

SOURCE	Board
EFF.	930801
TERM.	960831
No. OF EMPLOYEES	281
NOMBRE D'EMPLOYÉS	df

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THE VICTORIA COUNTY BOARD OF EDUCATION  
 1993 - 1996 AGREEMENT  
 SECONDARY SCHOOL TEACHERS

AGREEMENT

THIS AGREEMENT MADE THIS 10TH DAY OF JUNE, 1994

BETWEEN

THE VICTORIA COUNTY BOARD OF EDUCATION  
 (hereinafter called "the Board") party of the first part

AND

THE BRANCH AFFILIATE COMPOSED OF ALL THE TEACHERS

EMPLOYED BY THE BOARD WHO ARE MEMBERS OF

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
 (hereinafter called "the Branch Affiliate") party of the second part

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## ARTICLE 1 - DEFINITION AND PURPOSE

- 1:01 It is the desire of both parties to specify within this Agreement the entitlement of those members of the Branch Affiliate covered by this Agreement as to **salary**, allowances, monetary benefits, working conditions and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

## ARTICLE 2 - EFFECTIVE PERIOD AND RENEWAL

- 2:01 This Agreement shall be effective from September 1, 1993, and shall continue in full force up to and including August 31, 1996. If neither **Party** wishes to amend this Agreement, the Agreement shall continue in force and shall be renewed from year to **year** with all dates **contained** in the Agreement advancing with each yearly period and expiring on the 31st. day of August until the year, if any, in which notice is given of intent to negotiate.
- 2:02 It is understood and agreed that in the event that a new agreement has not been reached by the date of expiry of the present Agreement that all the terms and provisions of the present Agreement shall continue in force and effect until such time as it is superseded by a new collective agreement or as otherwise provided for in the School Boards and Teachers Collective Negotiations Act, 1975.
- 2:03 This Agreement shall supersede all previous Agreements. Except for error, inadvertence or omissions, it shall form the basis of all salaries and other conditions defined herein. Amendments (deletions or additions) to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement.
- 2:04 Either Party wishing to amend this Agreement shall notify the other Party to this effect, such a notice to be given in writing. The other Party shall acknowledge such notice and meet to consider the proposed amendment within thirty days.

## ARTICLE 3 - RECOGNITION

- 3:01 The Board recognizes the Collective Bargaining Committee officially authorized by the Branch Affiliate as the committee to represent members of the Branch Affiliate and to negotiate on their behalf.
- 3:02 **The** Board also recognizes the right of the Branch Affiliate to authorize the Ontario Secondary School Teachers' Federation or any other agent to represent it and to negotiate on its behalf if the need **arises**.
- 3:03 The Branch Affiliate recognizes the Board Salary Negotiating Committee as the regular and official committee representing the Board and negotiating on its behalf.

3:04 The Branch Affiliate also recognizes the right of the Board to authorize the Ontario Public School Boards' Association or the Ontario School Trustees' Council or any other agent to represent the Board and to negotiate on its behalf if the need arises.

#### ARTICLE 4 - IMPLEMENTATION

##### 4:00 Management Rights

The right to manage and conduct the business of the Board in a fair and reasonable manner in accordance with the statutes and regulations of the Province of Ontario is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this agreement.

It is understood that this right includes but is not limited to the following:

- a) to hire, transfer, promote, demote or lay off because of lack of work.
- b) to discipline or discharge, including disciplinary demotion, for just cause, a teacher on a permanent contract.

Discipline is defined as a suspension or written reprimand placed on a teacher's file.

##### Probationary Teachers

The release or discipline of any teacher employed on a probationary contract shall be at the sole discretion of the Board, subject to the principles of procedural fairness.

- 4:01 (a) No teacher shall be employed at a salary higher than that being paid to a member of the Branch Affiliate having the same or equal qualifications, experience and responsibility.
- (b) A Supervisory Officer who exchanges a position with a member of the Branch Affiliate shall be paid in accordance with Article 25:04 (1).
- 4:02 (a) In the event that the Board creates a new position of responsibility within the secondary schools, and where such position is to be filled by a teacher, the salary for the position **shall** be negotiated between the Board and the Collective Bargaining Committee to a point of mutual agreement before the position is filled.
- (b) In the event that the Board creates a new position of responsibility within the Victoria County Board of Education and where such a position may be filled by a member of the Branch Affiliate, the salary for that position shall be negotiated between the Board and the Collective Bargaining Committee to a point of mutual agreement.

4:03 (a) Positions of Responsibility

- (1) The Board shall advertise internally all vacant or newly created positions of responsibility and send a copy of each posting to the Branch Affiliate President.
- (2) All newly created positions of responsibility, which are approved for the next school year, shall be posted by June 1st.
- (3) No internal applicants shall be interviewed prior to the closing date for applications.
- (4) All internal applicants who are qualified shall receive an interview for the position.
- (5) Teachers being interviewed shall be informed of the time and the place of the interview a minimum of 24 hours prior to their interview.
- (6) It is understood that the Board is under no obligation to appoint any applicant resulting from the posting.
- (7) Within one week of the appointment being made by the Board, every internal applicant shall be offered an oral debriefing.

(b) Vacant Teaching Positions

- (1) The Board shall advertise internally, prior to advertising externally, all vacant teaching positions and send a copy of each posting to the Branch Affiliate President.
- (2) No internal applicants shall be interviewed prior to the closing date for applications.
- (3) All internal applicants who are qualified shall receive an interview for the position.
- (4) Teachers being interviewed shall be informed of the time and place of the interview a minimum of 24 hours prior to their interview.
- (5) It is understood that the Board is under no obligation to appoint any applicant resulting from the posting.

(c) Curriculum Writing Opportunities

The Board shall advertise internally all curriculum writing opportunities.

4:04 -Access to Files

Any member of the Branch Affiliate has the right of access to his/her file. The member has the right to add any information and to request correction or deletion of material.

ARTICLE 5 - BASIC SALARY SCHEDULE5:01 Method of Payment

There will be one payment of 8% on the first teaching day of the year, provided all required information has been supplied to the Board. There will be eighteen (18) payments of 4% on or before the 15th. and 30th. of each month. There will be one payment of 4% on or before the 15th. of June and one payment of 16% on the last working day of June.

5:02 (a) Salary Grid September.1, 1991

<u>YEARS</u> <u>EXP.</u>	<u>CATEGORY</u> <u>1</u>	<u>CATEGORY</u> <u>2</u>	<u>CATEGORY</u> <u>3</u>	<u>CATEGORY</u> <u>4</u>
0	46 \$29,138	48 \$30,405	52 \$32,938	55 \$34,839
1	49 31,038	51 32,305	55 34,839	58 36,739
2	52 32,938	54 34,205	58 36,739	61 38,639
3	55 34,839	57 36,106	61 38,639	64 40,540
4	58 36,739	60 38,006	64 40,540	68 43,073
5	61 38,639	63 39,906	67 42,440	72 45,607
6	64 40,540	66 41,806	71 44,974	76 48,141
7	67 42,440	69 43,707	75 47,507	80 50,674
8	70 44,340	72 45,607	79 50,041	84 53,208
9	73 46,240	75 47,507	83 52,575	88 55,742
10	76 48,141	79 50,041	87 55,108	92 58,276
11	79 50,041	83 52,575	91 57,642	96 60,809
12			95 60,176	100 63,343

5:02 (a) Salary Grid February 1, 1993

0	\$29,638	\$30,905	\$33,438	\$35,339
1	31,538	32,805	35,339	37,239
2	33,438	34,705	37,239	39,139
3	35,339	36,606	39,139	41,040
4	37,239	38,506	41,040	43,573
5	39,139	40,406	42,940	46,107
6	41,040	42,306	45,474	48,641
7	42,940	44,207	48,007	51,174
8	44,840	46,107	50,541	53,708
9	46,740	48,007	53,075	56,242
10	48,641	50,541	55,608	58,776
11	50,541	53,075	58,142	61,309
12			60,676	63,843

- (b) Subject to subsections (2) to (5) of Section 231 of the Education Act, a teacher employed for less than the full school year shall be paid his/her *salary* in the proportion that the total number of school days for which he/she performs his/her duties bears to the total number of school days in the school year.

5:03 The "number of years of teaching experience" shall include all elementary, secondary or equivalent teaching experience. Where a teacher has experience other than complete years, one tenth of the next year's increment shall be included in his/her basic *salary* for each 20 consecutive days of teaching. A teacher coming on **staff** in January will not receive an allowance for the months, September through December, for experience in that school year.

#### ARTICLE 6 - ADMINISTRATIVE ALLOWANCES

##### 6:01 Principals:

Sept. 1/91	\$82,640	\$83,165	\$83,690	\$84,215	\$84,740
Feb. 1/93	\$83,140	\$83,665	\$84,190	\$84,715	\$85,240

##### Vice-Principals:

Sept. 1/91	\$72,551	\$73,076	\$73,601	\$74,126	\$74,651
Feb. 1/93	\$73,051	\$73,576	\$74,101	\$74,626	\$75,151

6:02 Directors: September 1, 1991 \$4,968

6:03 Major Head: September 1, 1991 \$4,311

The Head of a Department teaching a minimum of

- a) 20 periods or their equivalent per two day cycle in a non-semestered school (4-76 minute periods per day)
- or
- b) 10 **periods** or their equivalent per one day cycle in a semestered school (4-76 minute periods per day)

6:04 Minor Head: September 1, 1991 \$2,719

The Head of a Department of teachers teaching a minimum of

- a) 10 periods or their equivalent per two day cycle in a non-semestered school (4-76 minute periods per day)
- or
- b) 5 periods or their equivalent per one day cycle in a semestered school (4-76 minute periods per day)

6:05 (a) Assistant Department Head: September 1, 1991 \$2,107

- (1) Where a major department has a minimum of 25 teaching periods per two day cycle in a non-semestered school (4-76 minute periods per day) or a minimum of 12 teaching periods per 1 day cycle in a semestered school the principal and major department head may recommend the appointment **of an** assistant to the department head.

6:05 (a) (2) Where a major department has a minimum of 50 teaching periods per two day cycle in a non semestered school (4-76 minute periods per day), or a minimum **of 25** teaching periods per one day cycle in a semestered school the principal and major department head may recommend the appointment of a second assistant to the department head.

- (3) Only persons qualified to be department heads or those progressing toward such qualifications would be considered.

(b) (1) An assistant head in charge of a department for 20 or more consecutive days shall **be** deemed to be appointed as an acting head and shall be paid as **a** head. The allowance shall be retroactive to the first day on which the responsibilities **of** the department were assumed.

- (2) On the 21st. day another teacher in the department shall be appointed **as** an acting assistant head. He/she shall be paid as an assistant head from the day **of** the appointment.

6:06 THE FOLLOWING PARAGRAPHS APPLY TO ARTICLES 6:03, 6:04, 6:05

Anyone who was receiving responsibility allowances prior to the cycle being defined (1974) shall continue to receive the same allowance unless the department involved falls 20% below the defined number of **periods** at which time a reclassification may occur.

Appointments subsequent to September 1974 must meet the defined numbers of periods per day.

Notwithstanding the above, the Physical Education Departments of each Secondary School will have two positions of responsibility.

Once a position of responsibility **has been** assigned, the department must **maintain** the required number of periods for 2 consecutive years before the incumbent is covered by the 20% leeway factor.

6:07 Subject Chairperson: September 1, 1991 \$1,468

The principal may recommend the appointment of a subject chairperson in a subject **area** where two or more teachers teach and the **need** for such an appointment *can* be justified.

6:08 Music Head: September 1, 1991 \$1,049

The teacher responsible for the music programme in each school shall receive a responsibility allowance.

6:09 Head Librarian: September 1, 1991 \$2,719

The head librarian in each school shall be paid an allowance.

6:10 Guidance Head: September 1, 1991 \$4,311

The head **of** guidance in each of the secondary schools shall be paid as a major Department Head.

6:11 Head of Special Education September 1, 1991 \$4,311

The Head of Special Education in each of the secondary schools shall be paid as a major Department Head.

6:12 Consultant: September 1, 1991 \$4,485

A Consultant is a member of the branch affiliate and functions as the staff resource personnel to teachers across the County.

6:13 Co-ordinator's Salary:

Sept. 1/91	\$75,004	\$75,529	\$76,054	\$76,579
Feb. 1/93	\$75,504	\$76,029	\$76,554	\$77,079

A Co-ordinator is a member of the branch affiliate and is responsible for (a) the co-ordination of a county wide program(s) (b) the supervision of the county wide program(s).

6:14 Head of Co-op Ed.: September 1, 1991 \$1,468

Head of Co-op Education shall receive an allowance.

6:15 Community Education Officer: September 1, 1991 \$4,311

ARTICLE 7 - RELATED EXPERIENCE

7:01 Teachers, including those in administrative positions, but excluding principals and vice-principals, shall receive an allowance for all years of secondary and elementary school experience or the equivalent as per grid and related experience allowance, when qualified, under Article 7:02.

7:02 Teachers of Science, Technology and Trades Subject

Teachers of technical subjects will be allowed \$700 effective September 1, 1991 for each year of trade experience beyond College of Education entrance requirements for their trade, as indicated on the College of Education's Statement of Acceptability, to a maximum of 8 years. Total grid salary plus related experience allowance will not exceed the maximum in the category in which the teacher qualifies.

ARTICLE 8 - CATEGORY SYSTEM

8:01 Teachers on basic Letters of Permission shall be placed in Category 1.

8:02 Basic salaries for all teachers who are not on Letters of Permission are to be established according to the O.S.S.T.F. Certification Plan as established by O.S.S.T.F..

Revisions to the Certification Plan are subject to the following local process.

The Branch Affiliate shall bring to the Liaison Committee the text of any revisions to the charts of the O.S.S.T.F. Certification Plan by April 15 for consideration. The Liaison Committee shall make recommendations to the Board by May 30. Implementation of the revisions will occur the following September upon ratification by the Board.

8:03 Category Change Following Upgrading Courses

When a teacher qualifies for a higher *salary* category he/she shall submit the OSSTF category statement to the Board. Except as noted below, a *salary* adjustment will be made retroactive to the beginning of the month following successful completion of the requirements for the higher category as confirmed by a transcript. Retroactivity shall not extend beyond the current year of employment.

ARTICLE 9 - GRADUATE OR EXTRA DEGREE ALLOWANCE

9:01 A teacher may receive an allowance from one of 9:02, 9:03 or 9:04.

9:02 An allowance of \$270 above category effective September 1, 1991 will be paid for each additional degree (such as B.Ed., B.D., B. Th., B. Paed.) as determined by the Board and provided that the additional degree has not resulted in a change of category and provided that the teacher submits evidence that the degree recognizes achievement over and above the basic requirements for a teacher's certificate.

9:03 An allowance of \$960 above category effective September 1, 1991 will be paid for a **Master's** Degree from an accredited university provided that the additional degree has not resulted in a change of category.

9:04 **An** allowance of \$1,150 above category effective September 1, 1991 will be paid for a Doctorate Degree from an accredited university, provided that the additional degree has not resulted in a change of category.

ARTICLE 10 - PROFESSIONAL DEVELOPMENT PLAN

10:01 The Board will provide \$25,000 for each calendar year 1994, 1995 and 1996; to be used for supporting teachers' attendance at conferences, in updating courses and similar activities of a professional development nature. The fund will be administered by the Branch Professional Development Plan Committees composed of no fewer than 5 branch members, one of whom must be a principal or designate of the principal. Information concerning the guidelines of the committees and application procedures for benefits under the plan, are available from the school committee.

ARTICLE 11 - CUMULATIVE SICK LEAVE PLAN

- 11:01 Participation commences on September 1st. of the school year in which the person was hired. Where employment is less than a full school year, the statutory twenty days shall be pro-rated for sick leave credit.
- 11:02 The unused portion of the statutory sick leave allowance of 20 days shall be accumulated to a maximum of 200 days.
- 11:03 In addition to the statutory twenty days, any portion of this reserve may be used in any one year.
- 11:04 The payment of a sick leave claim shall reduce the reserve of days represented by such payment.
- 11:05 Sick leave claims shall be computed for payment on the basis of current *salary*.
- 11:06 Absences covering a period of up to five days may be certified by the principal. All other absences must be supported by a Doctor's certificate.
- 11:07 **A** teacher who leaves the staff owing to illness during the year shall be eligible to make a claim.
- 11:08 The **Board** shall provide each teacher with a statement of sick leave credits in June for each teacher leaving employment with the Board and in September for those teachers remaining.
- 11:09 Sick leave credits obtained prior to interruption of teaching employment for a leave of absence shall be recognized.
- 11:10 Sick leave credits obtained prior to interruption of teaching employment, except employment by a municipality or local board **as** defined in the Municipal Affairs Act or employment with the Ministry of Education will not be recognized (Educ. Act, **Sec.** 158).

ARTICLE 12 - SPECIAL LEAVE

- 12:01 Leave of absence for other than personal illnesses may be granted without reduction of salary up to 5 days per school year, subject to approval of the Principal. A teacher shall submit a Personal Leave Form each time such leave is used. If the teacher is refused leave by the Principal, the teacher has the right to appeal to the Director of Education. This leave of absence is not cumulative.
- 12:02 (a) The Board shall grant Personal leave for:
1. Attending to the needs of an ill or injured member of the immediate family. (Immediate family refers to son, daughter, spouse or any relative for whom the teacher bears special responsibilities).
  2. Accompanying an immediate family member to a doctor's office or hospital.
  3. Needs directly related to the birth or adoption of a child.
  4. Attending a wedding.
  5. Attending graduation exercises.
  6. Writing an examination from a post-secondary institution, including one half day before the exam.
  7. Moving.
  8. Legal, medical or dental appointments.
  9. Municipal business.
- (b) Absences, arising from 12:02 (a) will be charged against sick leave credits.
- (c) **The Board** may grant Personal Leave with pay for reasons other than those provided for in 12:02 (a), subject to the conditions contained in Article 12:01.
- (d) **The Board** may grant Personal Leave without pay to a maximum of two days per school Year.

ARTICLE 13 - COMPASSIONATE LEAVE

- 13:01 Leave of absence for funerals will be three (3) days for immediate relatives (spouse, parents, siblings, children and spouse's parents), one day for all others.
- 13:02 When there are extenuating circumstances, the leave granted under 13:01 may be extended at the discretion of the Principal.
- 13:03 There will be no charge against cumulative sick leave for any absence under Article 13.

ARTICLE 14 - LEAVE OF ABSENCE PLANS

14:00 A teacher wishing to extend a leave granted under Article 14 must make a written request to the Board, with a copy to the President of the Branch Affiliate, no later than March 15th.

A teacher shall be notified by the Board of the March 15th. requirement upon being granted a leave of absence.

14:01 Pregnancy and Parental Leave

- (a) A teacher shall be entitled to pregnancy leave and parental leave in accordance with the Employment Standards Act, as amended. A copy of the relevant sections of the Act shall be posted at each school and at the Board office.
- (b) While recognizing that the provisions of the said Act regarding notice by the teacher shall prevail, it is expected that teachers shall normally provide the Board with at least three (3) months written notice of the date such a leave is to begin.
- (c) (1) The employee granted pregnancy leave and/or parental leave shall continue to accumulate seniority, sick leave and experience credits for purpose of the *salary* grid, for the duration of the pregnancy leave and/or parental leave, but not during any Extended Leave under 14:01(d).
- (2) For those employees granted pregnancy leave and/or parental leave, the Board shall continue to pay for the duration of such leave(s), the normal premium payable by the Board to maintain those benefits which the employee would receive if he/she were working, unless the employee gives the Board written notice that the employee does not intend to pay the employee's contributions, if any.

- (3) The Board shall reinstate the employee when the pregnancy leave or parental leave ends, to the position the employee most recently held with the Board, if it still exists, or to a comparable position if it **does** not, subject to the redundancy and transfer provisions of this Collective Agreement.

(d) Extended Leave

An employee who is eligible for parental leave may apply for an extended leave which will begin upon the expiry of the parental leave, provided for in article 14:01(a). The following conditions shall apply to the granting and continuation of such an extended leave:

- (1) The employee must apply in writing for the extended leave at least eight (8) weeks in advance of the commencement of the extended leave;
- (2) The employee must be eligible for and take the full parental leave;
- (3) The employee must have worked continuously for the Board for at least one (1) year prior to the commencement of the pregnancy leave or, where pregnancy leave is not taken prior to the commencement of the parental leave; and
- (4) The extended leave shall expire on August 31, or December 31 in the **case** of a non-semester<sup>4</sup> school, or the end of a semester in the *case* of a semestered school.

(e) General Conditions

The following conditions apply to pregnancy leave, parental leave and extended leave:

- (1) All parties concerned agree that the best interests of the pupils, the teachers, and the teaching profession should be observed in arranging the dates for the commencement and termination of the leaves described under this article, subject to the statutory rights of the teacher involved.
- (2) Pregnancy leave, parental leave and extended leave shall not cumulatively last longer than three (3) consecutive years. In the event the teacher **does** not return to work upon the expiry of the leave(s), the teacher shall be deemed to have resigned. Re-employment may occur through regular channels.

(f) S.U.B. Plan

A teacher granted a pregnancy leave or a parental leave pursuant to this Article which commences on or after January 1, 1993 shall be compensated by the Board under an Unemployment Insurance Commission of Canada ("U.I.C.") approved supplementary benefit plan for the 2 week waiting period under U.I.C. at a weekly rate equal to 95% of the U.I.C. weekly insurable earnings for the 10 day period provided that the teacher:

- (i) is eligible for pregnancy or parental leave benefits under U.I.C. laws and regulations; and
- (ii) makes a claim to the **Board** on a form to be provided indicating the weekly amount payable by U.I.C.

**No** supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the teacher's normal employment period (i.e. July and August if 10 month employment). The supplementary benefit plan shall be subject to approval by U.I.C..

14:02

Other Leaves of Absence

- (1) "Leaves of Absence" means leave taken by a teacher for but not limited to:
  - (a) teaching in Department of National Defence schools
  - (b) going on teacher-exchange programs
  - (c) teaching in developing countries
  - (d) improving formal academic or professional qualifications
  - (e) extended maternity/adoption leave
  - (f) personal reasons
- (2) The **Board** may grant a teacher a leave of absence to a maximum of two (2) years for **each** leave in Section (1). Upon application to the Board, in exceptional circumstances, consideration will be given to extending a leave beyond this limit to a maximum of one additional year.

- (3) A teacher on leave of absence shall continue to be entitled to accumulation of credit for seniority.

Experience gained in teaching with Department of Defence Schools or teaching in Developing countries shall be recognized in accordance with Article 5:03.

- (4) (a) A teacher returning from a leave of absence to active employment shall be reinstated to the position which the teacher held prior to the leave of absence. If the position no longer exists, the teacher shall be placed in a comparable position in the system.

(b) Notwithstanding this provision, the teacher is subject to Article 18:04.

- (5) A teacher on leave of absence shall be entitled to participate in the insured benefit plans as outlined in Articles 17:01, 17:02, 17:04 and 17:05 to the extent he/she had participated immediately prior to the commencement of the leave. The teacher shall prepay the premiums of the plans quarterly on September 1, December 1, March 1 and June 1.

- (6) If the leave is part-time, *salary* shall be computed as follows:

$$\frac{\text{number of periods taught} \times \text{grid salary}}{\text{average number taught by a full-time teacher}}$$

14:03

#### Educational Leave Fund

The Victoria County Board of Education shall budget \$10,000 yearly for an Educational Leave Fund. The Education Leave Fund shall commence with the calendar year 1981. Any balance remaining in the Fund at the end of a calendar year shall be carried into the next year. The maximum accumulation shall be \$30,000.

The Education Leave Fund is to serve the following purposes:

- i) Recognizing that the school system has a need for professional personnel with varied and specialized training, the fund will provide an opportunity for teachers to update themselves in specialized areas of teaching.
- ii) Recognizing that the quality of education is dependent on the quality of the teaching **staff**, the fund will provide an opportunity for teachers to expand their knowledge through more frequent contacts with other educators and opportunities for more professional activities.

- iii) Recognizing that some teachers in the schools may require further training or retraining in order to continue teaching in certain fields, the fund will provide an **opportunity** for these teachers to obtain such training.
- iv) Recognizing that educational research and curriculum development are beneficial to education, the fund will allow teachers to engage in these activities.
- v) Recognizing that the ultimate benefits of teacher enrichment accrue to the students, the fund would support other teacher activities that provide such enrichment.

Applications for leave shall be accepted from teachers who meet the following criteria:

- i) One who has taught five **years** with the Victoria County Board of Education unless waived by the Victoria County Board of Education.
- ii) One who agrees, in writing, to teach the greater of one **year** or twice the length of the leave, after the leave is completed, failing which the teacher agrees to reimburse the **Board** according to the following formula unless waived by the Board.

Number of days post leave service not served x cost of leave  
Number of days post leave service required

- iii) The teacher agrees to present a post leave report to the Board.
- iv) The teacher agrees to waive any **salary** increase due to improved qualifications obtained while on leave, unless the teacher repays the cost of the leave to the Board.

Such applications will be forwarded to the Director of Education and the President of the Branch Affiliate by March 31. A teacher-board committee shall meet by April 15 to make recommendations to the Board on a majority vote. The teacher(s) concerned and the Principal(s) concerned shall be present at the meeting of the committee.

**The** Committee shall consist of four Board members and four teachers (one per school plus one member of the division executive) each having one vote. Applications must be received at least two months before commencement of said leave unless waived by the Committee.

Leave shall only be approved for activities that will not occur other than during the school year unless special circumstances dictate. The minimum leave allowed shall be two weeks. The maximum leave allowed shall be the length of the course with reasonable consideration given to travel; accommodations, etc.

If after receiving approval, a teacher wishes to change any conditions of the leave, he/she must re-apply to the Committee. The Committee **may**: (1) approve the change; (2) deny the change; or (3) cancel the leave in favour of another applicant.

The period of leave shall count as teaching experience and/or service time with the Board.

The Board shall pay the teacher on leave 75% of his/her normal grid *salary*. The Board shall continue to pay its share of the teacher's benefit package. In addition, 75% of the tuition and/or registration fees to a maximum of \$1,000 may be paid to the teacher.

The fund shall only be charged with the tuition and/or registration **fees** to a maximum of \$1,000 **paid** to the teacher and the \*\* extra costs as defined in note 2 below.

Note 1: \* Cost of the Leave is defined as the amount of *salary* and benefits paid to the teacher during his/her leave plus the tuition or registration paid from the fund.

Note 2: \*\* Extra Cost is defined by the following formula:  

$$a + b - c = d$$

Where **a** = the amount of *salary* and benefits paid to the teacher during his/her leave.

Where **b** = the replacement teacher's *salary* allowances and benefits.

Where **c** = the regular grid *salary*, allowances and benefits that the teacher on leave would have been paid.

Where **d** = extra cost.

14:04

#### Leave with Salary Holdback

##### 1. Purpose:

- (a) To promote self renewal and growth.
- (b) To help alleviate the problem of disappearing jobs due to declining enrolment.

2. Description: The plan has been developed to afford teachers the opportunity of taking a one year leave of absence with pay by spreading his/her *salary* over a longer period of time (example: 4 year's *salary* over 5 years).
3. Qualifications: A teacher must have a permanent contract.
4. Application:
  - (1) A teacher must make written application to the Secretary of the board on or before January 31st., requesting permission to participate in the Plan.
  - (2) Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by April 1st. in the school year that the original request is made.
5. Each year in June, the Superintendent of Business and Finance will hold a meeting at the Education Centre on a day that is convenient to which all participants will be invited. All participants will be notified personally in writing at least 10 days in advance of the meeting. The Branch Affiliate will be informed of the date of the meeting. The following matters will be addressed at the meeting.
  - 1) The Board will provide an explanation of the administration of the funds.
  - 2) The Board will provide a statement of the account of each participant outlining details of the transactions in their account for the year to date including details of the interest paid.
  - 3) The Board will provide a schedule which summarizes interest rates earned on the funds over the past 12 months and comparative rates *earned* on National Victoria & Grey Trust Company guaranteed investment certificates or their equivalent over the Same period.
  - 4) The funds will be invested for the ensuing twelve months in an investment instrument to be determined by a motion duly made and seconded by plan participants and carried by a majority of at least 75% of those plan participants present provided attendance exceeds 50% of participants. The investment instrument may take the form of a loan to the V.C.B. of E. In any **case**, the **Board** agrees to provide at all times a separate accounting for the funds of each participant showing the amount to his/her credit.

- 5) The funds of all participants will be invested according to the decision arrived at in (4) above.  
  
The **salary** and any accrued interest shall be paid to the teacher in a manner prescribed by the teacher and as specifically outlined in the individual "Leave with **Salary** Holdback Agreement" governing the leave plan of that teacher.
- 6) The Board shall maintain the normal fringe benefit package during the year of leave, but the teacher(s) waives the Board contribution as specified in Article 17.
- 7) During the year of leave, an amount **equal** to 8.9% of the lesser of the teacher's total deferred *salary*, or the salary the teacher would have normally received for the year, shall be deducted from monies paid, and remitted on behalf of the teacher to the Teachers' Pension Fund in accordance with the regulations established under the Teachers' Pension Act 1989.
- 8) If the teacher is declared surplus to the secondary system during the years of *salary* holdback leading to a leave under this plan, the Board shall pay to the teacher the full amount of *salary* withheld up to that time along with any accrued interest within 60 days of being declared surplus to the secondary **system**.
- 9) If the teacher leaves the employ of the Board prior to taking the year of leave, the Board shall pay to the teacher the full amount of *salary* withheld up to that point along with any accrued interest within 60 days of the teacher's resignation. If the teacher dies prior to going on leave, the Board shall pay the full amount of *salary* and accrued interest, to the executors or the administrators of the estate within 60 days of death.
- 10) If a teacher decides not to return to the Board following a leave with *salary* holdback, the Board shall be notified as soon as possible of this decision and not later than May 31st. of that year.
- 11) While a teacher is on leave with *salary* holdback, no sick leave time shall accumulate, but when the teacher returns to the Board from the leave, he or she shall be credited with the same number of accumulated sick leave days that he or she had before going on the leave.
- 12) The leave with *salary* holdback shall be treated as a **year's** teaching experience for seniority purposes with the Board, within the meaning of Article 18, but shall not entitle the teacher to increment for that **year**.
- 13) Positions of Responsibility shall be guaranteed during the leave.

**ARTICLE 15 - RETIREMENT GRATUITY PLAN**

15:01 A retirement gratuity will be paid to any teacher who has a minimum of ten years of service with the Board immediately prior to retirement and uninterrupted except for leave of absence, and who, on retirement qualifies for a pension under the Teachers' Pension Act 1989.

15:02 (a) Except where an employee retires under a class F pension, the gratuity will be calculated as follows:

$$\frac{A}{200} \times \frac{N}{2} = G$$

Where  $A$  = the last year's *salary* and  $N$  = the number of sick leave accumulated while the teacher was in the employ of the Board but not including those days transferred **from** another Board, municipality or Ministry of Education; and  $G$  = gratuity to a maximum of one-half the teacher's last year's *salary*.

(b) A teacher may accumulate up to 300 days for retirement gratuity purposes but if, at the time of retirement the credit exceeds 200 days, only 200 days may be used in the formula in (a).

15:03 Where an employee retires under an F pension, the retirement gratuity will be calculated as in 15:02, and then discounted at the rate of 10% for every year that the retiring teacher is less than age 62.

15:04 Six months notice of retirement will be given except in the case of illness or unexpected circumstances.

15:05 A retirement gratuity will be paid to the Estate of a teacher who dies while in the employ of the Board under the same terms and conditions as if he/she retires in a normal manner.

15:06 Payment will be made in:

- (a) a bulk payment to an Estate, or
- (b) equal monthly payments to a retiring teacher over a period from one to three years at the discretion of the teacher, or
- (c) payable any time in a bulk payment between September and June of the following school year.

ARTICLE 16 - FEDERATION FEES

16:01 The deduction of such fees shall be in ten parts. Deductions shall occur according to the following plan or as required by O.S.S.T.F. :

September	30	10%
October	30	10%
November	30	10%
December	30	10%
<b>January</b>	<b>30</b>	<b>10%</b>
February	28	10%
March	30	10%
April	30	10%
<b>May</b>	<b>30</b>	<b>10%</b>
June	30	10%

ARTICLE 17 - EMPLOYEE BENEFIT PLANS17:01 Group Term Insurance Plan

Membership in the Group policy becomes a condition of employment for all employees hired after September 1, 1982. The Board will contribute 100% of the cost of the monthly premiums on \$100,000 of the basic term insurance.

Teachers may elect to *carry* a further amount of optional term insurance in multiples of \$25,000 to a maximum of \$100,000.

No subsidy will be paid on dependent insurance coverage.

The basic insurance shall be four times the teacher's September 1st. *salary*. In the event a new agreement is not signed by September 1, the basic insurance shall be adjusted on the date of the ratification by both parties.

17:02 Extended Health Care

The Board shall contribute 100% toward the premium of the present Blue Cross Extended Health Care Benefit Plan or a plan mutually agreeable to both parties, for those eligible employees enrolled in the Board's Group. The plan will include: Vision Care which, effective March 1, 1992, shall pay a \$200 maximum per person every 24 months; the **Paramedical** rider (including chiropractic); semi-private accommodation & effective March 1, 1992 Deluxe Travel. Any dependent up to the age of 25, if enrolled in school, will be covered.

17:03 Cumulative Sick Leave Plan

If absence is due to an accident compensable under the Workers' Compensation Act or covered under any other type of accident insurance, the premium for which is paid by the Ward, the period of absence charged against cumulative sick leave shall represent only the time equivalent of the cash supplement paid by the Board.

17:04 Long Term Disability

The Board will administer a Long Term Disability Plan as provided by Ontario Teachers' Insurance Plan. Membership is a condition of employment for teachers hired after September 1, 1977.

17:05 Dental Plan

The Board shall contribute 100% toward the premium of Blue Cross #7 including riders #1 (endodontic) and #3 or a plan mutually agreeable to both parties. Orthodontic rider #3 shall have a \$2,000 maximum. 1991 O.D.A. rates take effect March 1, 1992. Any dependent up to the age of 25, if enrolled in school, will be covered.

17:06 A teacher retiring before age 65 may maintain the Group Life coverage up to age 65 as provided in the insurance policy.

ARTICLE 18 - REDUNDANCY

18:01 The following procedure is designed to help alleviate redundancy in the secondary panel. It is not designed so that a member of the secondary panel can bump or displace a member of the elementary panel.

Definition: A position refers to a job which has not been filled by a teacher presently in the elementary panel.

1. All vacant positions in the elementary panel shall be posted in the secondary schools on or prior to the date of any external advertising.
2. All qualified teachers or teachers who could become qualified by September 1 of the coming school year who apply for a vacant position shall be granted an interview.
3. Any teacher from the secondary panel agreeing to transfer to a position in the elementary panel is subject to the Redundancy clause 12:01 as stated in the elementary contract.

4. Any teacher transferred from the secondary panel to the elementary panel shall remain on a permanent contract.

18:02

### Part-time Teaching

The following part-time options shall be available only to full-time teachers on staff.

#### (a) Part-time teaching

1. When a teacher desires to teach less than full-time that teacher may make a request in writing through the principal to the Director of Education. Requests to be submitted by January 31 with a copy to the President of the Branch Affiliate.
2. The Director, in consultation with the principal, may recommend the granting of the request to the Board. After approval **by** the Board, the approved request for a part-time leave of absence shall **be** granted.
3. The teacher shall be notified in writing of the Board's decision no later than March 1.
4. All requests for part-time teaching shall be considered before posting any vacant teaching positions under Article 4:03(b).
5. Teachers who leave a position **of** responsibility to participate in the plan may be guaranteed the position of responsibility upon return.

#### (b) Return to Full-Time Teaching

1. For the period requested, the teacher may not return to full-time teaching unless a vacancy occurs.
2. During the term of the leave, the appropriate standard Teacher Contract for a full-time teacher is maintained. Unless **the** teacher again requests part-time in the following year by the required date, he/she will become a full-time member of staff, subject to the seniority and tenure of Article 18. No teacher shall be on part-time teaching under this Article for more than two consecutive years.

(c) Conditions of the Leave

1. The **annual salary** for a part-time teacher shall be computed **as:**

$\frac{\text{Number of periods taught as a part-time teacher}}{\text{The average number of periods taught by a full teacher on staff in the school.}}$	X	$\frac{\text{The full time salary according to the terms of this agreement.}}$
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2. The part-time teacher must accept supervising duties pro-rated according to the fraction **as** computed in part c (1).
3. The Board's share of fringe benefits shall be calculated **as** in c (1).
4. The teachers shall receive one year for seniority purposes on the retention list.
5. The teachers shall receive for *salary* purposes only that fraction computed in c (1).
6. The teacher must make satisfactory arrangements with the principal concerning staff meetings and department meetings.

**NOTE:** A teacher receives only the fraction computed in c (1) in calculations for pension purposes. As a result, it will take a teacher longer to reach the 90 factor.

18:03

Early Retirement Incentive Plan1. Criteria for Eligibility

- (a) 10 years consecutive teaching experience with Victoria County Board of Education credited under the Teachers' Pension Act 1989.
- (b) Maximum *salary* placement in respective category group.
- (c) Eligible for a pension under the Teachers' Pension Act 1989 in the year early retirement is to take effect.
- (d) Credited service is less than 35 years.

2. Operation of the Plan

The teachers shall forward to the Director of Education:

- (a) An application to participate in the plan.
- (b) Proof of age.
- (c) Proof of service achieved under the Teachers' Pension Act 1989.
- (d) A resignation which clearly states the effective date of separation based on approval of participation in the plan.
- (e) The application must be received by the Director by December 1 for effective separation at **August 31**.

or

By March 1 for the effective separation at December 31.

Approval of individual-requests to participate in the plan shall rest solely with the Board.

The Board shall pay to the teacher the sum of \$5,000 per year, to a maximum of 4 years or to August 31 of the school year in which the teacher reaches age 65.

Payment shall be made on January 1 of the year next following the year of separation and on each succeeding January 1 until the full amount is paid. For partial years, the final payment will be adjusted accordingly.

The incentive payment of a teacher who dies during the payment period shall be paid to his/her estate.

When participation in the plan is approved, the resignation is effective on the specified date and the applicant is no longer an employee of the Board.

The Plan is to be effective until August 31, 1996. The parties' Liaison Committee will assess the benefit of the Plan to the system and report to the Board by February 28, 1996.

18:04

Method of Determination - Redundancy

- (a) When a teaching position is declared by the Board to be redundant, the reduction shall be accomplished, if possible, by attrition through a retirement or a resignation of a secondary school teacher from the system.

**When** by April 1, there is no evidence that the elimination of the particular position will be accomplished by attrition through a retirement or a resignation **as** above it shall, if possible, be accomplished at that time by the termination of the contract of

1. a teacher replacing an existing teacher on temporary leave unless such termination eliminates the program.
2. a teacher on a probationary contract in the secondary system.

When by May 1, there is not evidence that the elimination of the position *can* be accomplished by either attrition or the termination of the contract of a probationary teacher as above, the reduction shall be accomplished by the termination of the contract of a secondary school teacher who is on permanent contract.

A teacher whose contract is to be terminated because of redundancy shall be notified in writing no later than May 1.

When the Board has determined that the reduction *can* be accomplished only by the termination of the contract of a permanent teacher, it shall use a retention grid of all secondary school teachers in the system. Principals and vice principals shall be excluded. Points to be assigned to each teacher as in 18:04 (c) Retention Grid.

The contract of the teacher with the lowest point rating on the retention grid will be terminated unless such termination eliminates a program in which *case* the contract will be terminated if a teacher in the system with a higher point rating becomes qualified to commence equivalent teaching duties by September 1 of the same calendar year.

**As** a result of a teacher tie (two or more teachers at the lowest point rating on the retention grid) the senior administration will determine who will be declared redundant.

- 18:04 (b) **A** teacher whose employment has been terminated through redundancy shall be given a letter stating that reason for termination by the Board.

**A** teacher on permanent contract whose employment has been terminated as a result of redundancy and who has not received a redundancy allowance will be rehired if a vacancy for which he/she is qualified occurs within a period of three years of his/her termination of employment.

The Teacher Retention List shall be prepared by the **Board**. The Retention List **is** to be correct **as** of September 1. A copy of the current Retention List shall **be** posted in each Secondary School by January 31. A copy of the current Retention List shall be sent to the Division President **and** the Chairperson **of** the Collective Bargaining Committee by **January** 31. All teachers will **have** a two **week** period to examine the Retention List. Any disagreement **by** a teacher with the list **as** of **January** 31 shall be reported to the Board through the Division Executive by February 15. A corrected Retention List shall be **posted** by February 28. A teacher who feels his/her reported disagreement with the list has not been resolved has the right to grieve. All such grievances must be initiated in writing by March 10.

18:04 (c) Retention Grid

- a) A teacher hired as a replacement for an existing teacher who **is** going on a temporary leave of absence shall not accumulate any points on the Retention Grid.
- b) Teaching Experience
1. Teaching in a school with the Victoria County Board of Education -- 3 points per year.
  2. All other recognized teaching experience -- 2 points per year.

Points in 1 and 2 shall be pro-rated for partial years. One tenth of the points shall be given for each 20 consecutive days of teaching experience.

18:05 Redundancy Allowance

Except **as** noted below, when the Board terminates the employment **of** a teacher on permanent contract whose position has been declared redundant, the Board will pay the teacher a redundancy allowance calculated according to the formulas **as** stated below. The acceptance **of** a redundancy allowance would negate all that teacher's credits on which retirement gratuity is based and would negate any claim on the **part** of the teacher to re-employment by the Board. Teachers placed on permanent contract after September 1, 1973, are not eligible for a redundancy allowance until they have completed 5 years with this Board.

$$\text{Formula: } \frac{A}{200} \times \frac{N}{2}$$

where A = average *salary* for the best 3 years with this Board  
 N = no. of days **of** sick leave accumulated with the Board

ARTICLE 19 - GRIEVANCE PROCEDURE

19:01 A grievance shall be defined as any matter arising from the interpretation, application or administration **of** this Agreement.

The purpose of this article is to establish a procedure for the settlement of grievances **as** quickly as possible.

At any step in the complaint and grievance procedure an individual is entitled to be accompanied with and represented by his/her Federation.

(a) **If a** teacher has a complaint with regard to the interpretation, application, or administration of this collective agreement, the teacher shall bring the complaint to the attention of his/her immediate supervisor within 60 days of the date the teacher becomes aware or would reasonably be expected to become aware **of** the circumstances giving rise to the complaint. The immediate supervisor shall respond orally to the complaint within 5 school days **of** receiving it.

(b) Should the teacher be dissatisfied with the immediate supervisor's disposition of the complaint pursuant to 19:01(a), the teacher may take the matter **up as** a grievance in the following manner and sequence:

19:02 (a) **If** the grievor is not a Principal, the Branch Affiliate shall forward a letter to the Principal concerned with a copy to the Branch President stating the clause(s) in dispute, provided the grievor co-signs the grievance letter.

(b) **The** Principal shall meet with the teacher concerned and a representative **of** the Branch Affiliate, within 2 school days of receipt of the grievance letter to attempt to resolve the dispute.

(c) **If** the grievance is not resolved in a manner acceptable to the Branch Affiliate in (b), within 3 school days of the meeting, either party may refer the matter to the Director **of** Education.

(d) **If** the grievor **is** a principal, then the Branch Affiliate shall forward a letter to the Director of Education with a copy to the Branch President stating the clause(s) in dispute, provided the grievor co-signs the grievance letter.

(e) The Director of Education shall attempt to resolve the dispute within 3 school days **of** receipt of the grievance letter.

- (f) (i) Should the Branch Affiliate be dissatisfied with the disposition of the grievance at (e), the Branch Affiliate may refer the grievance to the Board's Grievance Committee through the Director of Education, within 5 school days of receipt of the Director's reply. The Board's Grievance Committee, which shall consist of such trustees and administration as the Board may designate, shall meet within 10 school days of the referral, with the teacher and representatives of the Branch Affiliate, to deal with the grievance. The Grievance Committee's decision shall be given in writing to the teacher and the Branch Affiliate within 5 school days following the meeting or the expiration of time for holding the meeting.
- (ii) If the reply of the Board's Grievance Committee is unacceptable to the Branch Affiliate, it may be referred to arbitration within 15 school days of receipt of the decision of the Board's Grievance Committee.
- (iii) Where a grievance is referred to arbitration in accordance with (f)(ii) above, the notice shall contain either:
- a) the name of the party's appointee to an arbitration board; or
  - b) a statement that the party desires arbitration by a sole arbitrator and the name or names of proposed arbitrators.

The receiving party shall, within 5 school days, inform the other party of its appointee to the arbitration board or its response regarding the single arbitrator. If both parties do not agree that the matter shall be referred to a sole arbitrator, it shall be referred to a three-person board and within 5 school days, each party shall inform the other regarding its appointee to the arbitration board.

- (iv) In the event the matter is being referred to an arbitration board, the two appointees so selected shall, within 5 school days of the appointment of the second of them, or within a time mutually agreed upon, appoint a third person who shall chair the arbitration board. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree on a person to chair the board within the time provided, the appointment shall be made by the Education Relations Commission upon the request of either party. In the event the parties agree to refer the matter to a single arbitrator, but are unable to agree upon an arbitrator, the appointment shall be made by the Education Relations Commission upon the request of either party.

- (v) No person may be appointed **as** an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (vi) The arbitrator or arbitration board, **as** the **case** may be, 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.
- (vii) Each of the parties hereto will **bear** the expenses **of** its appointee to an arbitration board. The parties will jointly share the expenses of the person chairing the Board or the sole arbitrator, **as** the **case** may **be**. The decision of the majority **of** an arbitration board is the decision of the board but, if there is no majority, the decision **of** the person chairing the board governs.
- (viii) Any step of and any time limits specified in **the** grievance procedure may be extended by mutual agreement in writing between the Board and the Branch Affiliate.

19:03

Branch Affiliate Grievance

A "grievance" shall be defined as any matter arising from the interpretation, application or administration **of** this Agreement. **If** the Branch Affiliate believes it has **cause** to dispute the interpretation, application or administration of this Agreement, it may take the following steps:

- (a) Forward a letter to the Principal and/or the Director of Education **stating** the clauses in dispute. The Division President and/or his/her designate(s) shall discuss the matter with the Principal and/or the Director. The Principal and/or Director may attempt to resolve the dispute informally within 3 school days.
- (b) **If** the dispute cannot be resolved in step **(a)** in a manner acceptable to the Branch Affiliate, the Branch Affiliate may refer the grievance in writing **to** the Board's Grievance Committee in accordance with 19:02(f).

ARTICLE 20 - WORKING CONDITIONS. AND STAFFING

- 20:01 (a) Projected enrolments will be determined by the principals **of** the three secondary schools **in** consultation with the Director.
- (b) The president of the Branch Affiliate will be provided with copies of all documents used to determine the number **of** staff in each secondary school.

- (c) The number of staff for each of the secondary schools shall be determined by **the** following component staffing formula.

20:02 Administration

Each secondary school shall have for the purpose of administrative duties:

- i) one Principal
- ii) Vice Principal(s) to be determined in the following manner:
  - a) Each school with 800 or fewer shall have one full-time Vice Principal.
  - b) Each school with more than 800 students shall have 2 full-time Vice Principals.
  - c) In case of declining enrolment, the second Vice Principal shall only be dropped if the enrolment drops below 780 students.
- iii) one Head of Special Education

20:03 Classroom Teaching Staff

The number of teaching periods for each secondary school program shall be determined by the following formula:

- (a) advanced level academic programs by dividing the September 1 projected number of credits by 26
- (b) general level academic programs by dividing the September 1 projected number of credits by 23.0.
- (c) basic level academic programs by dividing the September 1 projected number of credits by 12.3
- (d) general/advanced technical programs by dividing the September 1 projected number of credits by 17
- (e) basic level technical and basic level family studies programs by dividing the September 1 projected number of credits by 10
- (f) destreamed classes by dividing the September 1 projected number of credits (or their equivalent) by 23.

20:04 Special Education

The number of teaching periods for Special Education in each secondary school shall be determined by the following formula:

- (a) learning assistance programs by dividing the projected number of students **served** in the programs by 8
- (b) teaching **periods** for self-contained learning disabilities classes shall be 8 periods for each eight students or fraction thereof

20:05 Counselling/Guidance

The number of teaching periods in each secondary school for counselling/guidance shall be determined by dividing the September 1 projected credit total (including Grade 9 equivalent credits) by 410. The projected credit total shall be determined by adding the projected number of credits taken in each program.

20:06 Library Services/Media

The number of teaching **periods** in each secondary school for library services/media shall be the greater of

- (a) the projected September 1 credit total (including Grade 9 equivalent credits) divided by 1000
- or
- (b) eight

**The** projected credit total shall be determined by adding the projected number of credits taken in each program.

20:07 Co-operative Education

Co-operative education programs will be staffed by dividing the September 1 projected number of students enrolled in the program by 12.

20:08 Total Staff Generated

The total number of staff (T) shall be determined in the following manner:

A = sum of 20:03, 20:04, 20:05, 20:06 & 20:07 divided by 6

B = the number of teachers in 20:02

T = the sum of A and B, rounded off to the next highest half teacher

20:09 Section 27 Classes

The staff for Section 27 classes shall be in addition to the numbers determined otherwise by this article.

20:10 (a) Trainable Retarded

The staff for Trainable Retarded classes shall be in addition to the numbers determined otherwise by this article.

(b) English as a Second Language

The staffing for English as a Second Language shall be in addition to the numbers determined otherwise by this article.

20:11 Destreamed Classes

If destreamed classes are introduced in the secondary panel, the parties shall meet to review the suitability of the current method of determining staff for these classes. The number of teachers generated would not be less than the number generated by the present staffing formula.

20:12 French Immersion

It is the Board's intention that the French Immersion Program will not result in the diversion of teaching staff from any other programs for the term of this Agreement.

20:13 Special Education - Gifted

An additional teacher shall be hired by the Board effective September 1, 1992 devoted to Special ~~Education~~ (Gifted Program) needs in the secondary schools.

20:14 Implementation of the Education-Schools Sub-sector Framework Agreement

All changes required by the Local Agreement regarding implementation of the Education-Schools Sub-sector Framework Agreement for Teachers shall be made to the Collective Agreement by January 31, 1996.

ARTICLE 21 - TRANSFERS

Voluntary Transfers

- 21:01 A voluntary transfer is defined **as** one initiated in writing by the teacher.
- 21:02 **A** teacher applying for a voluntary transfer shall notify the Director of **Education and the** President of the Branch Affiliate on or before February 15.
- 21:03 The Director, in consultation with the secondary school principals, shall endeavour to accommodate all such requests.
- 21:04 Each teacher shall be notified in writing no later than April 1 of the decision which has been reached.

Involuntary Transfers

- 21:05 **An** involuntary transfer is defined as one initiated by the Board.
- 21:06 The teacher(s) to be transferred shall be chosen by the Principals concerned subject to written agreement of the Principals and teacher(s) concerned.
- 21:07 In the event that the above agreement cannot be reached, the Director of Education shall designate the teacher(s) to be transferred in the manner described below.
- 21:08 In the **case of** administrative transfers (that is, transfers other than those caused by a surplus to school situation covered in the surplus provision below) where agreement cannot be reached the Director shall have the right, after consultation with the teacher involved, and if the teacher requests, with the President of the Branch Affiliate, to assign that teacher to such comparable position as the Director feels is necessary to meet the needs of the Board. Final notification of the transfer shall be made to the teacher in writing.

21:09

The following shall apply in the case of transfers required **as** a result of the Board having fewer positions available at a school than the number of incumbents assigned to that school (hereinafter referred to as a "surplus to school" situation). In such situations, if no other positions are available at the Board's other secondary schools, Article 18 shall apply. If positions are available at other secondary schools, teachers will be transferred from the school where the surplus is to occur, in the following order, provided that the remaining teachers have the necessary qualifications to perform the work of the available positions:

- (a) Teachers on probationary contracts shall be the first to be transferred, in order of the **date** they commenced employment with the Board. In the event two or more teachers commenced employment with the Board on the Same day, the tie will be broken by:
  - (i) total teaching experience under contract with any school board in Ontario; and if this is equal then,
  - (ii) the teacher with the lowest qualifications for *salary* grid purposes shall be the first to be transferred; and if this is **equal** then,
  - (iii) by lot.
- (b) Permanent teachers at the school where the surplus is to occur **shall** be transferred in inverse order that their names appear on the retention list prepared pursuant to Article 18.

21:10

A teacher involved in an involuntary transfer due to a surplus to school situation shall be offered any vacant teaching position which arises within one year from the effective date of the transfer at the school from which the teacher is transferred, provided the teacher is qualified for the position or is able to become qualified for the position before the teaching assignment begins. Such offers will be made in inverse order in which the transfers **occurred**.

#### **ARTICLE 22 - NUMBER OF TEACHING PERIODS**

22:01

**No** teacher shall teach more than six - seventy-six minute periods per two day cycle in a non-semestered school except at the teacher's request in writing.

22:02

No teacher shall teach more than three - seventy-six minute **periods** per day in a semestered school except at the teacher's request in writing.

ARTICLE 23 - LIAISON COMMITTEE

A committee consisting of three members of the O.S.S.T.F. appointed by the Branch Affiliate and three trustees elected to the Victoria County Board of Education and the Director of Education, who shall act as chairperson, shall meet at the request of either party, for the discussion and possible action relating to educational trends, issues and concerns of the teachers or the Board.

ARTICLE 24 - PROFESSIONAL ACTIVITY DAYS

- a) A school year shall consist of 185 instructional days and 9 Professional Activity Days subject to Ministry regulation 822/82.
- b) One of the Professional Activity Days mentioned in (a) shall be designated as a Professional Development Day to be used in a manner decided by the Branch Affiliate consistent with the intention of Ministry guidelines. This day shall be the second Friday in November.

ARTICLE 25 - EXCHANGES BETWEEN MEMBERS OF O.T.F. BRANCH AFFILIATE AND SUPERVISORY OFFICERS

25:01 A member of the Branch Affiliate may apply to exchange positions with a Supervisory Officer of The Victoria County Board of Education by submitting a written request to the Director of Education.

25:02 The Director of Education shall refer the request for exchange of position (referred to as an "Exchange") for consideration by a Teacher-Board Committee comprised of three members of the Branch Affiliate appointed by the Division Executive, three members of the Board and Director of Education. In the event that the Teacher-Board Committee cannot agree on the disposition of the request, the Board shall make a decision on the request.

25:03 The parties agree that the posting provisions of Article 4:03 do not apply to Exchanges.

25:04 A Supervisory Officer who participates in an Exchange shall become a member of the Branch Affiliate for the period of the Exchange and shall be subject to the provisions of the Collective Agreement between the Board and the Branch Affiliate except:

- (1) The salary of the Supervisory Officer prior to the Exchange shall be maintained throughout the period of the Exchange; and
- (2) As otherwise agreed to between the parties.

- 25:05 A Supervisory Officer who participates in an Exchange shall not exercise any powers or assume any duties of Supervisory Officer during the period of the Exchange.
- 25:06 An Exchange between a Supervisory Officer and a member of the Branch Affiliate shall be for one year unless there is an agreement between the parties, the member of the Branch Affiliate and the Supervisory Officer to extend the Exchange for a further period of one year. In no circumstances will an Exchange exceed two years.
- 25:07 (a) A member of the Branch Affiliate who assumes the position of Supervisory Officer and who holds a position of responsibility prior to the Exchange shall be entitled to return to his/her position of responsibility at the end of the exchange, provided that his/her position of responsibility continues in existence. If his/her position of responsibility does not continue in existence, the member of the Branch Affiliate shall be entitled to a position in the system, subject to the provisions of Article 18.
- (b) A member of the Branch Affiliate who assumes the position of Supervisory Officer and who does not hold a position of responsibility prior to the Exchange shall be assigned to his/her previous position at the end of the Exchange provided that his/her previous position continues in existence. If his/her previous position does not continue in existence, the member of the Branch Affiliate shall be entitled to a comparable position, subject to the provisions of Article 18.
- 25:08 The benefit provisions under Article 17 of the Collective Agreement shall apply to a member of the Branch Affiliate who assumes the position of Supervisory Officer for the entire period of the Exchange.
- 25:09 A member of the Branch Affiliate who assumes the position of Supervisory Officer retains all seniority rights under the Collective Agreement for the period of the Exchange and shall be credited with one year of experience for each year of the Exchange.

#### ARTICLE 26 - EXCHANGES BETWEEN MEMBERS OF O.T.F. BRANCH AFFILIATES

The Victoria County **Board** of Education and the Branch Affiliate encourage Exchanges in the belief that Exchanges *can* be beneficial to the educational system.

- 26:01 All **Board** initiated Exchanges shall be subject to clauses 26:05 to 26:11 inclusive.
- 26:02 Any member of the Branch Affiliate wishing to Exchange with a member of another Branch Affiliate within The Victoria County Board of Education shall make a written request to the Director of Education and the President of the Branch Affiliate by January 31.

- 26:03 All requests for Exchange shall be posted from February 15 to March 1 in all schools in The Victoria County Board of Education.
- 26:04 All Exchanges involving members of the Branch Affiliate shall be referred to a Teacher-Board Committee. The Teacher-Board Committee shall consist of three members of the Branch Affiliate appointed by the Division Executive, three members of the **Board** and the Director of Education. In the event that the Teacher-Board Committee cannot agree on the disposition of the request, the Board shall make a decision on the request.
- 26:05 The Exchange shall take place subject to all terms and conditions of the Collective Agreement.
- 26:06 Notwithstanding Article 26:05, the Branch Affiliate and the Board may jointly agree to waive specific terms and conditions of the Collective Agreement.
- 26:07 Any member of the Branch Affiliate involved in an Exchange under Article 26 shall retain membership in O.S.S.T.F. during the duration of the Exchange.
- 26:08 A member of the Branch Affiliate who holds a position **of** responsibility prior to the Exchange shall be entitled to his/her position of responsibility at the end **of** the Exchange provided it continues in existence. If his/her position does not continue in existence, the member of the Branch Affiliate shall be entitled to a comparable position subject to the provision of Article 18.
- 26:09 A member of the Branch Affiliate who does not hold a position **of** responsibility prior to the Exchange shall be assigned to his/her previous position at the end of the Exchange provided that his/her position continues in existence. If his/her position **does** not continue in existence the member of the Branch Affiliate shall be entitled to a comparable **position** subject to the provisions of Article 18.
- 26:10 The Exchange shall be for one year. **A** member **of** the Branch Affiliate may apply for a **one** year extension subject to Article 26.
- 26:11 No Exchange shall exceed two years.

#### ARTICLE 27 - MEDICAL PROCEDURES

No teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well being of the pupil or subject the teacher to **risk** or injury or liability for negligence. Such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression **of** the bladder and toileting assistance.

ARTICLE 28 - BRANCH AFFILIATE LEVY

- (a) The Board shall collect on behalf of the Branch Affiliate a Levy.
- (b) The Branch Affiliate shall notify the Board in writing no later than June 30, the total amount of the Levy per member of the Branch Affiliate.
- (c) The Levy shall be deducted in equal amounts from the pay on September 30, October 30, November 30, December 30, January 30, February 28, March 30, April 30, May 30 and June 30.

ARTICLE 29 - FEDERATION RELEASE TIME

- 29:01 (a) Effective September 1, 1992, the Board agrees to provide up to 1.0 F.T.E. Federation leave to the Branch Affiliate for Federation business.
- (b) The release time in 29:01(a) shall be provided to the President or shall be shared by the President and one other Federation Officer. The President/Federation Officer shall be paid as a full-time teacher during the period of the leave.
- (c) The Federation shall reimburse the Board at the salary rate for a teacher in Category III, Step 0 of the salary grid in effect at the time of the leave.
- (d) The Board agrees to continue to pay any responsibility allowance being paid to a teacher who goes on Federation Leave. The Federation agrees to reimburse the Board for the full cost of the responsibility allowance.
- (e) A teacher returning from Federation leave shall be reinstated in accordance with the provisions outlined in Article 14:02(4).
- 29:02 (a) The Board agrees to release the Chief Negotiator of the Collective Bargaining Committee the day of a scheduled negotiating meeting.
- (b) The Chief Negotiator shall be paid as a full-time teacher.
- (c) The Branch Affiliate shall reimburse the Board for the cost of the replacement teacher's salary and benefits.

### ARTICLE 30 - SAFETY EQUIPMENT

The Board shall provide a subsidy of up to \$45 per school year for teachers toward the purpose of safety shoes where they are required by legislation or Board policy. Safety shoes must be worn in areas designated by the Safety Inspector.

### ARTICLE 31 - HEALTH AND SAFETY

The parties agree to work co-operatively for the protection of the health and safety of all secondary teachers.

The parties agree to continue to participate in the Joint Health and Safety Committee, which shall meet and shall report to the **Board**, the Branch Affiliate and the teachers, at least once every three months.

The parties recognize that teachers, supervisors and employers have rights and obligations with respect to protecting the health and safety of workers, under The Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

### ARTICLE 32 - CONTINUING EDUCATION

32:01 For the purpose of this Collective Agreement, a "Continuing Education Teacher" shall be defined as a Teacher employed by the Board to teach or perform duties requiring a teaching certificate in the secondary program under a Continuing Education Teacher Contract (Form #3) as prescribed by the Education Act and its Regulations.

32:02 The Board recognizes that O.S.S.T.F. has the authority to bargain for all such Continuing Education Teachers employed by the Board.

32:03 This Article shall be deemed to form part of the individual contract of employment between the Board and each Continuing Education Teacher, in accordance with Section 54 (1) of the School Boards and Teachers Collective Negotiations Act 1980.

32:04 (i) This article and the following provisions of the collective agreement shall be the only provisions which apply to Continuing Education Teachers:

- Article 1 - Definition
- Article 2 - Effective Period and Renewal
- Article 3 - Recognition
- Article 4 - Management Rights
- Article 19 - Grievance Procedure
- Article 27 - Medical Procedures
- Article 31 - Health and Safety

## 32:04 (ii) SICK LEAVE

A teacher of summer school **may** be absent without interruption of *salary* for **up to 2 days** during the period of summer school for reasons of bereavement or illness.

## (iii) COMPENSATION

Rates of pay for Continuing Education Teachers are as follows:

- (a) Summer School Teachers - per hour = \$29.09
- (b) Summer School Principal - \$4311/year
- (c) Correspondence Courses
  - Basic Level \$7.00 per lesson marked
  - Other Intermediate Division \$10.00 per lesson marked
  - Other Senior Division \$11.00 per lesson marked
  - O.A.C. \$13.00 per lesson marked
- (d) Counsellors - \$29.09 per hour.
- (e) Teachers of Home Study Credits
  - \$29.09 per hour

## (iv) FEDERATION FEES

- (a) The Board shall deduct Federation fees **from** each **pay** from teachers of summer school, and remit them in the regular manner to the Ontario Teachers' Federation. The Federation shall notify the Board as to the amount of such fees.
- (b) The Board shall deduct on behalf of the Branch Affiliate **a** levy. The Branch Affiliate shall notify the Board in writing no later than June **30**, the total amount of the levy per member.

- 32:05 Summer School staff shall include the following positions:
- one full-time principal
  - library and guidance teachers as required

32:06 In the event there is any expansion of continuing education programs by the Board, the **terms** and conditions of employment **shall** be negotiated by the parties.

ARTICLE 33 - UNASSIGNED TIME

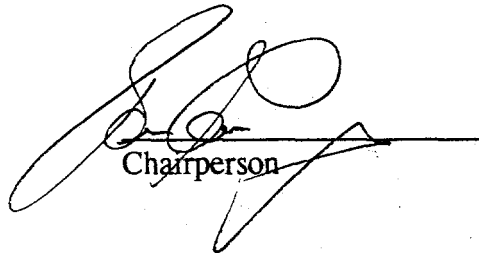
33:01 The Board will not assign a teacher to cover a teacher absence during a designated preparation **time period**, but may assign a teacher to cover a teacher absence, during a designated on-call **period**.

33:02 The Board will continue its existing practice with respect to the usage of on-call periods for **the term of this** Collective Agreement.

**SIGNATURE**

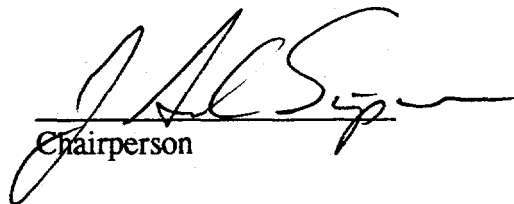
Dated at Lindsay, this 20th. day of February, 1995.

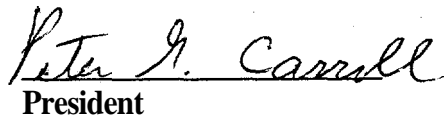
Signed and agreed on behalf of the VICTORIA COUNTY BOARD OF EDUCATION.

  
Chairperson

  
Secretary

Signed and agreed on behalf of the BRANCH AFFILIATE OF THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION.

  
Chairperson

  
President

LETTER OF UNDERSTANDING

Should the Board find that its legal obligation, through the Teaching Professional Act, to deduct and submit membership fees to the Ontario Teachers' Federation has ceased, the Board agrees to deduct the membership dues assigned by the Ontario Secondary School Teachers' Federation from all employees in the bargaining unit according to the following plan or as required by O.S.S.T.F.

September	30	10%
October	30	10%
November	30	10%
December	30	10%
January	30	10%
February	28	10%
March	30	10%
April	30	10%
May	30	10%
June	30	10%

*James E. Kennedy*  
For the Board

*James Carroll*  
For the Federation

*Bill Disney* *J. A. Sp...*

**LETTER OF INTENT**

At recent collective bargaining negotiations the Federation expressed significant concern regarding the equitable distribution of workloads for teachers in the secondary panel. The parties shall establish a Workload Distribution Committee consisting of 2 trustees and representatives of **the** teachers, with appropriate **administrative** support.

The Committee shall meet prior to March 31, 1992 to review data tabled by the parties and shall **make** recommendations to the **Board** and **the** Federation regarding the following issues:

1. the appropriateness of current **class sizes**;
2. whether or not **maximum** class size guidelines are desirable;
3. if desirable, the establishment of class size guidelines;
4. the equitable distribution of on-call assignments;
5. whether or not on-call guidelines **are** desirable; and
6. if desirable, the establishment of **on-call** guidelines.

The Committee shall report to the Board **and** the **Federation** by January 31, 1993.

It is the Board's intention to continue its existing practices with respect to the usage of on-call **periods** during the **term** of this Committee's **existence**, unless the parties agree otherwise.

**FOR THE BOARD**

*Amel C. Hardy*  
\_\_\_\_\_

*Ann. Sisney*  
\_\_\_\_\_

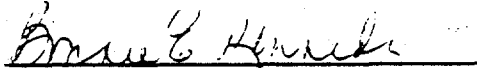
**FOR THE FEDERATION**

*Peter A. Carroll*  
\_\_\_\_\_

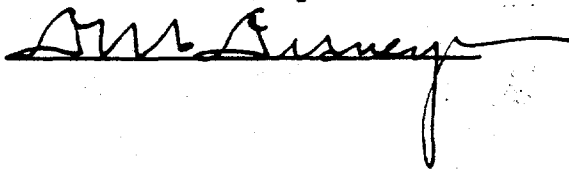
*J. H. [unclear]*  
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LETTER OF UNDERSTANDING

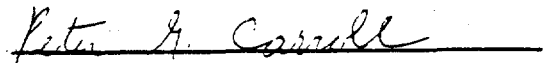
As a temporary measure, to assist with **added** administrative duties resulting from high enrolment at I.E. Weldon Secondary School, the staff will be increased by one full time equivalent **upon** ratifying this agreement. **This** temporary arrangement will continue for the life of this agreement.

FOR THE BOARD

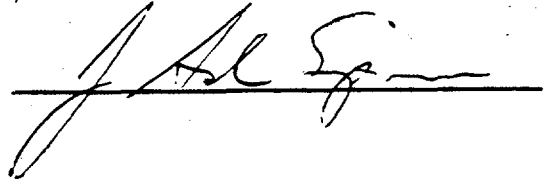
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FOR THE FEDERATION

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LETTER OF UNDERSTANDING

SCHOOL DAY COMMITTEE

The parties shall establish a School Day Committee consisting of three (3) members appointed by the Branch Affiliate and three (3) members appointed by the Board.

The Committee will hear delegations and receive reports and proposals regarding proposed changes to the school day or proposals for alleviating problems arising from increased enrolment.

The Committee shall report to the parties by February 15, 1993 regarding proposed changes to be implemented for the 1993-94 school year.

The Committee shall be re-convened at the request of either party.

FOR THE BOARD

Marie E. Kennedy  
Ann Siskin

FOR THE FEDERATION

Peter H. Cassell  
J. H. Spence

**LETTER OF UNDERSTANDING**  
**RESTRUCTURING COMMITTEE**

In recognition of the implementation of destreaming in the secondary panel and other proposed government educational restructuring initiatives and the Minister's challenge to the Education Sector to develop a sectoral plan for structuring which is to include new ways of doing business which will 1) reduce the cost of education services; 2) maintain education service; 3) preserve jobs to the greatest extent possible, the parties agree to establish the following committee structures:

1. **COORDINATING COMMITTEE**

- (a) A Coordinating Committee will be established consisting of the following members:
- 5 members appointed by the Board
  - 5 members appointed by the Branch Affiliate
  - 3 School Administrators who shall serve in an advisory capacity to both parties.
- (b) The mandate of the Coordinating Committee is to examine alternatives and make recommendations to the parties regarding the following:
- proposed changes to the delivery of program necessitated by the implementation of destreaming in the secondary panel.
  - proposed educational restructuring in the secondary panel necessitated by Ministry educational initiatives.
  - "present ways of doing business" in the secondary panel and proposed alternatives to existing practice based on the three criteria stated above.
- (c) The Coordinating Committee will present recommendations to the parties by:
- March 31, 1993 regarding any changes to be implemented in the 1993-94 school year
  - January 31, 1994 regarding all other initiatives.

## 2. SCHOOL COMMITTEES

- (a) School Committees will be established consisting of the Principal or Vice-Principal, four (4) committee members appointed by the Principal and four (4) committee members elected by the **staff** of the school.
- (b) The mandate of the School Committees is to examine and report to the Coordinating Committee **proposed** initiatives related to:
- e changes to the delivery of program in the school related to the implementation of **destreaming** in the secondary panel and any future educational initiatives for change by the **Ministry** of Education which relate to the secondary panel.
  - other **issues** at the request of the **Coordinating Committee**.

An initial responsibility will be to make recommendations regarding positions of added responsibility affected by the implementation of **destreaming**.

3. Teachers in charge of organizational units, **as of September 1, 1992**, shall **suffer** no loss of position, allowance, or administrative time **for the school** year 1993-94 as a result of implementation of **destreaming** in the secondary system.

FOR THE BOARD

Anne E. Knack

John A. Dunne

FOR THE FEDERATION

Peter G. Carroll

J. A. Egan

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**VICTORIA COUNTY BOARD OF EDUCATION**  
**AM)**  
**O.S.S.T.F. VICTORIA DIVISION**

Subject to the Letter of Understanding entitled "ADULT EDUCATION AND TRAINING CENTRE" dated January 23, 1995 and the Letter of Understanding entitled "EFFECT OF HIRING FOR ADULT EDUCATION AND TRAINING CENTRE ON SOCIAL CONTRACT" dated January 26, 1995 between the parties:

Guidance services for Day and Night School at the Adult Education and Training Centre shall be provided with a .5 F.T.E. teacher covered by all articles of this Collective Agreement. These services will be provided during the day for day school students enrolled at the Adult Education and Training Centre and in the evening for night school students.

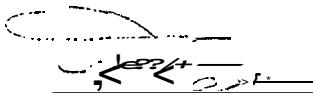
A timetable covering the remainder of the first semester of the 1995-96 school year is attached as information.

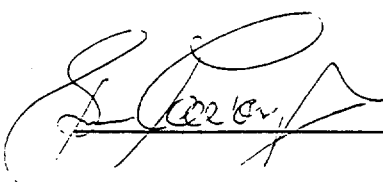
The scheduled work time on any school day will occur either from 8:30 a.m. to 11:02 a.m. or 6:30 p.m. to 9:02 p.m. The teacher will be given his/her schedule for Semester 1 and 2 by August 24 and January 24 respectively. A copy shall be sent to the Division President.

The terms of this Letter of Understanding are grievable in accordance with Article 19 of the Collective Agreement.

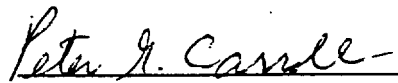
Dated: October 11, 1995

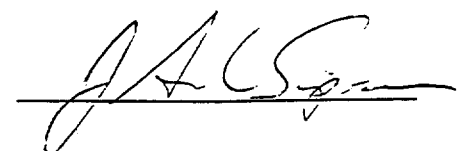
For the Board

  
\_\_\_\_\_

  
\_\_\_\_\_

For the Federation

  
\_\_\_\_\_

  
\_\_\_\_\_

## ARTICLE 32 - CONTINUING EDUCATION

32:01 For the purpose of this Collective Agreement, a "Continuing Education Teacher" shall be defined as a Teacher employed by the Board to teach or perform duties requiring a teaching certificate in the secondary program under a Continuing Education Teacher Contract (Form #3) as prescribed by the Education Act and its Regulations.

32:02 The Board recognizes that O.S.S.T.F. **has** the authority to bargain for all such Continuing Education Teachers employed by the **Board**.

32:03 This Article shall be deemed to form part of the individual contract of employment between the Board and each Continuing Education Teacher, in accordance with Section 54 (1) of the School Boards and Teachers Collective Negotiations Act 1980.

32:04 A credit shall be defined for the purpose of this Article as a course taught in the Night School or Summer School program for the number of hours determined by Ministry of Education requirements for the granting of credits.

Courses of Studies shall meet the requirements of the Ministry of Education and the Victoria County Board of Education. Approved County programs where available must be used in all subjects.

32:05 This Article and the following provisions of the collective agreement shall be the only provisions which apply to Continuing Education Teachers:

Article 1 - Definition  
Article 2 - Effective Period and Renewal  
Article 3 - Recognition  
Article 4 - Management Rights  
Article 19 - Grievance Procedure  
Article 27 - Medical Procedures  
Article 31 - ~~Health~~ and **Safety**

32:06 **POSTING OF VACANCIES**

The Board shall post in each school all vacancies for 8 calendar days prior to the closing date, **and** may simultaneously advertise provincially.

**All** internal applicants who are qualified shall receive an interview for the position.

It is understood that the Board is under no obligation to appoint any applicant resulting from the posting.

32:07

### RECOGNITION OF EXPERIENCE

A full-time teacher assigned a night school and/or summer school credit course shall not accumulate greater **than** one full year's experience for any one school year.

A part-time teacher assigned a night school and/or summer school credit course shall accumulate experience up to a maximum of one year's experience in any one school year.

32:08

### SICK LEAVE

A teacher of summer school may be absent without interruption of *salary* for up to 2 days during the period of summer school for reasons of bereavement or illness.

A teacher of Night School may be absent without interruption of salary for 10 teaching hours during the teaching of a credit for reasons of bereavement or illness.

32:09

### COMPENSATION

Rates of pay for Continuing Education teachers are as follows:

- (a) Summer School Teachers - per hour = \$29.09
- (b) Night School Teachers

Night School Teachers shall be paid rates of pay based on experience in teaching Night School in accordance with the following schedule:

<u>Night School Experience</u>	<u>Hourly Rate</u>
<b>Start</b>	\$29.09
4 Credits Taught	\$33.00

- (c) Summer School Principal - \$4311/year
- (d) Correspondence Courses
  - Basic Level \$7.00 per lesson marked
  - Other Intermediate Division \$10.00 per lesson marked
  - Other Senior Division \$11.00 per lesson marked
  - O.A.C. \$13.00 per lesson marked
- (e) Counsellors - \$29.09 per hour

- (f) Teachers of Home Study Credits - \$29.09 per hour
- (g) Where the credit course the teacher has been hired to teach is cancelled, and the cancellation occurs after the classes have begun, the teacher shall continue to be employed for a minimum of one (1) instructional class and shall be assigned duties by the principal.

32:10 Summer School staff shall include the following positions:  
 - one full-time principal  
 - library and guidance teachers as required

32:11 **FEDERATION FEES**

- (a) The Board shall deduct Federation Fees from each pay from teachers of continuing education, and remit them in the regular manner to the Ontario Teachers' Federation. The Federation shall notify the Board as to the amount of such fees.
- (b) The Board shall deduct on behalf of the Branch Affiliate a levy. The Branch Affiliate shall notify the Board in writing no later than June 30, the total amount of the levy per member.

32:12 In the event there is any expansion of Continuing Education Programs which affects Continuing Education Teachers the terms and conditions of employment shall be negotiated by the parties.

**FOR THE FEDERATION**

*Peter H. Carroll*  
 \_\_\_\_\_  
*J. Al. Sigs*  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR THE BOARD**

*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_

LETTER OF UNDERSTANDING  
BETWEEN  
VICTORIA COUNTY BOARD OF EDUCATION  
AND  
O.S.S.T.F. VICTORIA DIVISION

ADULT EDUCATION AND TRAINING CENTRE

In February 1995 the Board will open an Adult Education and Training Centre as part of Lindsay Collegiate and Vocational Institute. The Centre will be located in the 'Old Manor'.


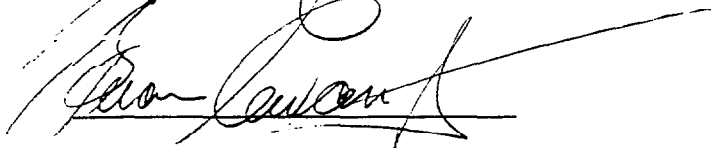
This Letter of Understanding is intended to clarify a number of Collective Agreement issues as they relate to the Centre's operation.

1. Article 24 -- outlines the number of days in the school year as 185 instructional days and 9 professional activity days. It is understood that the school year for the teaching staff at the Centre will consist of the same number of instructional days and will include the same number of professional activity days as the regular school program. The parties recognize that exam days and professional activity days may occur according to a schedule different from that of the regular school program except for the professional activity day designated by Article 24 as falling on the second Friday in November. This day, on which activities are organized by the Federation, shall be common to all Branch Affiliate members. Social Contract days will be taken at the same time as all other OSSTF affiliated members.
2. Article 22 -- deals with the number and length of teaching periods. The parties agree that the day at the Centre would be scheduled differently but would still cover 228 minutes of instruction. The day would be divided into two 114 minute periods rather than the three 76 minute periods outlined in Article 22.
3. Article 33 -- Unassigned time/supervisory time  
The parties agree that the timetable of teachers at the Centre should demonstrate equity and fair practice relative to the intent of this article. The Article provides a seventy-six minute period which is split one-half for teacher preparation time and one half "on call" time. Since there will be no "on calls" the teacher can be assigned, in lieu, the supervision of students who are at the Centre working. It is agreed that the Principal will work together with the teacher in designing a schedule that reflects this intent.
4. The modifications outlined in 1, 2, and 3 of this Letter of Understanding are grievable in accordance with Article 19 of the Collective Agreement.

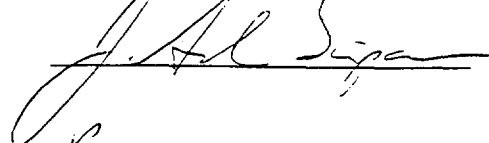

5. This Letter of Understanding is effective to August 31, 1996.

DATE: JANUARY 23, 1995

~~FOR THE BOARD~~

~~FOR THE FEDERATION~~

**AGREEMENT**

between

THE VICTORIA COUNTY BOARD OF EDUCATION

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
Victoria Division, District 50

**Unemployment Benefits**  
**Hours of Insurable Employment - Methods of Determination**

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, ~~Part~~ II Vol. 130, No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods ~~so~~ that employers can complete the Records of Employment for employees not paid on an hourly basis.

The parties agree, under Section 10 (2) of this regulation that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that full-time teachers shall be deemed to have worked seven (7) hours each school day they are employed. Part-time teachers shall be deemed to have worked hours per day that ~~are~~ pro-rated accordingly.


Dated this 17th. day of December 1996 at Lindsay, Ontario.

Victoria County Board  
of Education

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
Director of Education

Ontario Secondary School  
Teachers' Federation  
Victoria Division, District 50

  
\_\_\_\_\_  
President

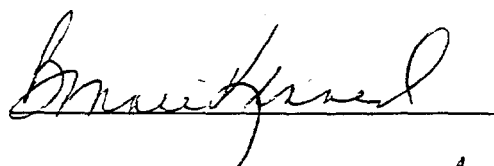
\_\_\_\_\_  
Chief Negotiator

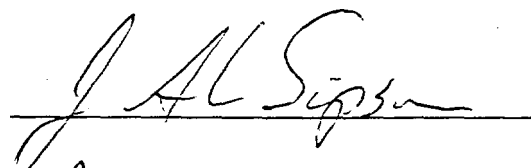
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE VICTORIA COUNTY BOARD OF EDUCATION**  
**AND**  
**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**  
**VICTORIA DIVISION**  
**ADULT EDUCATION AND TRAINING CENTRE**

On January 23 and October 11, 1995, the Board and the Federation signed Letters of Understanding pertaining to the Adult Education and Training Centre, covering the 1995-96 school year.

The parties agree to extend these two Letters of Understanding for a further one (1) year period of time to cover the 1996-97 school year.

Dated at Lindsay, Ontario this 26th day of <sup>JUNE 1995</sup> ~~April~~ 1996.

  
Elaine Dalton  
The Victoria County Board of Education

  
Peter H. Carroll  
Ontario Secondary School Teachers'  
Federation, Victoria Division