario Secondary School Teachers' Federation District One, agree to the following:

TIMELINES FOR NEGOTIATIONS

If the parties are unable to reach a settlement by May 4th, 1997, an impasse will be declared by both parties and a joint request will be made to the Education Relations Commission for the appointment of a fact finder.

STAFFING

For the second semester of the 1996-1997 school year, the number of F. T. E. teachers will be 380.5.

Dated in Windsor, this _____ day of _____, 1997.

For the Board

For O.S.S.T.F. District 1

ADDENDUM TO THE COLLECTIVE AGREEMENT

between

THE BOARD OF EDUCATION FOR THE CITY OF WINDSOR
(hereinafter called "THE BOARD")

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(hereinafter called "THE TEACHERS")

COVERING TEACHERS TEACHING CREDIT COURSES TO
CONTINUING EDUCATION STUDENTS IN THE
ADULT DAY SCHOOL PROGRAM, SUMMER SCHOOL
CREDIT AND UPGRADING COURSES, NIGHT SCHOOL CREDIT
COURSES AND HOME STUDY PROGRAMS

EFFECTIVE PERIOD: SEPTEMBER 1, 1996 TO AUGUST 31, 1997



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PART A

ARTICLE I - DEFINITION AND PURPOSE

- 1.01 For the purposes of this Agreement, the Board recognizes District 1, Ontario Secondary School Teachers' Federation as representing the secondary teachers employed by the Board to teach credit courses to continuing education students in the Adult Day School Program, summer school credit and upgrading courses, night school credit courses and home study programs. Excluded are all persons in an administrative capacity such as supervisory officers and all teachers employed in summer school, night school and driver education programs who teach a fractional timetable in the regular day school and are given teaching assignments in the summer school, night school and driver education programs according to the provisions of Section 11.10 of the Collective Agreement between The Board of Education for the City of Windsor and District 1, O.S.S.T.F. covering the regular secondary school teachers. Also excluded are all teachers teaching in the Forster Special Business Program.
- 1.02 It is the intent and purpose of this Agreement hereinafter referred to as "The Agreement" to establish salaries, allowances and benefits, to provide for certain working conditions and to provide machinery for the prompt and equitable disposition of grievances.
- 1.03 In this Agreement:
- (a) "The Board" means The Board of Education for the City of Windsor within the meaning of the School Boards and Teachers Collective Negotiations Act.
 - (b) "District 1" means branch affiliate within the meaning of the School Boards and Teachers Collective Negotiations Act.
 - (c) "O.S.S.T.F." means Ontario Secondary School Teachers' Federation.
 - (d) "Adult Day School Program" in this Agreement means that part of the Adult Day School where courses are taught for credit purposes.
 - (e) "Major subject area qualifications" and "minor subject area qualifications" shall be defined as in the Collective Agreement between The Board of Education for the City of Windsor and District 1, O.S.S.T.F. covering the regular secondary school teachers.

- (f) "Qualified" means qualified to teach in the subject area determined in accordance with the professional qualifications recorded in the teacher's personal history file maintained at the Board Office. The Board shall continue to recognize major or minor qualifications acquired as a result of deeming. Teachers may be deemed by the Superintendent of Schools due to past teaching situations, other experience and academic qualifications. In addition, teachers in the Adult Day School Program covered by this Agreement shall have three (3) years from the 15th day of December 1988 to acquire major qualifications if they are teaching outside of their currently qualified area. Exceptions may be considered for extending the period if reason is given which is satisfactory to the Principal of Continuing Education.
- (g) "Salary" means remuneration paid for services as a teacher as described in Section 1.01. It does not include a perquisite in relation to employment, does not include payment related to accumulated sick leave and does not include payment related to retirement or severance from employment, whether or not remuneration, payment or perquisite is a term or condition of employment in education.
- (h) "Probationary teacher" means a probationary teacher as defined in The Education Act and regulations.
- (i) "Vice-Principal" means a vice-principal appointed for the Adult and Continuing Education Program and to assist the Principal of Continuing Education.

ARTICLE II - RECOGNITION

- 2.01 The Board recognizes the Negotiating Committee of District 1 as the official committee authorized to represent the teachers of District 1 as defined in the School Boards and Teachers Collective Negotiations Act and to negotiate on their behalf, and District 1 recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.
- 2.02 The Board recognizes the right of District 1 and District 1 recognizes the right of the Board to obtain assistance within the meaning of the School Boards and Teachers Collective Negotiations Act.

ARTICLE III - MANAGEMENT RIGHTS

- 3.01 The teachers recognize that the Board has the right, duty and responsibility to provide, operate and manage its secondary schools in the City of

Windsor. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its teachers as granted and preserved in this Agreement.

- 3.02 The teachers recognize that the Board has the right to determine the nature, scope and size of the programs that it decides to offer.
- 3.03 The teachers further recognize the right and duty of the Board to discipline, demote, suspend and discharge teachers provided that a claim by a permanent seniority teacher that he/she has been disciplined, demoted, suspended or discharged without just cause may be the subject of a grievance and dealt with as provided in Articles VIII and IX.

ARTICLE IV - IMPLEMENTATION

- 4.01 Any person performing duties in Continuing Education for which a teaching certificate is required, including but not limited to teaching credit courses to continuing education students in the Adult Day School Program, summer school credit and upgrading courses, night school credit courses and home study programs shall be hired on a standard form of contract prescribed by the regulations under The Education Act for Continuing Education and shall be a member of District 1, O.S.S.T.F. employed in accordance with the terms and conditions of this Agreement.
- 4.02 Notwithstanding anything herein to the contrary, teachers shall not be required to replace other teachers for scheduled duties except in an emergency. An emergency shall mean "unforeseeable circumstances occurring during regular school hours."
- 4.03 Any dispute between the Board and its occasional teachers which may result in the disruption of services provided by the occasional teachers shall not be considered as a violation of this Collective Agreement. Teachers shall not be required to take the place of occasional teachers should such a dispute arise.
- 4.04 The Board agrees to provide District 1 with the schedule listing teachers covered by this Agreement complete with address, professional qualifications, category and current salary level as soon as possible in the school year but before October 31 and as soon as possible in the calendar year. At the time of hiring of any teacher during the term of this Agreement, the Board shall provide the foregoing information to District 1. In the event of any subsequent changes in any teacher's status including without restriction resignation and termination, the Board shall immediately notify District 1 of such change.

- 4.05 District 1 will provide the Board with a copy of the motion(s) passed at a general meeting of District 1 authorizing the Board to deduct from the payroll of all members of District 1, such amounts as are authorized, and the Board will forward such deductions to District 1.
District 1 agrees to indemnify and save harmless the Board from any and all of the consequences of making and paying deductions to the District in accordance with this article.
- 4.06 In the event that the final decision of a court determines that the Board is not legally obliged by statute or regulation to deduct Federation fees from teachers who are members of O.S.S.T.F., the Board agrees to continue to deduct, on the regular pay day, the membership and monthly dues assigned by the Federation, if the Board may lawfully do so, and pay such fees to the Provincial Treasurer of O.S.S.T.F. In such event, O.S.S.T.F. agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deduction and payment. O.S.S.T.F. agrees to execute such directions as may be necessary to authorize such deduction.

ARTICLE V - WORKERS' COMPENSATION

- 5.01 (a) It is agreed that when a teacher is injured during the performance of his/her duties and is unable to perform such duties and receives approval for a temporary disability payment under Workers' Compensation, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction from the teacher's sick leave credits will be made at the rate of .25 days for each day of absence.
- (b) Teachers who receive payment under Subsection 5.01 (a) will receive the Board's contribution to benefits.
- 5.02 (a) It is agreed that when a teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.
- (b) Teachers who receive payments under Subsection 5.02 (a) who are drawing sick leave in accordance with Subsection 5.02 (a) will be entitled to the Board's contribution to benefits.

- 5.03 It is understood and agreed that Sections 5.01 (a) and 5.02 will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the teacher will receive the Workers' Compensation award.
- 5.04 A teacher on Workers' Compensation will be required to apply for L.T.D. benefits and will not be allowed to draw on sick leave credits if he/she is eligible for L.T.D. benefits.

ARTICLE VI - GRIEVANCE PROCEDURE

- 6.01 The purpose of this article is to establish a procedure for the settlement of grievances.
- 6.02 Teacher(s) who has (have) a complaint relating to the interpretation, application or alleged violation of this Agreement may discuss the complaint with the Principal of Continuing Education within seven (7) days after the teacher(s) becoming aware of the circumstances giving rise to the complaint. If a teacher or teachers is (are) unable to resolve the complaint within seven (7) days of lodging the complaint, the teacher(s) may lodge a grievance as provided herein.
- 6.03
- (a) A grievance shall be defined as any question, dispute or difference of opinion involving interpretation, application, administration or alleged violation of any term, provision or condition of this Collective Agreement, including the question of whether a matter is arbitrable but does not include a matter that has been referred to a Board of Reference in accordance with the provisions of The Education Act.
 - (b) A grievance may be lodged by a teacher or a group of teachers beginning at Step 1.
 - (c) A policy grievance may be lodged by the Branch Affiliate beginning at Step 1 of the grievance procedure.
 - (d) A grievance may be lodged by the Board, beginning at Step 1 of the grievance procedure, by notifying the President of District 1.
 - (e) The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organization at any stage of the grievance procedure.
 - (f) (i) The parties may by mutual agreement at any stage during the grievance procedure request that the Education Relations

Commission appoint a grievance mediator to assist the parties in resolving the grievance.

- (ii) The time lines outlined in the grievance and arbitration procedures 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 terminated, the time lines in the grievance and arbitration procedures shall continue from the point at which they were frozen.

6.04 STEP ONE (a) - A teacher or a group of teachers desiring to submit a grievance shall commit the grievance to writing to the Superintendent of Personnel and Employee Relations who shall answer the grievance in writing within ten (10) teaching days during which time the grievance will be discussed at a meeting of the Executive Council. The complaint shall constitute a formal grievance at Step 1 and shall be filed in writing within fifteen (15) teaching days after the teacher(s) becoming aware of the circumstances giving rise to the grievance.

(b) - A teacher who has been discharged and decides to submit a grievance shall commit the grievance to writing to the Superintendent of Personnel and Employee Relations who shall answer the grievance in writing within ten (10) teaching days during which time the grievance will be discussed at a meeting of the Executive Council. The complaint shall constitute a formal grievance at Step 1 and shall be filed in writing within twenty-one (21) days after he/she has waived his/her right to a Board of Reference under The Education Act or after twenty-one (21) days have elapsed from the date of discharge and within twenty-one (21) days thereafter.

6.05 STEP TWO (a) - If no settlement is reached at Step 1 of grievances other than those involving discharge the teacher(s) may refer such matter in writing to a special committee of the Board within ten (10) teaching days of receiving the answer of the Superintendent of Personnel and Employee Relations. The committee shall hear the matter within ten (10) teaching days and shall report its decision to the Board at its next regularly scheduled meeting. The Board shall communicate the decision to the teacher(s) and O.S.S.T.F. District 1 within ten (10) teaching days following the Board meeting.

(b) - If no settlement is reached at Step 1 of grievances involving discharge, the teacher(s) may refer such matter in writing to the Board within ten (10) teaching days of receiving the answer of the Superintendent of Personnel and Employee Relations. The Board shall hear the matter at its next regularly scheduled meeting following receipt of the written request of the teacher(s) and the teacher(s) may be present in person to present his/her/their appeal. If the grievance is not settled within ten (10) teaching days after such meeting, it may be referred to arbitration as provided in this Article.

- 6.06 District 1 may initiate a group or policy grievance beginning at Step 1 of the grievance procedure. Written notice of the grievance shall be given to the Superintendent of Personnel and Employee Relations. Such notice shall be filed within fifteen (15) teaching days after the grievor becomes aware of the circumstances giving rise to the complaint and shall specify the article or articles and sections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon and indicate the relief sought and be signed by District 1.
- 6.07 Any complaint or grievance which is not commenced or continued to the next stage of the grievance procedure within the time specified as herein provided shall be deemed to have been withdrawn. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Board and the grievor.

ARTICLE VII - ARBITRATION

- 7.01 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting a grievance established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other within ten (10) school days after the reply under Step 2.
- 7.02 The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Education Relations Commission upon the request of either party. The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it.
- 7.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 7.04 Each of the parties hereto will jointly share the expenses of the arbitrator.
- 7.05 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 7.06 If a grievance concerns the discipline of a teacher, including disciplinary dismissal, the arbitrator may confirm the decision of the Board or reinstate the teacher with or without full compensation or otherwise modify the penalty.

ARTICLE VIII - GENERAL

- 8.01 Any matter which is of concern to either party to this Agreement may be the subject of discussion at a meeting of the Joint Relations Committee established under the terms of the Collective Agreement between The Board of Education for the City of Windsor and District 1, O.S.S.T.F. covering the regular secondary school teachers.
- 8.02 It is agreed by the parties hereto that this Agreement is collateral to the individual standard teacher's contract appropriate for continuing education teachers and forms part thereof.
- 8.03
- (a) No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without negotiating them and submitting such changes to ratification by the parties.
 - (b) Should a teacher or the District 1 President believe that any policy or directive by the Board alters adversely the working conditions or remuneration of the teacher, then a grievance may be submitted and processed by District 1, including presentation to the full Board. It is, however, understood that such grievance cannot be taken to arbitration or a third party for disposition and the Board's decision shall be final and binding.
 - (c) Should the Board make any alterations in its policies that affect the salaries or working conditions of a member or members of District 1, the Board shall inform the District 1 President of its intent to make such changes. Within one (1) week of being so informed, the District 1 President shall inform the Secretary of the Board of his/her desire to address the Board on the proposed alterations at the next regularly scheduled meeting, stating whether his/her address will be in public or in camera, and provided that such notice is given in accordance with the Board's policy regarding presentations. Such alterations may not

be made without informing the District 1 President and allowing him/her or his/her designate to address the Board at the next regularly scheduled meeting.

- (d) Notwithstanding the above, all matters contained in this Agreement are arbitrable in accordance with the terms of this Collective Agreement.

ARTICLE IX - DURATION

- 9.01 This Agreement shall come into force and be in effect from the 1st day of September 1996, and shall remain in effect until and including the 31st day of August 1997 and shall, subject to the School Boards and Teachers Collective Negotiations Act, continue thereafter until a new Agreement has been effected.
- 9.02 Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified by the Trustees of the Board on behalf of the Board and the membership of District 1 on behalf of the teachers.

PART B

PART B, CONSISTING OF ARTICLES X THROUGH XXV INCLUSIVE, APPLIES ONLY TO ADULT DAY SCHOOL TEACHERS TEACHING CREDIT COURSES WHO WERE EMPLOYED DURING THE 1995-1996 SCHOOL YEAR.

ARTICLE X - IMPLEMENTATION OF THE ADULT DAY SCHOOL PROGRAM

- 10.01 A part-time teacher shall be paid at the rate of salary per credit for his/her category with the appropriate allowances for teaching, related experience, post graduate degree(s), employee benefits and other allowances as provided for in this Agreement. With the exception of salary per credit, all of these shall be prorated on a semester basis as follows:
- i) a teacher teaching one (1) credit - zero

- ii) a teacher teaching two (2) credits - half
- iii) a teacher teaching three (3) or more credits - full

10.02 When the Program Leader is absent from his/her duties for more than twenty (20) days or immediately if it is known in advance that the Program Leader will be absent for more than twenty (20) days, the Principal of Continuing Education shall designate a teacher to assist with administrative duties. For the time period that administrative duties are being assumed, the designated teacher shall be paid as a Program Leader and shall be provided with the administrative periods of the person whom he/she is replacing.

ARTICLE XI - CATEGORY SYSTEM AND CERTIFICATION

11.01 Category definitions shall be those outlined by the Ontario Secondary School Teachers' Federation Certification booklet which is in effect at the time of the signing of this Agreement.

11.02 In case of a dispute, the ruling of the Ontario Secondary School Teachers' Federation Certification Board shall be final.

11.03 Categorization of newly hired teachers and teachers seeking category improvement shall be recognized only in accordance with the Ontario Secondary School Teachers' Federation Certification booklet which is in effect at the time of the signing of this Agreement.

11.04 (a) Where a teacher has notified the Superintendent of Human Resources in writing by November 1 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

(b) Where a teacher has notified the Superintendent of Human Resources in writing by March 1 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

11.05 Any teacher teaching a full timetable in any area other than his/her major subject area shall receive full salary, allowances, benefits and other

entitlements which apply to his/her major subject area. A full timetable shall be considered to be three (3) or more credits per semester.

- 11.06 Any teacher teaching a full schedule with some of his/her classes in the elementary schools will be considered as a full-time equivalent in the Adult Day School Program and hence will be afforded the same rights, salary, allowances, benefits and entitlements as other full-time members who are subject to this Agreement.

ARTICLE XII - RECOGNIZED TEACHING EXPERIENCE

- 12.01 (a) Previous contract teaching experience in Ontario or its equivalent elsewhere as well as previous occasional teaching experience recognized by this Board prior to March 31, 1985 shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
- (b) In addition to Subsection 12.01 (a), long term occasional teaching experience since April 1, 1985 with this Board shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
- (c) Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.
- (d) Teaching experience shall be calculated on the basis of one (1) month equals .1 year and shall be recorded each September 1. A teacher must be employed for at least one-half (1/2) of the available school days in a given month to gain credit for a full month's teaching experience for that month. It is understood that a month begins with the first day of the assignment. Teaching experience under Subsections 12.01 (a) and (b) shall be cumulative from year to year and shall be calculated as follows:
1. each full year of experience shall count as one (1) year;
 2. any remaining fraction of a year shall be calculated on a semester basis each September as follows:
 - i) less than four (4) complete months in a school year - no credit
 - ii) four (4) complete months and less than eight (8) complete months in a school year - 1/2 year credit

- iii) eight (8) complete months and up to ten (10) complete months in a school year. - 1 year credit

NOTE: Proof of experience shall be furnished as the original of the written statement from the employing Board(s).

- (e) In addition to Subsections 12.01 (a) and (b), previous teaching experience in the Adult Day School Program with The Board of Education for the City of Windsor shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid. Such teaching experience shall be calculated on the basis of one (1) credit equal to one-sixth (1/6) of one year.

Teaching experience under this section shall be cumulative from year to year and shall be calculated as follows:

1. each full year shall count as one (1) year. In any one (1) school year, no teacher shall accumulate experience exceeding one (1) full year.
2. any remaining credits shall be calculated on a semester basis each September as follows:
 - i) one (1) credit - no experience
 - ii) two (2) credits experience - 1/4 year
 - iii) three (3) or more credits experience - 1/2 year

ARTICLE XIII - BASIC SALARY GRID

13.01 (a) Effective September 1, 1996, the following rates shall apply for teachers teaching credit courses to continuing education students in the Adult Day School Program:

- (i) for a teacher who has taught less than four (4) credits or the equivalent in upgrading courses

<u>Base rate</u>	\$28.99
<u>Vacation pay</u>	1.16
<u>Statutory holidays</u>	.87
	\$31.02 per hour

(ii) after a teacher has taught four (4) credits or the equivalent in upgrading courses

<u>Base rate</u>	<u>\$31.30</u>
<u>Vacation pay</u>	<u>1.25</u>
<u>Statutory holidays</u>	<u>.94</u>
	<hr/>
	<u>\$33.49 per hour</u>

(b) Notwithstanding 13.01 (a) teachers who were employed in the Adult Day School credit program during the school year 1995-1996 and who are given a timetable in accordance with Articles XVII, XVIII and XIX will be paid based on the following salary arid:

<u>STEPS</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
<u>0</u>	<u>3.292</u>	<u>3.433</u>	<u>3.753</u>	<u>3.926</u>
<u>1</u>	<u>3.477</u>	<u>3.626</u>	<u>3.969</u>	<u>4.158</u>
<u>2</u>	<u>3.670</u>	<u>3.830</u>	<u>4.197</u>	<u>4.403</u>
<u>3</u>	<u>3.874</u>	<u>4.048</u>	<u>4.440</u>	<u>4.664</u>
<u>4</u>	<u>4.089</u>	<u>4.275</u>	<u>4.695</u>	<u>4.938</u>
<u>5</u>	<u>4.317</u>	<u>4.516</u>	<u>4.965</u>	<u>5.230</u>
<u>6</u>	<u>4.556</u>	<u>4.771</u>	<u>5.251</u>	<u>5.538</u>
<u>7</u>	<u>4.809</u>	<u>5.041</u>	<u>5.554</u>	<u>5.864</u>
<u>8</u>	<u>5.076</u>	<u>5.323</u>	<u>5.874</u>	<u>6.211</u>
<u>9</u>	<u>5.795</u>	<u>5.958</u>	<u>6.635</u>	<u>6.936</u>

(c) The salary paid to a principal as defined in Section 17.01 (c) will be in accordance with Sub-Section 6.02 (a).

(d) The salary paid to a vice-principal as defined in Subsection 1.03 (i) will be in accordance with Subsection 6.02 (b) of the Collective Agreement covering regular secondary school teachers.

13.02 The Board shall appoint a teacher to be called Adult Day School Program Leader. This teacher will have no teaching duties and will be paid the equivalent of eight (8) credits per school year under Section 13.01 (b) of this Collective Agreement.

13.03 Non-Teaching Experience

(a) (i) War service for teachers hired after September 1, 1972 shall be allowed if deemed eligible by the Teachers' Superannuation Commission. The amount of annual increase will be according to

the schedule in effect at the time and will be for each year of service.

- (ii) Business or industrial experience shall be paid at the rate of three-hundred dollars (\$300.00) per year.
- (iii) A teacher who holds a Vocational-Commercial Certification (Commercial Subjects Skills specified) and subsequently receives a Canadian degree or its equivalent and has been awarded intermediate and senior certification shall be entitled to an allowance not exceeding five (5) years for the business experience which was a requirement for entrance to the course leading to Vocational-Commercial Certification.
- (iv) Other experience desirable for the subject taught including indirectly related business or industrial experience will be considered on its merits at the rate of two-hundred dollars (\$200.00) per year to a maximum of one-thousand dollars (\$1,000.00).

NOTE: Proof of experience shall be furnished as the original of the written statement of the employing firm(s). For the purpose of allowance, the work experience must be full-time work, must be the primary occupation of the person concerned, and must not be work engaged in during vacation periods. Years of experience which were used to secure entrance to a college of education or to upgrade a teacher's classification may not be used to calculate the experience allowance. Notwithstanding the above, no teacher will receive less than that which he/she received prior to acquiring his/her Ontario Teacher's Certificate.

- (b) Part year of industrial or business experience shall be calculated as the fraction of a year as indicated in Subsection 13.03 (a) (ii) multiplied by three-hundred dollars (\$300.00) per year.
- (c) Total payments under parts (ii), (iii) and (iv) of Subsection 13.03 (a) above shall not exceed three-thousand dollars (\$3,000.00) per year.
- (d) The total of all allowances in Section 13.03 of this Agreement shall not be paid above the maximum salary indicated in Section 13.01.

13.04 It is the responsibility of the teacher to furnish proof of experience directly to the Personnel Division of the Board and a copy to the Principal of

Continuing Education within three (3) calendar months of the date of commencement of employment unless further extended by mutual agreement.

- 13.05 Claims for allowances for experience of any type shall not be entertained after November 30 of the year of hiring unless the claims for allowances for experience of any type were indicated in the application of the teacher and/or the Acceptance of Position form completed at the time of hiring.
- 13.06 (a) Teachers with day-time assignments in more than one location shall receive mileage compensation in accordance with Board Policy for the distance travelled between Board locations.
- (b) Teachers of the out-of-school component of Cooperative Education shall receive mileage compensation in accordance with Board Policy for distances travelled in the performance of their duties as Cooperative Education teachers.

ARTICLE XIV - POST GRADUATE DEGREES AND ADDITIONAL EDUCATIONAL ALLOWANCES

- 14.01 In addition to all other allowances, each teacher shall be paid an allowance for post graduate degrees as any one of the following:
- (a) A holder of an approved Master's degree except as excluded hereunder, following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive \$850.00 per annum.
- (b) The holder of an approved Ph.D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive \$1,600.00 per annum inclusive of the allowance for an approved Master's degree.
- (c) A holder of an approved Master's degree or a Master of Education degree, following a Canadian degree or its equivalent, where not more than one-third of the courses are being used for other certificates or purposes above the level of an undergraduate degree will receive \$425.00 per annum.
- 14.02 In addition to all other allowances, each teacher shall be paid allowances for additional courses as follows:
- (a) Staff members holding an approved Bachelor's degree, who have passed successfully five Departmental courses for which no previous

allowance in the salary schedule has been given may receive \$325.00 per annum. Departmental courses taken to secure basic certification may not be used for this purpose.

- (b) A teacher holding Technological Studies or Honours Technological Studies Specialist Certification or its equivalent and does not require the complete degree for placement in Group 4 by the O.S.S.T.F. Certification Board will be granted an allowance of \$325.00 per annum.

14.03 Statements from the O.S.S.T.F. Certification Board as to the courses used for double purposes will be accepted by the Board and District 1.

ARTICLE XV - PROGRAM LEADER

15.01 The Board shall appoint a Program Leader for the Adult Day School Program.

15.02 The position shall be filled by a qualified teacher from the Adult Day School Program at the time the posting occurs. In the event that no such qualified teacher applies, the Board reserves the right to fill the position by any other means.

ARTICLE XVI - SENIORITY

16.01 By January 31, 1990 and by January 31 each year thereafter, the Board shall prepare, publish and post on a current basis a seniority list, identified as Seniority List B, for teachers teaching credit courses to continuing education students in the Adult Day School Program. Seniority List B will be determined in accordance with the provisions of this article and shall be used for the purposes of declaring surplus and redundant teachers only. The seniority list will also record the subject areas that a teacher is qualified to teach.

16.02 (a) (i) Seniority for teachers teaching credit courses to continuing education students in the Adult Day School Program shall be calculated from the commencement of employment as a teacher in the Adult Day School Program after the date of last hiring from which continuous employment has been maintained. For the purposes of this article, "continuous" means at least one credit, or equivalent, taught in the Adult Day School Program each school year. A break of up to two (2) years is considered as no interruption of employment. A teacher on a paid or unpaid leave of absence is deemed to continue to accumulate seniority during that leave of absence.

- (ii) Teachers who were on the seniority list in the 1995-1996 school year and who accepted positions in the elementary and secondary panels will continue to be on the adult day school seniority list.
- (b) The seniority list shall be posted on the bulletin board in Adult Day School and shall be open for revision for thirty (30) calendar days after posting. After thirty (30) calendar days, the seniority list with the revisions, if any, shall be accepted as final and complete. The revision in the number of years of seniority shall be confined to those accumulated in the previous year except for teachers hired during the previous school year.
- (c) Notwithstanding Subsection 16.02 (a), no deduction shall be made from the seniority as determined in accordance with Subsection 16.02 (a) for a teacher:
 - (i) who was redundant and waiting to be recalled according to Article XVIII of the Collective Agreement;
 - (ii) who was employed and was laid off due to declining enrolment and was subsequently rehired within the next school year. Such teacher shall have fractions of a year count as a full year for the purpose of accumulating seniority.

16.03 Where teachers have equal seniority in accordance with Section 16.02, the order of seniority shall be determined by the following criteria taken in order as follows:

- (a) total number of teaching years with The Windsor Board;
- (b) O.S.S.T.F. Certifications (the highest being Group IV with seal, Group IV, then Group III with seal, etc.);
- (c) total number of statutory O.S.S.T.F. years in Ontario;
- (d) total number of years teaching in elementary and secondary schools anywhere;
- (e) by chance.

16.04

The seniority rights of a teacher teaching credit courses to continuing education students in the Adult Day School Program shall cease for any one of the following reasons:

- (a) a teacher resigns;
- (b) a teacher retires;
- (c) a teacher is discharged and such discharge is not reversed through grievance or procedures of the Education Act;
- (d) a teacher is not recalled in accordance with Article XIX;
- (e) a recalled teacher refuses a teaching assignment of not less than two (2) credits, unless a reason is given which is satisfactory to the Principal of Continuing Education;
- (f) a teacher refuses a timetable agreed to in June for the following semester unless a reason is given which is satisfactory to the Principal of Continuing Education.
- (g) a teacher refuses a placement in accordance with Article XIX.

16.05

Notwithstanding anything herein to the contrary, a teacher's seniority may be the subject of the grievance procedure.

ARTICLE XVII - STAFFING

17.01

The Principal of Continuing Education will meet with the Program Leader and three (3) members elected by staff for the purpose of reviewing enrolment, arranging classes and assigning teachers. If the Committee is unable to come to a consensus, the Supt. of Staffing and Development will make the final decision.

17.02

The teachers recognize the Board's intent to offer a viable Adult Day School program. The guidelines for arranging classes will be based on each class beginning with approximately forty (40) students with the intent that the overall average class size will be approximately thirty (30).

17.03

The criteria to be employed by the staffing committee in deciding on staffing assignments will be as follows:

- (a) the program requirements in the Adult Day School Program will be the determining factor in deciding on the teachers to be retained;
- (b) teachers will be assigned in accordance with their major subject area(s) qualifications;
- (c) teachers will be assigned full-time or fractional timetables in accordance with requests made and approved under Section 20.02;
- (d) should there be more teachers eligible to teach in a subject area(s) than the program requires, the teacher(s) in that subject area(s) with the lowest seniority on Seniority List B will be declared surplus;
- (e) if no assignment can be made in a teacher's major subject area, assignment will be made in the teacher's minor subject area in accordance with seniority.

17.04

- (a) Final determination for staffing assignments within the Adult Day School Program shall not be made until the staffing assignments have been posted in the school(s) and teachers have been given two (2) school days to lodge an appeal.
- (b) Any member affected by the decision of the staffing committee may appeal to the Principal of Continuing Education. In making a decision, the Principal of Continuing Education may consult with the President of District 1, O.S.S.T.F.
- (c) If a teacher is not satisfied with the decision of the Principal of Continuing Education, the disagreement shall be submitted to the Board and the Board shall make a final determination.
- (d) Staffing assignments made in accordance with this article shall not be subject to the grievance and arbitration procedures of this Agreement.

17.05

- (a) A teacher whose timetable is affected by the cancellation of a class during the first week of classes in a semester has the right to displace the teacher with the least seniority who teaches the same subject.
- (b) Teachers who are displaced in accordance with Subsection 17.05 (a) or who are affected by the cancellation of a class after the first week of classes in a semester will be given preference in filling teaching assignments in the following semester or in the night school credit program and in the credit and upgrading parts of the following summer school program at the rates applicable to these programs.
- (c) The benefits of a teacher affected by the cancellation of a class will not be changed during that semester provided that teacher indicates in

writing that he/she will accept a teaching assignment in the following semester in the night school credit program or in the credit and upgrading parts of the following summer school program.

- 17.06 (a) The Board agrees that when hiring for the regular secondary schools, at least 50% of those hired will be adult day school teachers, on the 1995-1996 seniority list, subject to qualifications in the areas for which hiring is taking place. A teacher must have qualifications in intermediate and senior divisions. In hiring to fulfill the requirements above, consideration will be given to seniority, range of subject areas that a teacher is qualified to teach and the needs of the system.
- (b) The Board further agrees that when hiring for the elementary panel, consideration will be given to adult day school teachers who were on the seniority list as of 1995-1996 and who possess qualifications to teach in the elementary panel.

ARTICLE XVIII - PLACEMENT OF SURPLUS TEACHERS

- 18.01 When there are teachers declared surplus in accordance with Article XVII, assignment will be made in a teacher's minor subject area(s) in accordance with seniority, if unassigned classes are available.
- 18.02 A teacher placed in his/her minor subject area(s) will be given first priority when unassigned classes become available in that teacher's major subject area(s).
- 18.03 The President of District 1 or his/her designate will be informed of any placement of surplus teachers and will be allowed to comment before any placement occurs.
- 18.04 (a) After fulfilling the terms and conditions of Section 11.10 in the Collective Agreement between The Board of Education for the City of Windsor and District 1, O.S.S.T.F. covering the regular secondary school teachers, the Board agrees to give preference in filling teaching assignments in the credit and/or upgrading parts of the summer school, night school and/or driver education programs to teachers for whom only a fractional timetable can be found or whose timetable is less than that taught in the previous school year in the Adult Day School Program. It is understood that these teachers are not given rights to bump teachers in these programs once classes have begun. The teachers assigned to teach in the credit and/or upgrading parts of the summer school, night school and/or driver education programs shall complete the assignment regardless of whether the teachers are given

a full-time assignment unless suitable replacements are found to the satisfaction of the Principal of Continuing Education.

- (b) A teacher who is given teaching assignments in areas for which he/she is qualified in accordance with Subsection 18.04 (a) shall be paid in accordance with the rates applicable to the night school credit program and the summer school credit program.
- (c) In turn, District 1 and its member teachers in the Adult Day School Program covered by this Agreement agree to refrain from any direct or indirect action that may restrict, curtail or adversely affect the operation of any part of the summer school, night school and driver education programs.

ARTICLE XIX - REDUNDANT TEACHERS

- 19.01 Where there are more teachers in the Adult Day School Program than will be required, teachers not required or placed according to the provisions of Article XVIII will be declared redundant.
- 19.02 A redundant teacher shall have the right of recall in order of seniority, subject to the teacher being qualified to teach in the subject area in which unassigned classes occur. Recall rights shall be applicable to part-time as well as full-time timetables and shall extend for five (5) years from declaration of redundancy at the date when the teacher became redundant. Such right of recall shall extend a further five (5) years upon mutual agreement of the teacher and the Board. Such teacher's seniority shall continue to accumulate in accordance with the provisions of Article XVI.
- 19.03
 - (a) A redundant teacher shall be given preference for filling assignments in the evening credit program and summer school program in subject areas for which the teacher is qualified and at the rate that is applicable to these programs.
 - (b) The names of all redundant teachers will be added to the secondary occasional teacher list.

ARTICLE XX - LEAVES OF ABSENCE

- 20.01
 - (a) Leave of absence without pay for a period of up to one year may be granted by the Board on the recommendation of the Principal of Continuing Education to a teacher at the time the application is made. Such recommendation will be made by the Principal of Continuing Education provided the system is not adversely affected.

- (b) A teacher shall apply in writing to the Principal of Continuing Education for a leave of absence without pay not later than October 15 for a leave of absence beginning the second (2nd) semester and not later than April 10 for a leave beginning the first (1st) semester unless other mutually acceptable dates are arranged.
- (c) A leave of absence granted by the Board may be extended for further periods provided the teacher's request for such an extension complies with the appropriate deadlines of Subsection 20.01 (b).
- (d) If a teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision and not later than May 31 for the first (1st) semester and not later than November 30 for the second (2nd) semester.
- (e) The teacher shall, at his/her expense, maintain his/her employee benefits. The responsibility for making these arrangements rests with the teacher.

20.02

- (a) Applications by full-time teachers to teach fractional timetables may be granted by the Principal of Continuing Education provided there are qualified teachers in the system available to teach the remainder of the full timetables. Employee benefits will be paid in accordance with Section 10.01. The Board agrees that applications made under this section can be recognized as part of a position-sharing program.
- (b) The seniority of those teachers who are on a fractional timetable will be calculated as if they were working full-time.
- (c) Written applications of full-time teachers requesting fractional timetables must be submitted no later than October 15 for the second (2nd) semester and no later than March 1 for the first (1st) semester.
- (d) Teachers requesting to return to full timetable teaching must apply in writing to the Principal of Continuing Education no later than March 1 to be effective in the following school year. Such teachers will be treated as full-time teachers and the provisions of Articles XVII and XVIII will apply in the same fashion as they do to other full-time teachers.

ARTICLE XXI - EMPLOYEE BENEFITS

21.01 Cumulative Sick Leave Credit System

- (a) A teacher transferring from another system shall begin his/her service with the Board with the cumulative sick leave credit to which he/she is entitled in accordance with the Education Act.

- (b) Sick leave credits shall accumulate from year to year to a maximum of 250 full-time equivalent days.
- (c) Effective September 1, 1988 and subject to the limitations of Subsection 21.01 (b), a teacher will be credited with nine (9) days statutory sick leave for each semester of service with the Board in the Adult Day School Program minus the number of days lost during the semester on account of illness.

Notwithstanding Section 21.01, the calculation of sick leave credits will be as follows:

- (i) a teacher teaching one (1) credit per semester will receive one-third ($1/3$) of nine (9) full-time equivalent days;
 - (ii) a teacher teaching two (2) credits per semester will receive two-thirds ($2/3$) of nine (9) full-time equivalent days;
 - (iii) a teacher teaching three (3) or more credits per semester will receive nine (9) full-time equivalent days.
- (d) After a teacher has accumulated sick leave credits of 250 full-time equivalent days, he/she may accumulate additional days in the amount of 50% of the unused portion in any school year.
 - (e) A deduction shall be made in cumulative sick leave credits amounting to the number of days which a teacher is absent through illness and for which that teacher is paid, in any year, which is in excess of eighteen (18).
 - (f) All years of service with the Board and its predecessor Board(s) as teachers in the regular program, except during leave of absence and sabbatical leave, will be included when calculating the cumulative sick leave credit of a teacher.
 - (g) A teacher on sick leave shall be required to apply for Long Term Disability benefits and shall not be allowed to use sick leave credits after 80 school days in respect of the same illness if he/she is approved for L.T.D. benefits. If a teacher who is a member of the L.T.D. plan is denied L.T.D. benefits but is unable to return to teaching, he/she may use sick leave credits beyond 80 school days until he/she has completed the school year in which he/she reaches age 65 or attains 35 years accredited service in the Ontario Teachers' Pension Plan, which ever occurs first. For purposes of this Article, a school day shall mean a day that is within a school year and is not a school holiday.

21.02 Hospital and Medical Insurance Plans

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above Ontario Health and/or Workers' Compensation.
- (b) The Board will pay the full premium cost of:
 - (i) an extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family;
 - (ii) a generic prescription plan for employees and their dependents whereby local pharmacists receive a flat amount of \$2.00 per prescription. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs.

21.03 Group Life Insurance Plan

- (a) The Board will pay the full premium cost of a group life insurance plan which provides \$95,000 straight term coverage for all active teaching staff.
- (b) Optional group life insurance will be offered to the teachers at their expense. The maximum optional group life insurance will be \$100,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier.
- (c) In the event of a teacher being totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement, whichever comes earlier.
- (d) Optional dependents life insurance will be offered to the teachers at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

21.04

Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services:

Exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontic services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).

The dental plan shall provide for a nine (9) month recall visit.

- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% co-insurance. The teachers will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for (a) and (b) above will be \$1,800.

- (c) The Board will pay 100% of the premium cost for orthodontics (50% co-insurance to a lifetime maximum of \$1,800).

21.05

Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$150.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses or any combination thereof. The full benefit of \$150.00 is available at two (2) year intervals to commence from the date of most recent purchase made under the vision care plan.

21.06

- (a) The Board will pay, for each semester, the portion of the benefits outlined in Sections 21.02, 21.03, 21.04 and 21.05 as follows:
 - (i) for teachers teaching three (3) or more credits in a semester - 100%
 - (ii) for teachers teaching two (2) credits in a semester - 50%
 - (iii) for teachers teaching one (1) credit in a semester - 0%

- (b) While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave, the Board will continue to pay the premiums of the benefits outlined in Sections 21.02 to 21.05 in accordance with Subsection 21.06 (a) above.
- (c) The Board will continue to pay the portion of the benefits outlined in Sections 21.02 to 21.05 during the summer months based on the portion paid during the second (2nd) semester.
- 21.07 Within sixty (60) days of the signing of this Agreement or as soon thereafter as possible, District 1 will be provided with copies of all insurance policies negotiated between the Board and carrier related to employee benefits provided for in Article XXI.
- 21.08 The Board will establish a separate group benefit plan for employees who retire prior to age 65 and until attaining the age of 65. Such group plan will be subject to the benefit carrier. The premiums determined by the carrier for this group will be fully paid by the retired teachers.
- 21.09 It shall be a condition of employment for all teachers who have not reached 35 years of accredited service to maintain membership in the L.T.D. plan administered by the Association of Secondary Teachers of Windsor. The teachers will pay the full premium of the L.T.D. plan. Notwithstanding the above, teachers may withdraw from the L.T.D. plan 80 school days prior to their confirmed retirement date or date of completing 35 years of accredited service.
- 21.10 The spouse of a deceased teacher may retain membership in the group benefit plans to which the teacher belonged at the time of death. The spouse may retain such membership until such time as he/she attains the age of 65 years and shall pay the full premium cost to maintain such participation under the group contracts.
- 21.11 The benefits provided in Sections 21.02 to 21.05 shall be in accordance with those stipulated in the respective insurance policies.
- 21.12 If a teacher is absent from work for more than a full school year because of illness, accident or injury, he/she shall continue to accumulate seniority during that absence but shall not accumulate credit for service, experience or sick leave. Such a teacher will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the teacher proves satisfactorily to the Board that he/she is able to return to work or until the teacher is superannuated.

ARTICLE XXII - PREGNANCY/ADOPTION/PARENTAL LEAVE

- 22.01 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- (b) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (c) (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the teacher and the Superintendent of Schools. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the Superintendent of Schools upon a request by a teacher, such leave to terminate on a date mutually agreed by the teacher and the Superintendent of Schools but not to exceed beyond the end of the school year.
- (d) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (c) (i) or (ii) above.
- (e) A teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.
- (f) The Board shall provide for teachers on pregnancy/adoption/ parental leave a supplementary unemployment benefits plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to 60% of the teacher's salary.
- (g) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Subsection 16.01 (a).

- (h) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave.
- (i) The pregnancy/adoption/parental leave applied shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.

ARTICLE XXIII - MISCELLANEOUS LEAVES

- 23.01 (a) Compassionate leave shall be granted by the Superintendent of Human Resources without loss of salary and without deduction of sick leave credits up to three (3) days for the purpose of compassionate leave at the time of death of a member of the teacher's or spouse's immediate family which includes mother, father, sister, brother, wife, husband, son, daughter, grandparent. Additional days may be granted by the Superintendent of Human Resources when required for travelling.
- (b) Compassionate leave of up to one full day shall be granted to attend the funeral of a close friend or relative. Additional time may be granted by the Superintendent of Human Resources when required for travelling.
- 23.02 A teacher's salary shall be paid without deduction from sick leave credits when the teacher is absent from duty for any of the following reasons:
- (a) quarantine or other order of medical health authorities;
 - (b) jury duty or duty as a witness in any court to which he/she has been summoned by subpoena in any proceedings to which he/she is not a party or one of the persons charged provided that the teacher pay to the Board any fees, exclusive of travelling allowances and living expenses received as a juror or witness.
- 23.03 Miscellaneous leave up to the maximum of five (5) days in any one school year may be granted by the Superintendent of Human Resources without loss of salary and without loss of deduction of sick leave credits for the purpose of:
- (a) writing university or similar examinations;
 - (b) attending the teacher's own graduation;

- (c) (i) attending a course or seminar/workshop recommended or sponsored by the Board or the Ministry of Education as approved by the Principal of Continuing Education;
- (ii) a teacher who is allowed a leave without loss of salary to complete the program for an Ontario Teacher's Certificate in technical subjects shall give a commitment in writing to the Board that he/she shall teach for the next five (5) years with this Board subject to the provisions on seniority and redundancy. Should the teacher resign from the Board prior to completion of this commitment, he/she shall reimburse the Board for salary received during this leave in an amount proportional to the years of teaching not completed.
- (d) attending as president, elected official, commissioned officer or delegate at meetings, conventions or other conferences of O.E.A., C.E.A. or other recognized educational organizations;
- (e) attending the armed forces if attendance thereat is mandatory and the teacher does not receive any money therefrom other than travelling allowances and living expenses;
- (f) attending the graduation of a husband, wife, son, daughter or parent;
- (g) parental leave for adoption;
- (h) parental leave for the birth of a child. The duration of the leave may vary depending on the circumstances surrounding the birth;
- (i) caring for a member of the teacher's immediate family in case of serious illness when the teacher has been unable to obtain other proper care for such member.

23.04 Leave may also be granted or extended under this article to accommodate special circumstances for reasons approved by the Superintendent of Human Resources.

23.05 Leave of Absence for Federation Duties

The Branch Affiliate, District 1, may have at its discretion the number of full-time equivalent teachers relieved from teaching duties as is approved by the membership. District 1 will reimburse the Board for salary, allowances and benefit costs that are applicable to the lowest paid contract teacher.

ARTICLE XXIV - SCHOOL YEAR

25.01 For the purpose of the deduction of a day's pay from a teacher's salary, the calculation shall be made on the basis of ninety-five (95) days per semester.

PART C

PART C, CONSISTING OF ARTICLE XXVI, APPLIES ONLY TO TEACHERS TEACHING SUMMER SCHOOL CREDIT AND UPGRADING COURSES.

ARTICLE XXVI - SUMMER SCHOOL PROGRAM

26.01 (a) Basic Salary

Effective September 1, 1996 to August 31, 1997, the following rates shall apply:

(i) for a teacher who has taught less than four (4) credits or the equivalent in upgrading courses

Base rate	\$28.99
Vacation pay	1.16
Statutory holidays	.87
	<hr/>
	\$31.02 per hour

(ii) after a teacher has taught four (4) credits or the equivalent in upgrading courses

Base rate	\$31.30
Vacation pay	1.25
Statutory holidays	.94
	<hr/>
	\$33.49 per hour

- (b) Principals and vice-principals shall be paid salaries as follows:

Effective September 1, 1996 to August 31, 1997

	Principal	Vice-principal
Base rate	\$7,884.79	\$4,974.37
Vacation pay	315.39	198.98
Statutory holidays	236.54	149.23
	<hr/>	<hr/>
	\$8,436.72	\$5,322.58

- (c) A prorated cost of living payment will be made to teachers in (a) and (b) above in accordance with Section 6.04 of the Collective Agreement covering regular secondary school teachers applied to the September 1, 1996 to August 31, 1997 salaries.

26.02 Positions of Responsibility

- (a) A vacancy to a position of responsibility in the summer program shall be posted for a period of at least ten (10) school days.
- (b) The Board shall appoint a principal for the summer school program.
- (c) The Board shall appoint a number of vice-principals for the summer school program, such number to be determined by the Board.
- (d) Positions of responsibility in the summer school program shall be filled by qualified teachers.

26.03 Staffing

- (a) Teachers shall be given the opportunity to **apply** to teach summer school.
- (b) The program requirements will be the determining factor in deciding the teachers to be retained.
- (c) Teachers will be assigned in accordance with their major subject area qualifications.
- (d) Teachers will be assigned in accordance with the following, in order:

- (i) the provisions of Section 11.10 of the Collective Agreement between The Board of Education for the City of Windsor and District 1, O.S.S.T.F. covering the regular secondary school teachers;
- (ii) the provisions of Section 18.04 of this Collective Agreement;
- (iii) the provisions of Subsection 17.05 (b) of this Collective Agreement; and
- (iv) preference will be given to teachers who have taught previously in the summer school program.

PART D

PART D. CONSISTING OF ARTICLE XXVII, APPLIES ONLY TO TEACHERS TEACHING NIGHT SCHOOL CREDIT COURSES.

ARTICLE XXVII - NIGHT SCHOOL PROGRAM

27.01 (a) Basic Salary

Effective September 1, 1996 to August 31, 1997, the following rates shall apply:

- (i) for a teacher who has taught less than four (4) credits

Base rate	\$28.99
Vacation pay	1.16
Statutory holidays	.87
	<hr style="width: 50px; margin: 0 auto;"/>
	\$31.02 per hour

- (ii) after a teacher has taught four (4) credits

Base rate	\$31.30
Vacation pay	1.25
Statutory holidays	.94
	<hr style="width: 50px; margin: 0 auto;"/>
	\$33.49 per hour

- (b) Night school supervisors shall be paid the following allowance over and above their basic salary:

Effective September 1, 1996 \$279.17

- (c) A prorated cost of living payment will be made to teachers in (a) and (b) above in accordance with Section 6.04 of the Collective Agreement covering regular secondary school teachers applied to the September 1, 1996 to August 31, 1997 salaries.

27.02 Positions of Responsibility

- (a) A vacancy to a position of responsibility in the night school program shall be posted for a period of at least ten (10) school days.
- (b) The Board shall appoint a number of supervisors for the night school program, such number to be determined by the Board.
- (c) Positions of responsibility in the night school program shall be filled by qualified teachers.

27.03 Staffing

- (a) Teachers shall be given the opportunity to apply for positions in the night school program each year.
- (b) The program requirements will be the determining factor in deciding the teachers to be retained.
- (c) Teachers will be assigned in accordance with their major subject area qualifications.
- (d) Teachers will be assigned in accordance with the following, in order:
 - (i) the provisions of Section 11.10 in the Collective Agreement between The Board of Education for the City of Windsor and District 1, O.S.S.T.F. covering the regular secondary school teachers;
 - (ii) the provisions of Section 18.04 of this Collective Agreement;
 - (iii) the provisions of Subsection 17.05 (b) of this Collective Agreement; and
 - (iv) preference will be given to teachers who have taught previously in the night school program.

PART E

PART E. CONSISTING OF ARTICLE XXVIII, APPLIES ONLY TO TEACHERS IN THE HOME STUDY PROGRAM.

ARTICLE XXVIII - HOME STUDY PROGRAM

- 28.01 (a) A teacher shall be paid the following for time spent teaching students in the Home Study Program:

Effective September 1, 1996 to August 31, 1997

Base rate	\$28.99
Vacation pay	1.16
Statutory holidays	.87
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	\$31.02 per hour

- (b) A prorated cost of living payment will be made to teachers in (a) above in accordance with Section 6.04 of the Collective Agreement covering regular secondary school teachers applied to the September 1, 1996 to August 31, 1997 salary.
- 28.02 Home study teacher(s) will report to the Superintendent of Special Education and Special Services or his/her designate.
- 28.03 Teachers with home study assignments in more than one location shall receive mileage compensation in accordance with Board Policy for distances travelled in the performance of their duties.