

Collective Agreement

between

**The Ontario Secondary School Teachers' Federation
District 7**

and

Bluewater District School Board

Begins:

09/01/2001

Terminates:

08/31/2004

11199 (04)

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COLLECTIVE AGREEMENT

Made this 26th day of June, 2003.

BETWEEN

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 7

AND

BLUEWATER DISTRICT SCHOOL BOARD

ARTICLE I - PURPOSE

1.01

It is the intent and purpose of the parties to this Agreement, hereinafter referred to as "the Agreement", to set forth certain of the conditions of employment together with the salaries and the allowances which govern all Bargaining Unit Members who are covered by the Agreement.

ARTICLE II - EFFECTIVE PERIOD

2.01

The Agreement shall be effective September 1, 2001, and shall remain in force and be in effect until August 31, 2004 and shall continue automatically thereafter for annual periods running from September 1 to August 31 unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

2.01.01

Notwithstanding the period of notice cited in 2.01, either party may notify the other, in writing within the period commencing January 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

2.01.02

If either party gives notice of its desire to negotiate amendments in accordance with 2.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.

2.02

All terms remain in effect except those relating to total number of FTE Bargaining Unit Members, staffing in Article 23.01, which will change effective September 1 consistent with regulations and legislation.

2.03.01

In the event that the Legislature of the Province of Ontario passes or amends Statutes and Regulations, and where such changes, in the opinion of either of the parties, result in the current Collective Agreement not complying with Provincial Legislation, the parties shall meet within twenty (20) days upon either party becoming aware of such changes to negotiate appropriate changes to comply with the Legislation.

2.03.01

In the event that the Legislature of the Province of Ontario passes or amends Statutes and Regulations, and where such changes, in the opinion of either of the parties, result in the current Collective Agreement not complying with Provincial Legislation, the parties shall meet within twenty (20) days upon either party becoming aware of such changes to negotiate appropriate changes to comply with the Legislation.

2.03.02

The parties will bargain in good faith to reach an agreement pursuant to 2.03.01. It is understood that only those sections relevant to the Legislation and Regulations referred to above shall be subject to the negotiations entered into as a result of 2.03.01.

2.03.03

If the parties have been unable to reach an agreement, the items in dispute between them may be submitted to voluntary binding arbitration by a single arbitrator mutually agreed upon by the parties. Should the parties not elect voluntary binding arbitration, the issues in dispute shall remain the subject of subsequent negotiations.

2.04.01

Amendments (additions or deletions) to the clauses defined herein shall be made only by mutual written consent of the parties concerned in this Agreement. No changes can be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

2.04.02

This Agreement shall supersede all previous Agreements. Except for error, inadvertence or omissions, it shall form the basis of computing all salaries and determining other conditions defined herein.

2.05

This Agreement shall be deemed to form the contract of employment between the Board and each Bargaining Unit Member.

ARTICLE III - RECOGNITION

3.01

The Employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate on behalf of its members

3.01.01

The Employer recognizes that the Bargaining Unit or its designate is authorized to negotiate on behalf of all Members of the Bargaining Unit.

3.01.02

The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, council, or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

3.01.03

The Employer recognizes the right of OSSTF to represent a member at any meeting when the conduct or competence of the member is being considered, which will lead to discipline. The Employer further recognizes the right of the member to request OSSTF representation in the above matters, which lead to discipline and the right of a member to be advised, in advance, if a meeting will be considering his/her conduct or competence, or leads to discipline of the member.

3.01.04 Just Cause

No Bargaining Unit Member shall be demoted, disciplined, or discharged without just cause.

3.02

The Employer agrees that it shall not administer the Collective Agreement in such a way that acts arbitrarily, discriminatorily, or in bad faith.

3.03 Personnel Files

Following the written request of a Bargaining Unit Member to the Employer, all information in all files pertaining to the Member will be made available to the Member, or designate, for inspection. The designate, shall have written authorization from the Member requesting the Member's files. A Member has the right to a photocopy, at the Member's expense, of any material in the file.

3.03.01

Disciplinary materials on suspensions or regarding harassment or assault may remain in a Member's file. Other disciplinary material shall be removed after two (2) discipline free years.

3.04 Replacing Absent Teachers

3.04.01

Except as provided for under Article XXIII, a Bargaining Unit Member shall be hired to fill any vacancy arising owing to the death of an employee during the school year, with reference to assignment.

3.04.02

A vacancy created by 3.04.01 shall be advertised as per Article XI.

3.05

The Parties agree that there shall be no strike or lock-out during the term of this agreement. The terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

3.06

Employment is conditional on membership with the Ontario College of Teachers or a Ministry of Education Letter of Permission.

ARTICLE IV - GRID PLACEMENT, EXPERIENCE CREDIT AND IMPLEMENTATION

4.01.01

The Employer recognizes the current Rating Statement of the Ontario Secondary School Teachers' Federation Certification Rating Board, or the appropriate previous Certificate Rating Statement as the document for Group Placement.

4.01.02

It shall be incumbent upon the Bargaining Unit Member to provide documented proof in the form of a Certificate Rating Statement from the Ontario Secondary School Teachers' Federation as to the Members' appropriate group classification.

4.01.03

No Bargaining Unit Member shall be newly employed at a salary other than that being paid to another member having the same or equal qualifications, experience and responsibility.

4.01.04

Upon receipt of the Bargaining Unit Member's Certification as per, 4.01.02 retroactive salary adjustments shall be made using one of the following two methods:

4.01.04.01

if the date of qualification is prior to the commencement of teaching duties for the school year, the adjustment date shall be the first pay in that school year; or

4.01.04.02

if the qualification date is subsequent to the commencement of teaching duties for the school year, the adjustment date shall be the date on the certificate from the university.

4.01.04.03

Bargaining Unit Members must provide proof of the change of Group Placement as in 4.01.01 within a year to be eligible to receive retroactive salary identified in 4.01.04.01 and 4.01.04.02.

4.01.04.04

Full retroactive pay under 4.01.04 shall be made within forty-five days (45) following receipt of the certificate from the university or a revised Certificate Rating Statement reflecting additional qualifications.

4.01.05

Bargaining Unit Members newly hired to the Board shall be placed in the group consistent with the Certificate Rating Statement issued to them, and shall be paid Group 1 step 0 until the requirements of 4.01.04 have been fulfilled.

4.01.06

Bargaining Unit Members who lack basic qualifications for teaching in Ontario Secondary Schools shall be paid in Group 1 Step 0.

4.01.07

Bargaining Unit Members employed on Letters of Standing shall be paid according to their Letter of Evaluation as determined by the Ontario Secondary School Teachers' Federation Certification Rating Board. Until the Letter of Evaluation is provided to the Board, Members under this article shall be paid Group 1 Step 0.

4.02 Teaching Experience for the Purpose of Grid Placement4.02.01 Allowances for Teaching and Related Experience

The allowance paid for elementary, secondary, and post-secondary teaching experience shall be in accordance with this article and the applicable salary grid and shall be based on experience as at the beginning of the school year.

4.02.02

Where a Branch Affiliate Member having taught part of a year for the Board and having been removed from the payroll, except in cases of Workplace Safety and Insurance Board, continues to teach for the Board in the ensuing academic year, the amount of increment applied to salary shall be prorated in accordance with the number of months, or major fraction thereof, of actual teaching divided by the ten (10) months of the school year.

4.02.03

In the case that a Bargaining Unit Member's absence for illness is recognized as a valid claim by the Workplace Safety and Insurance Board, that Member shall be deemed a continuing member of the staff for increment purposes.

4.02.04

Each year of other related teaching experience shall be equivalent to one year of experience on the Basic Salary Schedule provided that the teaching experience was obtained from a recognized teaching or educational institution.

4.02.05 Experience Credit for Industrial and Trade-related Experience

Each year of industrial experience above the requirements for entrance to a Faculty of Education for technical teachers shall be equivalent to one year of experience on the Basic Salary Schedule. Criteria for determining experience will be decided by the Board. Any changes to the criteria shall be by mutual written agreement by the Board and the Bargaining Unit.

4.02.06 Experience Credit for Business and/or Professional Experience

Each year of business and professional experience acquired after graduation from a University or other acceptable post-secondary school of learning, or above the requirements for entrance to a Faculty of Education shall be equivalent to one year of experience on the Basic Salary Schedule. Criteria for determining experience will be decided by the Board. Any changes to the criteria shall be by mutual written agreement by the Board and the Bargaining Unit.

4.03 Documentation

The onus shall be on the Bargaining Unit Member to produce verification of the types of experience set forth in clause 4.02, in the form of a certificate of experience or a letter of certification relating to the type of experience claimed and over the signature of a former Board or company official.

4.03.01

Upon hiring a Bargaining Unit Member, the Employer shall furnish a statement to the Member of any credits granted under 4.02.

4.03.02

The statement given to the Bargaining Unit Member in 4.03.01 by the Employer shall indicate for each type of credit granted:

4.03.02.01

the total number of years accepted by the Employer at the time of hiring;

4.03.02.02

the total number of years documented by the Bargaining Unit Member under each type of credit granted.

4.04 Continuance of Credit for Related Experience

4.04.01

Commitments made by the Employer or its predecessors to individual Bargaining Unit Members, as to the number of years for related experience of any type, shall be honoured during the term of the Member's employment.

4.04.02

Any Bargaining Unit Member who believes to have a claim to an increase in the dollar amount, may document the Member's claim and an adjustment shall be made, subject to clause 4.02, the Employer will supply the Member with an additional copy of the ruling. Should a salary adjustment be made, such adjustment shall become effective on the 1st day of the month following acceptance of documentation supplied by the Member.

4.05

Full retroactive pay, if any, shall be paid within forty-five (45) days following ratification of a new Agreement by the Parties.

ARTICLE V - SALARY SCHEDULE

5.01

Effective June 30, 2003

Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	33671	34791	38212	39949
1	36196	37598	41254	43263
2	38720	40404	44297	46579
3	41246	43210	47340	49893
4	43771	46016	50381	53209
5	46294	48823	53423	56524
6	48822	51629	56467	59840
7	51348	54434	59509	63154
8	53872	57243	62550	66468
9	56396	60047	65592	69786
10	58922	62854	68635	73100

Effective September 1, 2003

Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	34418	35563	39060	40836
1	37000	38433	42170	44223
2	39580	41301	45280	47613
3	42162	44169	48391	51001
4	44743	47038	51499	54390
5	47322	49907	54609	57779
6	49906	52775	57721	61168
7	52488	55642	60830	64556
8	55068	58514	63939	67944
9	57648	61380	67048	71335
10	60230	64249	70159	74723

Effective August 31, 2004

Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	35007	36171	39728	41534
1	37632	39090	42891	44980
2	40256	42007	46055	48427
3	42883	44925	49218	51873
4	45508	47842	52380	55320
5	48131	50760	55543	58767
6	50759	53678	58708	62214
7	53385	56594	61870	65660
8	56010	59514	65032	69105
9	58634	62430	68195	72555
10	61260	65348	71358	76001

ARTICLE VI - POSITIONS OF RESPONSIBILITY

6.01

Positions of Responsibility will be allocated to secondary schools based on the Ontario curriculum disciplines with groupings of greater than nineteen sections and groupings of ten to nineteen sections. Curriculum areas not so covered will be combined at the discretion of the school principal, with input provided from the in-school staffing committee.

Guidance, special education areas and Co-op will be considered as curriculum disciplines. Library will be included in the calculation for positions of responsibility.

6.01.01

The number of sections will be determined following staffing allocations based on projected enrolments and allocation of sections with final adjustments based upon September 30th.

6.01.02

Allowances will be \$2000 for groupings of greater than nineteen (19) sections and \$1500 for groupings of ten (10) to nineteen (19) sections.

6.01.03

The total number of positions will vary from year to year based upon projected enrolment and allocation of sections, as of the fifteenth school day in June.

6.02

Successful candidates will be appointed for a one year term with the option to continue for a second year, conditional on 6.01 clauses.

6.03

At Bruce Peninsula District Secondary School, three positions of responsibility will be allocated based upon curriculum discipline groupings of greater than ten sections.

6.04

These positions are voluntary and acceptance of such positions is at the discretion of the Member.

6.05

Positions of Responsibility which become vacant during the school year and which will remain vacant for more than thirty days shall be filled on an interim basis.

6.05.01

Positions of Responsibility shall be posted in accordance with Article 11.01.

6.06

The duties assigned to Positions of Responsibility may include curriculum development and implementation, advising on school course offerings, curriculum assignments, acquisition of educational resources and advising on other related duties.

6.06.01

No duties assigned Bargaining Unit members in Positions of Responsibility will involve discipline or evaluation of Members.

6.07

The responsibility allowance paid to an individual in an interim position shall be prorated, based upon the number of days worked in that position divided by 194 school days.

ARTICLE VII - CONTINUING EDUCATION

7.01

This Article contains all conditions of employment applicable to the operation of (a) continuing education course(s) or class(es) established in accordance with Ministry of Education regulations. All such credit courses or classes shall be taught by Bargaining Unit Members.

7.02 Rates of Payment

Continuing Education Teacher - \$35.00 per hour.
The above rate includes holiday and vacation pay.

7.03 Method of Payment

Teachers will be paid on a bi-weekly basis.

7.04 Federation Fees

The Board shall deduct the fees as stipulated by the Federation. The deductions will be made on an estimated basis over the number of pay periods with the balance constituting the last payment.

7.05 Seniority and Experience

A full-time Bargaining Unit Member assigned a Continuing Education credit course(s) shall not accumulate seniority and/or experience greater than one full year's experience for any one school year. A part-time Member shall accumulate seniority and/or experience up to one full year's experience for any one school year.

7.06 Leave Plans

As applicable under the Acts and Regulations of the Province of Ontario.

7.07 Grievance Procedure

The Grievance Procedure shall be as outlined in this collective agreement.

7.08

In the event permission is given by the Minister of Education to implement an extended school day, then the Parties shall meet to determine any changes required to Article VII.

ARTICLE VIII - ALLOWANCES FOR EXTRA DEGREES AND QUALIFICATIONS

8.01

An allowance of \$1,338.00 shall be granted for one Doctorate from a Canadian University, or an equivalent institution, as decided by the Director of Education.

8.02

An allowance of \$1,051.00 shall be granted for one Master's Degree from a Canadian University, or an equivalent institution, as decided by the Director of Education.

8.03 Professional Accountants' Appellation

The allowance for a C.A., C.G.A., R.I.A., or C.M.A. for any Bargaining Unit Member who holds a University Degree shall be \$877.00.

8.04

An allowance of \$401.00 shall be granted for one extra undergraduate degree from a Canadian University or an equivalent institution.

(NOTE: A Bachelor of Education degree beyond that granted as part of professional training shall be granted at one third of the rate identified above.)

8.05

The highest one of the allowances set forth in 8.01, 8.02, 8.03 and 8.04 shall be paid above group and shall have the effect of piercing maximum for all Bargaining Unit Members.

8.06

To be eligible for allowances under this Article, degrees claimed in Article VIII shall, according to the Certification Rating Statement and all other relevant documents, be clear and above other certification requirements.

ARTICLE IX - METHOD OF PAYMENT**9.01**

Salary and allowances shall be paid to Members bi-weekly (26 pays per 12-month school year (first pay prior to Labour Day).

In years where there are 27 pay periods, the pays will be prorated over the 27 pays.

The 2003/2004 school year will be considered a 27 pay period year beginning August 15, 2003.

Members retiring, beginning a maternity leave or leave of absence at or after the end of the instructional year must provide four weeks notice to receive the remainder of the annual salary in advance of the final pay of the school year.

When a scheduled pay falls on a holiday, the pay date shall be the preceding school day.

Members shall receive an annual pay schedule in September.

9.02

A Bargaining Unit Member employed less than a full year shall be entitled to be paid the Member's salary in proportion to the total number of school days for which the Member performs the Member's duties in the school year based on a total of 194 days.

9.02.0 ■

Part time classroom Bargaining Unit Members will be paid a prorated salary based on workload as referenced in 24.09.

9.03

If a payday falls on a bank holiday, then the day prior to the bank holiday will be payday.

9.04

Federation fees shall be deducted in twenty-one instalments. Amendments to the current Federation fees structure and/or deduction schedule may be made by the Bargaining Unit, provided the Administrator of Employee Relations has been notified at least thirty (30) days prior to the change(s) taking place.

9.05

Where an error in a Bargaining Unit Member's pay cheque has been detected, the error will be corrected, based on employee consultation.

9.06

Where an error affecting the payroll of the Bargaining Unit Members has been detected, the method of correcting and adjusting the error shall be communicated to the President of the Bargaining Unit prior to implementation.

ARTICLE X - FEDERATION DUES AND BARGAINING UNIT LEVY

10.01

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

10.01.01

The OSSTF dues deducted in 10.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, the number of days worked, salary for the period and the amounts deducted.

10.02

Levies specified by the Bargaining Unit in 10.01 shall be deducted and remitted to the Treasurer of OSSTF District 7 no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, the number of days worked, salary for the period and the amounts deducted. The Levy shall be deducted from all Bargaining Unit Members over the ten (10) months of the school year.

10.03

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

ARTICLE XI - VACANCIES

11.01

All postings for Bargaining Unit positions shall be advertised internally for a minimum of five (5) consecutive working days. Internal postings will be for three (3) consecutive working days if posted between June 1 and June 30.

11.02

Current Bargaining Unit Members who apply under 11.01 and meet Ministry of Education qualifications or **may** become qualified prior to the commencement of the next school year shall receive consideration for such positions advertised and shall be appointed to such positions unless cause for refusal **is** provided in writing.

11.03

Acceptance of the position as advertised in 11.01 is at the discretion of the Bargaining Unit Member.

11.04

External advertising of the vacant position shall take place only after the process described in 11.01, 11.02 and 11.03 has been completed.

ARTICLE XII - TRANSFERS

This Article shall be inoperative for the 2003/2004 school year. (No notices of transfer will be given in June 2003 for effect in the 2003/2004 school year.)

12.01 System Initiated Transfer (Involuntary)

12.01.01

A transfer exists **if** the Employer requests a Bargaining Unit Member to move to a new school location to a

temporary or permanent vacancy.

Transfers will be based on seniority.

12.01.02

Transfers, unless agreed to by the Member, shall occur in June.

The reason for transfer is the need for the member's qualifications at another school.

12.01.02.01

Prior to transferring a Bargaining Unit Member under 12.01.01, every attempt will be made by the Principal to organize the school timetable to accommodate the current bargaining unit members of the school.

12.01.03

Upon the Bargaining Unit Member's transfer to the new position in 12.01.01, the Employer shall pay \$1,500, prorated for the portion of the school year the Member works at the new site.

12.01.04

The Bargaining Unit will be informed of all transfers and involved in an exploration of alternative options.

12.01.05

Members transferred under clause 12.01.01 shall be returned to their school of origin at the end of the school year and be subject to the surplus and redundancy procedures.

ARTICLE XIII - SURPLUS AND REDUNDANCY

13.01 Definitions

13.01.01

Redundancy of staff (to the District) occurs when there are fewer positions available in the District for the next school year, as determined by Article XIII, than there are Bargaining Unit Members currently employed.

13.01.02

Surplus (to a school/work location) occurs when there are fewer positions available in a school or work location for the next school year, as determined by Article XIII, than there are Bargaining Unit Members currently assigned to that school or work location after the application of the redundancy process.

13.01.03

A 'vacancy' is defined as an F.T.E. need at a school or site without any reference to teaching subjects or instructional responsibility.

13.01.04

A 'position' is defined as an F.T.E. need at a school or site with specific reference to teaching subjects or instructional responsibility.

13.01.05

All written notices issued to Bargaining Unit Members under this Article shall be copied to the Bargaining Unit President at the same time.

13.01.06

Dates outlined in this article may be changed by mutual agreement of the parties to the agreement.

13.01.07

When the Board requires that a member be qualified for a position being offered, the qualifications referred to are those on the Member's Certificate of Qualification from the Ontario College of Teachers.

13.01.08

For the purpose of surplus and redundancy Members working at associate school sites shall be part of a school site in accordance with the list below:

Member(s) at Pine Hill shall be associated with Chesley District High School;
 Member(s) at Hincks/Dellcrest shall be associated with Georgian Bay Secondary School;
 Member(s) at the Bruce Grey Children's Services position in Owen Sound shall be associated with West Hill Secondary School;
 Member(s) at the O.E.C. shall be associated with their school of origin and
 Member(s) at the B.N.P.D. site shall be associated with their school or origin.

13.01.09

Members seconded to a system position shall be subject to the redundancy procedure at the end of each school year and subject to the surplus and redundancy procedures at the end of the secondment. For the purpose of the surplus and redundancy procedures, all such members shall be associated with their school of origin and immediately returned to their system position, if not declared redundant, for the next school year.

13.02 Process for Determining Vacancy and/or Surplus and Redundancy

13.02.01

Annually, by March 1, the Director or designate (Superintendent of Secondary Education) shall provide the Bargaining Unit President or designate with a District Seniority List in accordance with Article XV. The District Seniority List shall be used to determine any Bargaining Unit Member(s) declared redundant to the Employer or surplus to his/her work location as per 13.01.01 and 13.02.02.

13.02.02

By April 1, the Employer will share with the District Secondary School Staffing Committee the following preliminary information:

- tentative student credit selection
- tentative projected classroom and non-classroom staff needs
- current leave status of all Bargaining Unit Members as well as an updated list of leave requests.

13.03

No later than May 1, the Director or designate (Superintendent of Secondary Education), will convene a meeting of the District Secondary School Staffing Committee to provide an update of the information provided in clause 13.02.01.

13.04

By May 1, the District Secondary School Staffing Committee shall review the following:

13.04.01

Bargaining Unit Members who may be declared redundant to the District beginning with the Member lowest on the District Seniority List and extending consecutively up the list in accordance with the F.T.E. number to be declared redundant;

13.04.02

the number of available positions at each work location as a result of 13.04.01;

13.04.03

the current Recall List.

13.05

All postings for Bargaining Unit vacancies and positions shall be advertised internally for a minimum of five (5) consecutive working days. Internal postings will be for three (3) consecutive working days if posted between June 1 and June 30.

13.06 System Redundancy

13.06.01

By May 15, the Director or designate shall call a meeting with and notify, in writing, those Bargaining Unit Members who may be redundant to the District. Options, if any, which may alleviate the redundant

situation, will be identified at the meeting. Representatives of the Bargaining Unit shall be invited to this meeting.

13.06.02

By May 31 the Director or designate (Superintendent of Secondary Education) will notify, in writing, the Bargaining Unit Members who may be placed on lay-off subject to recall.

13.06.03

A Bargaining Unit Member who is declared redundant to the District shall be placed on lay-off subject to recall.

13.06.04

A Bargaining Unit Member who is declared redundant to the District and shall be placed on lay-off subject to recall and will be paid a severance allowance based on the following scale, on service with the Employer, or its predecessor Boards and on the Member's grid salary at the time of removal from the Recall List (Article 14.01).

For 2 years of Service	20%
For 3-4 years of Service	30%
For 5-6 years of Service	40%
For 7 or more years of Service	50%

13.06.05

Redundant Bargaining Unit Members may be considered eligible for retraining (intended as retraining for future vacancies).

13.07 School Surplus

13.07.01

By May 25, the Board will determine and provide to the Bargaining Unit President, the allocation of staff to each worksite and the number of vacancies at each worksite as a result of leaves, retirements and declaration of redundancies. Those surplus to their school/worksite will be identified.

13.07.02

By May 31 the Director or designate shall notify, those Bargaining Unit Members who may be surplus to their work locations and who may be reassigned.

13.07.03

Bargaining Unit Members will be declared surplus to Work location(s), if required, beginning with the Member lowest on the District Seniority List and extending consecutively up the list in accordance with the F.T.E. number to be declared surplus.

13.07.04

During the first two weeks of June there will be one posting of all vacant positions. These shall be advertised internally and subject to 11.02. Only those members who are not redundant and not surplus may apply for these positions.

13.07.05

Prior to the eighth school day in June all positions, for which there were eligible candidates shall be filled.

13.08 Placement of Surplus to School Teachers

13.08.01

On the tenth school day of June, the Director or designate shall notify those Bargaining Unit Members who are surplus to their work locations and who will be reassigned. Included with the notification will be a list of the current vacancies and a request to rank available vacancies.

Members so notified shall respond within three (3) school days and indicate their rank order preference for all available vacancies.

13.08.02

On the fifteenth school day of June, the Employer shall contact the Members surplus to schools in order of seniority and indicate the results of the preferences indicated in 13.08.01. The Member with the greatest amount of seniority will be relocated to the first location on his/her listed choice that has a vacancy. This process will continue until all Members who have been declared surplus to their work location have been placed.

13.08.03

Where a Bargaining Unit Member has been relocated to another work location through the application of 13.07.02, 13.07.03, and 13.08.01 and where a position in the Member's former work location occurs prior to the end of September for which the Member is qualified, the Member shall be notified by the Director or designate and shall be given the opportunity to return to the original work location. Where more than one Member is so eligible, the seniority list will apply.

13.08.04

Bargaining Unit Members on any approved leave shall be considered a Member of the staff of the school where the Member taught immediately prior to going on Leave and shall be subject to whatever Seniority, Redundancy and Surplus procedures are applicable to Members in determining placement for the school year following the Leave. While on Leave the Member shall not be considered part of the staffing complement as per Article XXIII.

ARTICLE XIV - RECALL

14.01 Recall

The Employer shall establish, maintain and provide to the Bargaining Unit a recall list of all Bargaining Unit Members declared redundant and whose names will remain on the list for twelve months.

14.02

Following the surplus to schools placement procedure, any available positions will be offered to members on the Bargaining Unit Recall List.

Positions not filled from the Recall List shall be posted internally.

Positions still unfilled following the internal posting process may be filled externally.

14.03

Upon completion of the process outlined in 14.02, Bargaining Unit Members on the recall list shall be recalled to positions based on seniority and qualifications for the position. The Members shall be reinstated as though there is no interruption in service.

14.03.01

A Teacher on recall shall be recalled to a temporary position arising due to an approved leave of absence of at least one semester in length in order of seniority and subject to qualifications. When the teacher on an approved leave of absence returns to his/her position, the recalled teacher shall return to the recall list until a subsequent position becomes available. A teacher on recall to a temporary position retains recall rights to a permanent vacancy as provided in article 14.03.

14.04

When a position becomes available, the Employer shall contact the member being recalled and shall offer the position.

14.05

Until the end of the first full week of school in September, a Member has the right to refuse a recall offer by the Employer without prejudice to the Member's recall rights. The Employer shall provide written confirmation of the offer and acceptance of the position.

14.05.01

If a member declines a position for which he/she is qualified after the first full week of school in September, no future calls will be made regarding vacant positions. The Member may apply to internal postings for the time remaining on the Recall List. The Member will also relinquish the right to severance under clause 13.06.04.

A Member who accepts a permanent position with another District School Board shall relinquish the right to severance under clause 13.06.04.

14.05.02

Refusal or acceptance of the offer will be given to the Employer within 24 hours.

14.06

Members who are on the recall list shall be recalled to staff positions based on seniority. The Member shall be reinstated as though there has been no interruption in service.

14.07

Any Bargaining Unit Member who is declared redundant and on the Recall List shall be allowed up to the equivalent of two (2) paid days to attend job interviews. Where reasonably possible, advance notice of this/these absence(s) will be given to the Member's Principal.

14.08

Redundant Members on the Recall List shall be entitled to continue to be enrolled in benefit plans in which the Members were enrolled immediately prior to being placed on the Recall List, at the Member's expense.

14.09

It is the responsibility of the Bargaining Unit Members who are eligible for recall to file with the Employer their most recent address and telephone number.

14.09.01

A Teacher on recall shall be considered an internal applicant for an additional 12 months and can apply to positions as an internal candidate.

14.10 School Closure

In any year in which the following 'school closure' provisions are enacted, 13.07.04 and 13.07.05 will be suspended.

14.10.01

In the event Members are declared surplus as a result of a school or site closure, the following procedure will take place for affected Members.

14.10.02

Members to be affected by a school or site closing shall be notified, in writing, of this impact on their next year's teaching location no later than five working days after the final decision is made to close the school. Copies of the letters will be forwarded to the Bargaining Unit.

14.10.03

Members who will be declared surplus as a result of a school closure will be notified, in writing, no later than 30 days after the final decision is made to close the school. Copies of the letters will be forwarded to the Bargaining Unit.

14.10.04

The staffing process for system redundancy and surplus to work location will be followed to place members affected by a school closure, with dates to be adjusted if necessary.

14.11

No Bargaining Unit Member shall be declared redundant to the Employer or surplus to his/her work location when a Member with less seniority has not been so declared.

14.12

No external advertising shall take place until all Bargaining Unit Members who have been declared surplus as a result of a school closing have been offered a vacancy. Members declared surplus as a result of a school closing shall be maintained at their equivalent F.T.E. status held at the time of their declared surplus.

ARTICLE XV - SENIORITY

15.01

The seniority list in place on August 31, 1998 shall be the basis for the seniority list developed under provisions of this article.

Seniority procedures shall be determined by placement on the appropriate OSSTF District seniority list as of December 1, 1997 in accordance with the length of continuous service in the bargaining unit since the date of last hire into the unit. Tie breakers shall be in accordance with the tie breaking procedures in the appropriate collective agreement as of December 31, 1997, whether the District 23 collective agreement with the Grey Board or the District 44 collective agreement with the Bruce Board.

Then the lists are to be dovetailed to create a single list. Any resultant ties shall be broken by lot as agreed to and conducted by the parties.

The process was completed by both parties on April 27, 1998.

15.02

The following seniority provisions shall apply to all new Bargaining Unit Members hired by the Employer on or after the first day of the 1998/1999 school year.

15.03

Seniority shall be the length of continuous service with the Bluewater District School Board as a Bargaining Unit Member from the first day worked after hiring. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

15.04

A seniority list for all Bargaining Unit Members covered by this agreement shall be established. It shall be composed of the seniority list referred to in 15.01 and any additions to the bottom of the list which result from the application of this article.

15.05

The list shall be rank ordered such that the most senior Bargaining Unit Member is at the top of the list and the most junior is at the bottom.

15.05.01

The seniority list shall be posted in all work locations and copies forwarded to the President of the Bargaining Unit no later than October 31 and March 1 of each school year.

15.06

Should a tie in rank ordering occur based on date of last hire the following criteria shall be used to break the tie:

15.06.01

total years of secondary experience with the Employer or its predecessor Board(s) as a Bargaining Unit Member; then

15.06.02

total years of secondary experience in the province of Ontario as an OSSTF Affiliate Member; then

15.06.03

total years of experience in Ontario as an O.T.F. Affiliate Member; then

15.06.04

by lot conducted by the Employer and the Bargaining Unit. In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

ARTICLE XVI - STATISTICS

16.01

Board and Bargaining Unit data and information pertinent to negotiations between the Board and the District will be shared. Such data will deal with qualifications, Positions of Responsibility, staffing, allowances, salaries, benefits and such other information considered pertinent by the Bargaining Unit.

16.02

The initial request for data will be made through the Bargaining Unit President to the Administrator of Employee Relations. All such data will be provided semi-annually November 1 and March 1 and be updated as available.

ARTICLE XVII - BENEFITS

17.01

The Employer shall enroll and administer for Bargaining Unit Members the Benefit Plans as directed by the Bargaining Unit. The Board will continue its responsibilities regarding member benefits as per the attached "Administrative Agreement".

17.02

Participation in benefits by Members, part-time members and members on leaves shall be subject to the guidelines as determined by the Bargaining Unit. The Bargaining Unit shall inform the Board of the appropriate premiums to be deducted from the members' payroll and remitted as directed by the Bargaining Unit.

Premium deductions shall be remitted on or before the 15th day of the month immediately following the month in which the members' payroll deductions were made.

17.03

The Employer's share of the premium cost for negotiated benefits shall be \$1,200,000 for the 2003-2004 school year, paid as follows:

The Employer shall pay on or before the last day of each month 1/12th of the Employer's contribution.

17.04

The Employer's contribution to statutory benefits shall be as per legislation.

17.05

The Employer, on request of a payroll deduction authorization, shall make deductions from the Bargaining Unit Member's salary for contributions to the Ontario Teacher's Group Investment Fund. The Employer shall be responsible for administration costs, relating to the deduction.

ARTICLE XVIII : LEAVES

18.01	Cumulative Sick Leave	18.07	Extended Parental Leave
18.02	Compassionate Leave	18.08	Leaves of Absence
18.02.06	Extraordinary Leaves	18.09	Absence Due to Inclement Weather
18.03	Personal Leave	18.10	Federation Leave(s)
18.03.04	At Cost Personal Leave	18.11	Seconded Leaves
18.04.02	Pregnancy Leave	18.12	Teacher Funded Leave Plan
18.04.03	Paternity Leave	18.13	Leaves - Experience
18.04.04	Adoption Leave	18.14	Parliamentary Leave
18.06	Parental Leave		

18.01 Cumulative Sick Leave

18.01.01

A Bargaining Unit Member shall be entitled to accumulate one hundred percent (100%) of the unused portion of the Member's Sick Leave, to a maximum of 320 days.

18.01.02

On the first day of each school year all full-time Bargaining Unit Members will be given credit for an additional twenty (20) sick days. Part-time Members will receive a prorated amount of twenty (20) sick days according to their full-time equivalent employment status with the Employer. (Full-time equivalent status is calculated over the whole school year.)

18.01.02.01

A Bargaining Unit Member who begins a long term absence at the start of the school year or who has been and continues to be on a long term absence and does not teach on the first school day in September shall receive a prorated number of sick leave days upon return to teaching duties.

18.01.03

In the event that a Bargaining Unit Member enters or leaves the employ of the Employer after the first day of September and/or leaves before the thirtieth day of June of a school year, the Member's Sick Leave entitlement for that year shall be twenty (20) days prorated against 194 days.

18.01.04

A Bargaining Unit Member transferring credits, in accordance with the Education Act, to this cumulative sick leave plan shall provide a statement in writing duly signed by the Member's former employer certifying the number of days to the Member's credit in the fund from which the transfer is made.

18.01.05

No Bargaining Unit Member will be permitted to draw on reserve days until the regular working days allowed for illness or absence in each year has been used.

18.01.06

The Employer shall set up a sick leave ledger in which sick leave credits shall be entered. The sick leave ledger may be examined by any Bargaining Unit Member as concerns his/her account. Prior to the end of September in each school year, the Employer shall provide a copy of the ledger for the previous twelve (12) months of the accumulated sick leave to each Member with regard to his/her number of accumulated Sick Leave Credits. Upon written request any Member shall be provided with a copy of their updated ledger and shall receive this copy within five (5) working days of the employer's receipt of the request.

18.01.07

Absence under this Plan shall apply only to the Bargaining Unit Member's sickness, or physical or emotional disability certified by a medical practitioner or approved under the terms of this Agreement. In the event of sickness or disability extending beyond five (5) school days, the Administrator of Employee Relations may request written verification from a medical practitioner. Absence under this clause will also be granted for emergency illness of a family member or medical appointment that cannot be scheduled out of work hours requiring the attendance of the Member.

18.01.08

After having been certified by a medical practitioner as physically and/or emotionally able to resume his/her position following a sick leave under the Long Term Disability Insurance Plan, the Bargaining Unit Member shall be returned, without **loss** of seniority or position, to the same work location.

18.01.09

All Workplace Safety and Insurance Board payments will be made to the Employer by the Workplace Safety and Insurance Board. The employee will continue on the payroll of the Employer.

18.01.10

That part of any absence recognized by the Workplace Safety and Insurance Board as a compensation case, for which no compensation is being received by the claimant from the Workplace Safety and Insurance Board, shall be charged to such cumulative sick leave that the employee may be entitled.

18.01.11

If sick leave credits have been exhausted at the beginning of, or during an absence covered by the Workplace Safety and Insurance Board, the Bargaining Unit Member shall be paid the regular Workplace Safety and Insurance Board rate by and at the discretion of the Workplace Safety and Insurance Board.

18.01.12

A Bargaining Unit Member, not covered under 18.01.08, who for reasons related to illness or accident, has been absent from work for a period of thirty-six (36) consecutive months, or for a longer period extended by sick day credits, will no longer have status under the Collective Agreement except as in 18.01.12.01.

18.01.12.01

A Bargaining Unit Member, who has notified the Employer six (6) months prior to the expiry of sixty consecutive months from the first day of illness or accident and who has been certified by a medical practitioner as able to resume teaching duties, will be rehired to a vacant position which the Member is qualified under the Education Act to fill.

18.01.12.02

The Employer shall give written notification to the Bargaining Unit Member, upon the expiration of the period stated 18.01.12, stating **loss** of status. Status would be regained upon return to work as stated in 18.01.12.01. Such notification shall be to the Member's last known address.

18.01.12.03

The Bargaining Unit Member may elect to retain benefit coverage, after the expiration of sick day credits, and at no cost to the Employer until the Member either:

- returns to work on contract or;
- becomes age 65 (whichever comes first).

18.01.12.04

The Bargaining Unit Member, upon return to work, shall retain seniority status held prior to the end of the period stated in 18.01.12.

18.02 Compassionate Leave

18.02.01

Compassionate Leave shall be granted by the Director, through the Principal. Length of leaves set out in 18.02.02 and 18.02.03 shall be at the sole discretion of the Member. Except where noted below, for all approved Compassionate Leaves, deductions will be made from Sick Leave. The following are approved:

18.02.02

for death in the immediate family (wife, husband, common law spouse, father, mother, guardian, brother, sister, son, daughter and immediate in-laws) absence under 18.02.01 above may be granted up to five (5) consecutive school days per occurrence without loss of pay, the first three (3) of which shall not be deducted from sick leave credits.

18.02.03

for death in a Member's extended family (grandparents, aunts, uncles, nephews and nieces) absence under 18.02.01 above may be granted up to three (3) consecutive school days per occurrence, without **loss** of pay, and shall not be deducted from sick leave credits.

18.02.04

For death of others, absence under 18.02.01 above may granted by the Director up to one (1) school day per occurrence without loss of pay and shall be deducted from sick leave credits

18.02.05

Three days may be granted upon application to the Director of Education, through the Principal, in cases of serious illness in the immediate family (as defined in 18.02.02). Where appropriate, the Member may be required to provide a doctor's certificate.

18.02.06

A Bargaining Unit Member may request a leave without pay to accommodate a long term illness of a Member's immediate family. The request would be made in writing to the Director of Education or designate at least two (2) weeks before the leave would begin, where practicable, stating the dates the leave would begin and expire. Upon return from a leave under this clause, the Bargaining Unit Member shall return to the same or better position at the same work location, subject to Article XIII.

18.03 Personal Leave

18.03.01

Personal leave with salary and no loss of sick leave shall be granted by the Director, through the Principal, for the reasons listed below. The Principal shall inform the Director that leave has been granted.

Reasons for these are:

- a) quarantine
- b) summons to serve as a juror
- c) subpoena as a witness to any legal proceeding to which the Member is not a party
- d) attending the birth of a child for whom the Member has a parenting responsibility
- e) religious observance of Holy Days
- f) writing examinations (including but not restricted to teacher testing)

18.03.02

Personal leave with salary and **loss** of sick leave shall be granted by the Director, through the Principal, for the reasons listed below. The Principal shall inform the Director that the leave has been granted.

Reasons for personal leaves are:

- a) graduation ceremony for the Member or members of the Member's immediate family
- b) adoption of children (interviews)
- c) calamity involving home or property
- d) legal proceedings requiring the presence of the Bargaining Unit Member not covered under 18.03.01
- e) accidents involving a Member's time and/or immediate family

18.03.03

Following application through the Principal and in consultation and at the discretion of the Director of Education, an additional Personal Leave day(s) may be granted, through the Principal, for extenuating circumstances deemed by the Director to be beyond the control of the Member. If denied, reasons will be provided.

18.03.04 At Cost Personal Leave

Subject to adequate notice to the Principal and the arrangement of coverage, the Bargaining Unit Member shall be granted an At Cost Personal Day restricted to a maximum of two (2) per year. The timing of such days will avoid extending existing vacation periods. The cost for such a day will be the minimum cost of a qualified occasional teacher (not to exceed 1/194 of Group 3, Year 0). The cost to the member for such a day will not exceed 1/194 of the member's annual salary. There will be no deduction from sick leave, and no impact upon pension subject to current Teacher Pension Plan regulations. On any given day no more than two such leaves will be granted at any one site.

18.04 Pregnancy/Paternity/Adoption Leaves

18.04.01 Definitions

18.04.01.01

"Parent" - includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

18.04.01.02

"Pregnancy Leave" - means a leave of absence under subsection 35 (1) of the Employment Standards Act.

18.04.01.03

"Parental Leave" - means a leave of absence under subsection 38(1) of the Employment Standards Act.

18.04.01.04

"Paternity Leave" - means a leave of absence granted to a parent, upon the disability or death of a spouse, who qualifies for pregnancy provisions under the Employment Insurance Act, (September 1998).

18.04.02 Pregnancy Leave

18.04.02.01

A Bargaining Unit Member is entitled to pregnancy leave.

18.04.02.02

A Bargaining Unit Member's request for a pregnancy leave must be in writing to the Director of Education or designate at least two (2) weeks before the date the leave is anticipated to begin. Where the birth occurs sooner than expected or where the child comes into the custody, care or control of the parent sooner than expected, such written request shall state or be amended to state the date the leave is to begin and expire.

18.04.02.03

Upon request, a medical certificate stating the expected birth date shall be supplied by the Bargaining Unit Member.

18.04.02.04

The length of the leave shall be up to seventeen (17) weeks or such greater length as may be permitted under legislation, provided there is no additional cost to the Board. The leave may begin no earlier than seventeen (17) weeks before the expected birth date.

18.04.02.05

A Bargaining Unit Member on leave under clause 18.04.02 may, at the Member's discretion maintain benefits under Article XVII - Benefit Plans. Leave time will accrue for the accumulation of sick leave credits and **for** placement on the grid.

18.04.02.06

A Bargaining Unit Member in receipt of Employment Insurance benefits shall be eligible to receive from the Employer an amount equivalent to that received from the Employment Insurance Commission for a two (2) week period, or 100% of the Bargaining Unit Member's daily rate for ten (10) days, whichever is greater. The Employer's commitment is dependent upon receipt of the Employment Insurance Commission documentation within seventeen (17) weeks of the commencement of the leave.

18.04.03 Paternity Leave

18.04.03.01

For absence occasioned by the birth of a child, the Employer shall grant a paternity leave, without **loss** of salary, benefits or sick leave credit for a period not exceeding two days.

18.04.03.02

A Bargaining Unit Member who, through the death or disability of his spouse, qualifies for pregnancy leave provisions under the Employment Insurance Act, shall be eligible for leave the same as that provided for pregnancy. It is understood that it may be necessary for the Bargaining Unit Member to cease duty immediately. Such conditions may be made that are mutually acceptable to the Bargaining Unit Member and the Director of Education or designate.

18.04.04 Adoption Leave

18.04.04.01

A Bargaining Unit Member intending to adopt a child should give the Director of Education, through the Principal, notice where possible, of the intent to adopt, so that when the child becomes available the Member may cease duties immediately or at the discretion of the Member.

18.05 General Conditions

18.05.01

Time limits given in clause 18.04.02.02, as well as the retention of benefits as stated in clause 18.04.02.05, apply to leaves addressed in clauses 18.04.03 and 18.04.04.

18.05.02

It is understood that leaves addressed in clauses 18.04.02, 18.04.03.02 and 18.04.04 are without pay.

18.05.03

Upon return from leave under 18.04.02, 18.04.03.02 and 18.04.04 a Bargaining Unit Member shall return to the same or better position at the same work location, subject to Article XIII.

18.05.04

Salary shall be paid in accordance to the proportion of the school year taught as a consequence of 18.04.02, 18.04.03.02 and 18.04.04.

18.06 Parental Leave

18.06.01

A Bargaining Unit Member is entitled to Parental Leave, without pay.

18.06.02

Parental Leave is a leave taken by a Bargaining Unit Member immediately following the Member's pregnancy/paternity/ adoption leave, or,

18.06.03

taken by a Bargaining Unit Member before the end of the 35th week following the date the child was born, or where the child comes into the custody, care or control of the parent for the first time sooner than expected.

18.06.04

A Bargaining Unit Member's request for a parental leave must be in writing to the Director of Education or designate at least two (2) weeks before the date the leave is to begin, or ~~two~~ (2) weeks after the Member stops working due to circumstances where the child comes into the custody, care or control of the parent for the first time sooner than expected. The written request should state the date the leave is to begin and expire.

18.06.05

The length of the leave shall be for eighteen (18) weeks or such greater length as may be permitted under legislation, provided there is no additional cost to the Board as requested by the Bargaining Unit Member.

18.06.06

A Bargaining Unit Member on leave under clause 18.06.01 may, at the Member's discretion, maintain such benefits identified in clause 18.04.02.05 with the Employer paying its share of premium costs.

18.06.07

A Bargaining Unit Member who has given notice to the Employer of the Member's intention of beginning or ending a leave, as addressed in clauses 18.04 and 18.06, may revise those time lines, provided the request is in writing to the Director of Education or designate at least two (2) weeks before the original date the leave was to begin, and at least four (4) weeks before the original date the leave was to end.

18.06.08

Upon return from leave under 18.06 a Bargaining Unit Member shall return to the same or better position at the same work location, subject to Article XIII.

18.07 Extended Parental Leave

18.07.01

A Bargaining Unit Member who has been in the employ of the Employer for at least one (1) year may apply for an extended Parental Leave.

18.07.02

A Bargaining Unit Member may request in writing an Extended Parental Leave (a leave that follows a parental leave as addressed in clause 18.06) at least four (4) weeks before the leave would begin, stating the date of return from the leave.

18.07.03

The Bargaining Unit Member shall be allowed to maintain benefits as in Article XVII for leaves addressed in 18.07.02 at no cost to the Employer.

18.07.04

Length of all leaves addressed in clauses 18.04, 18.06 and 18.07 may be up to a total of two (2) years, per occurrence. Notwithstanding the requirements of 18.08.01, a leave of absence may be requested at the conclusion of the leave granted under 18.07 (Extended Parental Leave) and shall not be unreasonably denied.

18.07.05

Upon return from leave under 18.07 a Bargaining Unit Member shall return to the same or better position at the same work location, subject to Article XIII.

18.07.06

Salary shall be paid in accordance to the proportion of the school year taught.

18.08 Leaves of Absence

18.08.01

At the discretion of the Director of Education and after the completion of two years of employment under this agreement, a Member may be granted leave of absence for a period of up to one (1) school year, without pay, with assurance of re-employment, subject to Article XIII. Requests shall be made by March 1 prior to the leave. Such requests will not be unreasonably denied. Partial leaves of absence prior to two (2) years of employment under this agreement with the Bluewater DSB and short leaves may be granted without pay at the discretion of the Director of Education.

18.08.02

The Member shall be returned to the same or better position at the same secondary school or work location, subject to Article XIII.

18.08.03

Notwithstanding 18.08.02, the Employer and the Bargaining Unit Member may arrive at an alternate arrangement with the approval of the Bargaining Unit.

18.08.04

A Bargaining Unit Member applying for a Pregnancy Leave may be granted a Leave of Absence in addition to her Pregnancy Leave provided that such Leave be arranged to allow return to work on a date mutually agreed to by the Employer and the Member.

18.08.05

A Bargaining Unit Member on Leave of Absence may continue participation in all the Benefit Plans under Article XVII provided that the Member pays one hundred percent (100%) of the cost of such Benefits for which the Member remains eligible under the Group Master Policy during the Leave of Absence.

18.08.06

During the Leave, the Bargaining Unit Member shall be a Member of the staff of the work location where the Member was assigned immediately prior to going on Leave and shall be subject to whatever Seniority, Redundancy and Surplus procedures are applicable to Members in determining placement for the school year following the Leave. While on Leave the Member shall not be considered part of the staffing complement as per Article XXIII.

18.08.06.01

A Member granted a leave of absence to the end of the school year is required by the Employer to give written notice to the Superintendent of Secondary Education (copy to the Federation President) by February 28 of the current school year of the Member's intention for continued employment in the next school year.

18.08.06.02

A leave of less than one year shall include commencement and termination dates. Any changes must be made by mutual consent 30 school days prior to the termination of leave. All requests shall be made in written form.

18.08.07

Bargaining Unit Members on loan to the Department of National Defence Schools Overseas shall be considered to be on a Leave of Absence and subject to the terms of this Agreement.

18.08.07.01

The Bargaining Unit Member shall be entitled to sick leave credits and seniority accumulated prior to the Leave of Absence. An authorized Leave of Absence, paid or unpaid, shall be deemed not to interrupt continuous service. However, sick leave credits and teaching experience for purposes of increment shall not accumulate during such Leave. Notwithstanding the foregoing, if the Leave is a result of secondment or being on loan to the Department of National Defence Dependants School System Overseas, or participating in any Exchange Program, and teaching experience for the purpose of increment shall accumulate during such Leave.

18.08.08

Cancellation of leave subsequent to final approval is subject to mutual agreement of the Director and the Member concerned.

18.08.09

Upon request of the Bargaining Unit Member a leave of absence may be approved to a maximum of two full years. The two year limit only applies to leaves taken under clauses 18.08 to 18.08.10 inclusive. Approval of leave requests which extend beyond the two year maximum is at the discretion of the Director.

18.08.10

A Bargaining Unit Member may make application to the Director and may be granted a leave of absence for a reduced schedule for a term or school year. The Member shall be given the opportunity to receive full benefits in accordance with Article XVII. 18.07.01, 18.07.02, 18.07.03, 18.08.01, 18.08.02 and 18.08.03 shall apply to such leaves. Where possible, applications for such leaves must be made by May 1 and November 1 for the succeeding terms.

18.09 Absence Due to Inclement Weather

18.09.01

Bargaining Unit Members who are unable to get to their school(s) or alternate work location due to inclement weather shall be paid full salary and no deduction from sick leave credit shall be made.

18.10 Federation Leave(s)

18.10.01

Effective at the request of the Federation, the Employer shall grant release to those Members named by the Federation, up to 2.0 FTE. The Bargaining Unit agrees to reimburse the Employer on a prorated basis in an amount equal to the lowest cost 2 FTE members of the Bargaining Unit, as well as the cost of any responsibility allowance, for each Member on leave.

18.10.02

The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of sick leave and teaching experience, as if working at their normal assignment.

18.10.03

Thirty (30) days per school year shall be designated for Federation business. A written notification for such leave shall be forwarded prior to the leave. The District shall reimburse the Employer for each day of leave at the qualified occasional teacher rate in effect at the time of leave, provided that a qualified occasional teacher has been used as a replacement.

18.10.04

The Employer shall grant a leave of absence, without pay, to a Member who holds an office requiring full-time duty at the provincial level. The Member shall continue to accumulate teaching experience during the period of leave.

18.10.05

A Member returning from a Federation leave has the right to be reassigned to the same, equivalent or better position at the same location prior to going on leave, subject to the lay-off procedures in Article XIII.

18.11 Seconded Leaves

18.11.01

A Bargaining Unit Member who is seconded to perform duties for the Employer other than his/her normal assignment, shall be returned to the same or better position at the same work location upon completion of said duties. Secondments will be for duties other than that of Principal or Vice-Principal, except as provided for under Article XXI. All other provisions of the Collective Agreement will apply to the Member while on seconded leave.

18.12 Teacher Funded Leave Plan

18.12.01 Description

The Teacher Funded Leave Plan has been developed to afford Bargaining Unit Members the opportunity of taking a one-year leave and, through the deferral of salary, finance the Leave. The Plan as outlined below will apply only to those Members entering the Plan at the start of the 1999/2000 school year. Members currently enrolled in a Teacher Funded Leave Plan under a previous or predecessor Board's Deferred Salary Leave Plan shall have their rate of benefit deduction adjusted to reflect participation in the plans effective March 1, 1999 and be subject to the same annual premium rate deduction as all other members.

18.12.02 Qualifications

In order to be eligible to participate in the Plan, a Bargaining Unit Member must:

18.12.02.01

have two (2) years experience with the Employer;

18.12.02.02

be employed half-time or more;

18.12.02.03

have no obligations from previous Sabbatical or other Leaves that have not been fulfilled.

18.12.03 Application

18.12.03.01

A Bargaining Unit Member must make written application to the Director of Education or designate (Superintendent of Secondary Education) on or before the thirty-first day of March requesting approval to participate in the Plan commencing at the beginning of the following school year.

18.12.03.02

On or before the thirtieth day of April the Director of Education or designate (Superintendent of Secondary Education) will reply in writing stating whether or not the application has been approved and providing an explanation if the application has been denied.

18.12.03.03

The right to reject or approve individual requests to participate in the Plan shall rest solely with the Employer

18.12.04 Salary Formula

18.12.04.01

In each year of the Plan preceding the year of the Leave, a Bargaining Unit Member will be paid a percent (i.e. 80% for 4 years to finance a leave in the 5th year) of the Member's annual salary. The remaining percent (i.e. 20%) of annual salary shall be deferred and deposited to a joint trust fund at the Employer's banking institution with an account heading "Bluewater District School Board in Trust for 'name of Bargaining Unit Member'". The amount deposited together with interest earned shall be retained for the Member to finance the year of Leave. It is understood that all interest earned shall be considered by the Member as interest income for income tax purposes.

18.12.04.02

Requests for a Leave to be financed by an amount or for a time period other than that suggested by 18.12.04.01 shall be implemented accordingly. For example, deduct for three (3) years to finance a Leave in the fourth year or deduct for two years to finance a one half ($\frac{1}{2}$) year of leave or deduct for five (5) years to finance a Leave in the sixth year. Minimum length of the leave shall be not less than $\frac{1}{2}$ year. Greatest length of plan not to exceed six years, including year of leave. Scheduled year of leave will only be taken in the last year of the plan.

18.12.04.03

During each year other than the year of Leave, the Bargaining Unit Member will be paid a percent of the Member's annual salary to a minimum of 66 $\frac{2}{3}$ %. The remaining percent shall be deposited to a separate trust account as described in 18.12.04.01 above.

18.12.04.04

At least four (4) weeks prior to the commencement of the Leave the participating Bargaining Unit Member shall select one (1) of the following methods of payment for the one (1) year Leave:

18.12.04.04.01

a lump sum payment of the entire trust account balance on or before the commencement of the Leave less an amount sufficient to pay the cost of all taxes, pension amounts and Benefit Plans, as per Article XVII, while on Leave:

18.12.04.04.02

after deducting an amount sufficient to pay the cost of all taxes, pension amounts and Benefit Plans, as per Article XVII, while on Leave, forty percent (40%) of the remaining trust account balance on or before the first teaching day in September and the remainder, including interest, on the first teaching day in January.

18.12.04.04.03

payment as per dates and percentages detailed in Article IX subject to a deduction of a sufficient amount to pay the cost of all taxes, pension amount and Benefit Plans, as per Article XVII, while on Leave.

18.12.05 Staff Benefits

18.12.05.01

While a Bargaining Unit Member is enrolled in the Plan and not on Leave, and subject to the approval of the carrier, any salary-related Benefit Plans, as per Article XVII, shall be maintained at the same level as if the Member was receiving one hundred percent (100%) of the Member's salary. While on Leave all Benefits Plans, as per Article XVII, shall continue in force.

18.12.05.02

While on Leave, the total premium cost for all Benefit Plans, as per Article XVII, shall be paid by the Bargaining Unit Member.

18.12.05.02.01

During the Leave, Bargaining Unit Members enrolled in the Teacher Funded Leave Plan shall receive benefits (as per Article XVII) and have rates and level of premium payments calculated and deducted as per Bargaining Unit Benefits Policy.

18.12.06 General Conditions

18.12.06.01

Upon return from Leave the Bargaining Unit Member shall be entitled to sick leave credits accumulated prior to commencement of the Leave but no sick leave credits may be earned during the Leave. On return from leave, a Member will be assigned to the same teaching position and work location.

18.12.06.02

During the Leave, the Bargaining Unit Member shall be a Member of the staff where the Member taught immediately prior to going on Leave and shall be subject to whatever Seniority and Redundancy Procedures are applicable to Members of that staff in determining placement for the school year following the Leave. While on Leave, the Member shall not be considered part of the staffing complement.

18.12.06.03

Time spent on Leave shall not be considered as experience for placement on the salary grid but shall be considered as a year of service for the calculation of a Sick Leave Gratuity and for qualifying for a Sick Leave Gratuity. Time spent on Leave shall not constitute a break in continuous service.

18.12.06.04

In the application of Article XIII and XV (Seniority and Redundancy Procedures), time spent on Leave shall be considered as secondary school experience with the Bluewater District School Board and its predecessor Boards, for purposes of determining surplus staff.

18.12.06.05

Bargaining Unit Members declared redundant may withdraw from the Plan. Members on the Recall List and who subsequently lose their right of recall must withdraw from the Plan.

18.12.06.06

A Bargaining Unit Member may withdraw from the Plan any time prior to the first day of March of the calendar year in which the Leave is to commence. Any exceptions to the aforesaid date shall be at the discretion of the Employer.

18.12.06.07

In the event of withdrawal and upon written notice the Bargaining Unit Member shall be paid at the Member's discretion and within four (4) weeks, a lump sum payment of the trust fund balance to the date of withdrawal plus accrued interest, if any, to the effective date of withdrawal.

Unless withdrawal is a result of 18.12.06.05 or 18.12.06.09, the Member will pay a Board administration fee of \$100.00.

18.12.06.08

The year of Leave may be deferred by mutual agreement between the Bargaining Unit Member and the Employer provided that the Member makes application for such deferment by the last Friday in March of the calendar year in which the Leave is to commence.

18.12.06.08.01

Should 18.12.06.08 result in a leave of absence being taken past the scheduled final year of the Plan, any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence is taken.

18.12.06.09

Should a Bargaining Unit Member die while participating in the Plan, any monies accumulated, plus interest accrued, if any, will be paid to the Member's estate.

18.12.06.10

The Employer will co-operate in making such superannuation deductions as are required and approved by the Superannuation Commission.

18.12.06.11

Neither the Employer nor the Bargaining Unit assumes responsibility for any consequences arising out of the implementation of the Teacher-Funded Leave Plan related to its effect on Teachers' Superannuation provisions, income tax implications, Employment Insurance and the Canada Pension Plan.

18.12.06.12

Income tax shall be deducted on the actual amounts paid to the Bargaining Unit Member during each year of the Teacher-Funded Leave Plan subject to the Income Tax regulations in effect at that time.

18.13 Leaves- Experience

18.13.01

Time spent on Leaves granted under Article XVIII shall be counted as continuous service with the Employer.

18.14 Parliamentary Leave

18.14.01

A Bargaining Unit Member who is elected as a Member of the Provincial or Federal Government will be granted a leave of absence without pay and without other benefits provided by this Agreement to a maximum of five (5) years.

18.14.02

A written request to participate in such a leave shall be made to the Director of Education prior to the acceptance of the nomination, stating the date the leave would begin and the date of return if not elected. Other information may be required upon receipt of the request by the Director of Education.

18.14.03

The Bargaining Unit Member, upon return to the employment of the Employer shall be:

- a) guaranteed a position with the Employer;
- b) credited with accumulated sick days, service and experience acquired prior to the leave of absence.

ARTICLE XIX : SICK LEAVE GRATUITY

19.01

This Plan shall apply to all Bargaining Unit Members.

19.01.02

A Bargaining Unit Member who has completed ten (10) years of continuous service with the Board or its

predecessors immediately prior to retirement and who will be receiving a pension (or commuted value of pension) under the provisions of the Teachers' Pension Plan Act immediately upon retirement shall be entitled to the payment of a gratuity on retirement.

19.01.03 Definitions

19.01.03.01

Any leave of absence granted by the Board will not constitute an interruption in continuous service or loss of seniority for the purposes of Article XIX.

19.01.03.02

Where part or all of a Bargaining Unit Member's salary is paid during a leave of absence that Member may count the period of leave as full teaching experience for purposes of Article XIX.

19.01.04

The amount of gratuity shall be calculated as follows: after 10 continuous years with the Board or its predecessors, a Bargaining Unit Member retiring and qualifying for a pension (or its commuted value) under provisions of the Teacher's Pension Plan shall receive a gratuity of 30% of annualized salary at the date of retirement and for each additional year with the Board a further 2½% up to a maximum allowance for eighteen years and over of 50% of annualized salary at the date of retirement, times the number of days to the Member's credit (maximum 200) in the Cumulative Sick Leave reserve at the time of retirement, divided by 200.

Examples: 12 year's service = $\frac{35}{100} \times \text{annual salary} \times \frac{\# \text{ of days}}{200}$ (up to 200)

18 year's service = $\frac{50}{100} \times \text{annual salary} \times \frac{\# \text{ of days}}{200}$ (up to 200)

22 year's service = $\frac{50}{100} \times \text{annual salary} \times \frac{\# \text{ of days}}{200}$ (up to 200)

Note:

Annual salary shall mean the Member's end rate yearly salary that the Member would have received had the Member worked the full year. The amount of gratuity will not exceed 50%, as defined above. Exceptions to this calculation for approved leaves are addressed in 19.01.07.

19.01.04.01

The Sick Leave Credit gratuity shall be paid in one payment or in a manner mutually agreed upon.

Teachers retiring at the end of a school year will be paid retirement gratuity by the 5th Board business day in September, in the school year following retirement. Teachers retiring at any other time will be paid retirement gratuity within sixty (60) days following effective date of retirement.

19.01.05

Notwithstanding Sections 19.01.02 and 19.01.04, in the event of the death of a Bargaining Unit Member, the amount of the sick leave credit gratuity accumulated by the Member with this Board, or its predecessors, on the date of the Member's death shall be paid to the Member's beneficiary or the Member's estate within 30 days of the Member's death.

19.01.06

This Sick Leave Credit Gratuity Plan is agreed upon, saving any right which the Bargaining Unit may have acquired prior to this date under and by virtue of the Education Act.

19.01.07

A Bargaining Unit Member who applies to the Board and receives an approved Leave of Absence (full or part-time) within three years of his/her eligible retirement factor as determined by the Ontario Teacher's Pension Plan Board shall be eligible to receive a sick leave gratuity upon retirement, based on the applicant's F.T.E. status at the time of application for leave.

ARTICLE XX - TEACHER IN CHARGE

20.01

A Member of the Bargaining Unit may voluntarily substitute for an absent Principal/Vice-Principal for a period of not less than a day on a temporary basis not to exceed twenty (20) consecutive work days or forty (40) days in a school year. The Teacher in Charge shall be paid a premium of \$40.00 per day, for the period of the assignment.

20.02

The Member may resume his/her duties, subject to forty-eight (48) hours' written notice to the appropriate Supervisor.

20.03

The replacement of an absent Principal/Vice-Principal by a Member of the Bargaining Unit shall not result in any additional duties or workload (including on-calls and supervisions) for other Bargaining Unit Members

20.04

Bargaining Unit Members serving as a Teacher in Charge shall not discipline or evaluate other Bargaining Unit Members.

20.05

The Member shall continue to be a Member of the Bargaining Unit with all of the rights, privileges and obligations thereof, including but not limited to the payment and deduction of Union/Bargaining Unit dues.

ARTICLE XXI - ADMINISTRATIVE REPLACEMENTS

21.01.01

When a Principal/Vice-Principal will be absent from the school for a period of more than twenty (20) consecutive work days but less than one school year, the Board may appoint a Member of the Bargaining Unit as an Acting Principal or Vice-principal to fulfill the duties of the absent administrator.

21.01.02

The Acting Principal/Vice-Principal shall be paid at the starting grid salary rate for the position, pro-rated for the period of the acting assignment or the Member's regular salary, whichever is greater and shall be subject to the same working conditions as a Principal/Vice-Principal in that school for the period of the acting assignment.

21.02

The Bargaining Unit Member shall be entitled to return to the Member's former position in the Bargaining Unit, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the Member's term(s) as Acting Principal or Vice-Principal does not exceed 193 days within three years.

21.03

An Occasional Teacher shall be hired to replace a Member of the Bargaining Unit who is appointed as an Acting Principal/Vice-Principal.

21.04

The Board or the Member may terminate the appointment as an Acting Principal/Vice-Principal subject to ten (10) working day's written notice.

21.05

Bargaining Unit Members serving as an Acting Principal/Vice-Principal shall not discipline or evaluate other Bargaining Unit Members.

21.06

The Member shall continue to be a Member of the Bargaining Unit with all of the rights, privileges and obligations thereof, including but not limited to the payment and deduction of Union/Bargaining Unit dues.

ARTICLE XXII : STAFFING PROCESS AND STAFFING COMMITTEES

22.01

Staffing for secondary schools will be determined by projected average daily enrolment at October 31 and March 31 consistent with legislation, Ministry of Education funding and regulations. September staff shall be at least 97% of the staff generated by the October 31 and March 31 projected average daily enrolment based on the June 15 estimates, as submitted to the Ministry of Education.

22.02

Based on October 15 actual enrolment and March 31 projected enrolment, 100% of generated staffing will be assigned to the secondary schools and sites by the fifteenth school day of October.

22.03

Subject to the Education Act and Statutes and Regulations of the Province of Ontario, only certified members of the College of Teachers, in good standing, employed by the Board in accordance with this Collective Agreement shall be assigned to teach secondary pupils.

22.04

A District Secondary School Staffing Committee shall be established composed of equal representatives, up to four (4) for each side.

22.04.01

The Staffing Committee may request the attendance of resource personnel who are employees of the Board or Union.

22.04.02

The Committee is advisory with the task of reviewing the staffing requirements of the secondary system and monitoring the allocation of the assigned time or instructional time for the school year at each secondary school. The staffing review will include the application of vacancy, surplus and redundancy procedures. The goal of this review is to ensure procedures are followed and suggest areas for modification, if required.

22.04.03

The District Secondary School Staffing Committee will establish a process of communicating with the In-School Staffing Committees.

22.04.04

The Staffing Committee shall meet prior to April 15 or an appropriate date to be agreed upon to examine the projected enrolment numbers. As soon as feasible after the funding information has been made available to the Board, the Staffing Committee will meet to examine the projected allocation of teachers to the schools.

22.04.05

The Staffing Committee shall meet prior to September 30th to review the actual enrolment figures and to make recommendations regarding the reorganization of schools and the possible re-assigning of teachers.

22.04.06

A meeting of the District Secondary School Staffing Committee may be convened at the request of either party to discuss staffing issues.

22.05

An In-School Staffing Committee shall be established in every secondary school, comprised of the principal, vice-principal, branch president or designate and up to five representatives of the Bargaining Unit in the school.

22.05.01

The goals and tasks of this Committee shall be consistent with the District Staffing Committee as applied to the school level. These include review of procedures and monitoring of equitable division of on calls and supervision.

22.05.02

The Committee shall meet a minimum of six times per school year.

ICL XXIII : STAFFING

The following teaching assignment details are designed to comply and be consistent with current regulations.

23.01

The FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, of 21 to 1 or as consistent with regulations with a maximum teacher workload of 6.67 eligible programs. Full-time classroom teachers will be assigned timetabled duties consisting of credit courses, credit-equivalent courses, special duties as defined in the Regulations made under the Education Act.

As part of the 6.67 eligible program workload, full-time classroom teachers shall be assigned .67 eligible programs comprised of special duties (guidance, library information technology support) and equivalent programs (TAP/ remedial, remedial time, supervision, on-calls) as defined in the Regulations made under the Education Act.

The assignment of such equivalent programs (TAP/remedial, remedial time, supervision, and on-calls) shall not exceed .42 of the aggregate system workload assignments.

23.01.01

Notwithstanding any other provision of this agreement, full-time guidance, library, co-operative education, and special education teachers may be fully assigned to an unstructured timetable in their areas during the instructional day with a twenty minute break in the morning and in the afternoon, Teachers assigned in this manner shall not be assigned any other duties.

A part-time teacher fully assigned to an unstructured timetable shall have their assignment prorated according to their FTE.

23.01.02

Teachers who are assigned part-time classroom instruction shall be assigned eligible programs pro-rated to that of a full-time teacher's assignment.

23.01.03

A teacher with a mixed workload schedule of classroom and non-classroom teacher assignments in a semester may be assigned to a maximum teacher workload of 1250 minutes per week.

23.02 Mid-Year Staffing Reduction

- Should they be necessary and only after the first semester, second semester staff reductions may only occur through attrition and shall be limited to 30 sections. (This shall be translated into its equivalent FTE staff for review by the District Staffing Committee.)

Attrition shall mean the following:

- Teachers who retire to pension
- Teachers who die during the year
- Teachers who resign from the employ of the Board
- Teachers who take full semester leaves

- Any new hire to replace a non-returning Bargaining Unit Member shall become a Member of the Bargaining Unit.

ARTICLE XXIV : WORKING CONDITIONS

The application of this article shall not result in the hiring of additional staff.

24.01

Instructional assignments will be consistent with legislation, regulations, Board policies and this collective

agreement. Factors which must be considered include course requirements, complexity of required teacher preparations, overall teacher workload and class sizes. Other considerations of a program or school nature may be considered. Assignments will be determined by the Principal and reviewed with the In-School Staffing Committee.

24.02

Under certain specific circumstances, a student may be considered for admission to a class that is currently at its maximum class size if; the student requires the credit for graduation; the student requires the course for diploma completion; or the student requires the credit for specific, justifiable career goals. In the event of such a situation, the admission of the student will be referred to the District Staffing Committee.

24.02.01

For part-time staff (staff with less than a 1.0 FTE workload), any and all on-call, supervision or other similar non-instructional duties, the Board shall make reasonable effort to schedule or assign immediately adjacent to scheduled teaching assignments.

24.03 Class Size

24.03 Class Size

<u>Course Levels</u>	<u>Max. Class Sizes</u>
Academic/University/University-College	31
Applied/Open/College	27
Workplace	25
Locally Developed/Essential/GLE	16
Practical Programs under 24.03.01.01	22

The above maximum class sizes shall be achieved by October 15 (for semester I) and February 28 (for semester II).

NOTE: Article 24.03.02 does not apply to Practical Programs as listed in 24.03.01.01.

24.03.01

For any multi-level class, maximum class size shall be determined by the level of the greater number of students.

24.03.01.01

Class sizes, for the following courses, shall be limited to a maximum of twenty-two (22) students: HFN Food and Nutrition; TTI Integrated Technologies; TCJ Construction Technology; TMJ Manufacturing Technology; TTJ Transportation Technologies; TFT Hospitality; TFH Hospitality and Tourism; HIF Family Living; HNC Fashion and Creative Expression; HNB Fashion Industry.

24.03.01.02

The employer acknowledges that an appropriate guideline for staffing TGJ Communications Technology courses is 24 students.

24.03.02

In addition to the above maximum class sizes, a Member's class size(s) shall not be exceeded by more than 5 students in total across the member's total assignment per semester.

24.03.03

Co-op workload will be twenty-eight credits per teacher section based on a two credit co-op program.

24.04 Instructional Workload

24.04.01 Instructional Workload Calculation

A member's total instructional workload will be calculated over the year based on class size maximums listed in article 24.03. (The result of any Member's instructional workload calculation excludes TAP.)

<u>Course Level</u>	<u>Factors</u>
Academic/ University/University-College	31
Applied/Open/College	27
Workplace	25
Locally Developed/Essential/GLE	16
Practical Programs under 24.03.01.01	22

Examples:

Non-semester

(2 Academic + 4 Applied) = 170 students
 $(2 \times 31) + (4 \times 27)$

Semester

(2 Applied + 1 Workplace) + (1 Applied + 1 Academic + 1 Workplace)
 $(2 \times 27) + (1 \times 25) + (1 \times 27) + (1 \times 31) + (1 \times 25) = 162$ students

The yearly instructional workload calculation shall be done using the class sizes at October 15 and February 20. Compliance shall occur on or before February 28.

24.04.02

A one half credit course shall count as a .5 class for the purpose of this calculation only.

24.04.03

Teachers at Bruce Peninsula District School will have instructional workload prorated based on percentage of secondary teaching assignments.

24.05

Teachers whose assignment includes equivalent programs (TAP/Remedial, remedial time, supervision or on-call) or special duties shall be assigned to an annual maximum of the equivalent of ninety-three (93) half-periods (37 minutes = half-period) (Half period assignments may also be completed in quarter period equivalents). These eligible program half-periods (excluding TAP/remedial):

- are to be assigned no more than three half-periods per week, unless by mutual agreement between the Principal and the teacher;
- are to be assigned so that a teacher is not assigned more than one-half period in a day, unless by mutual agreement between the teacher and the Principal;
- a member shall be exclusively assigned to either the first half or the second half of a duty period in a semester, where possible;
- of the 93 half-periods (or equivalent), up to a maximum of thirty (30) half-periods may be assigned as on-call.
- Except in the case of an emergency situation, teachers shall be notified of any on-call assignments before the close of the previous school day. Emergency shall be defined as an unforeseen circumstance occurring on that school day. On-calls shall not be used to cover IPRC's or for members completing Ministry Funding applications, i.e., ISA grants;
- a supervision assignment may include study hall classroom supervision, lunch duty and/or other supervision of students including bus supervision, as determined by the Principal in consultation with the in-school staffing committee;
- eligible programs will be assigned in an equitable manner within the school.

24.05.01

For teachers who are assigned TAP/remedial:

- (a) TAP/remedial shall not exceed one hour per month on average or the equivalent of 16 half-periods. The scheduling of TAP/remedial shall not lengthen the instruction day.

24.05.02

Unassigned time shall be available to the teacher for preparation and marking.

24.06

Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the end of the first period, and the beginning of the last period unless agreed to in writing by the teacher.

24.07

No teacher shall be assigned more than three (3) periods of Assigned Time in a row excluding travel time between periods and/or breaks unless agreed to in writing by the teacher.

24.08

In a school, no classroom teacher shall be assigned more than 6.0 credit courses plus special duties or equivalent program as identified above, in a school year unless by mutual consent between the Member and their Principal.

Note: A maximum of 12.5% of the workload bearing FTE teachers may be assigned special duties. Such duties shall not exceed the number of half periods of equivalent program assigned to regular classroom teachers.

24.08.0 ■

A Member's workload shall be equally scheduled between semesters (semestered schools) or between days (non-semestered schools) unless otherwise agreed by mutual consent between the Member and their Principal.

24.09 Part-Time Teachers

Prorated based on the FTE percentage and current number of half periods of full-time teachers.

24.10 School Year

Teachers shall not be required to work any days preceding the official start **of** the school year for students.

ARTICLE XXV - GRIEVANCE PROCEDURE

25.01

A "grievance" shall be defined as a matter arising from the interpretation, application, administration, or alleged violation of this Agreement, of any relevant legislation, or of an existing practice, including any question as to whether the matter is arbitrable.

25.01.01

A "party" shall be defined as:

- i) the Bargaining Unit (or Union)
- ii) the Board (or Employer)

25.01.02

"Days" shall mean regular working days unless otherwise indicated.

25.02

The Board shall recognize a Grievance Officer or Designate of the Bargaining Unit to act on behalf of a Bargaining Unit Member or the Bargaining Unit in procedures described in Article XXV.

25.02.0 ■

A Bargaining Unit Member shall have the right to have present a representative from OSSTF to assist the Member at any stage of this Grievance and Arbitration procedure.

25.03 Grievance Procedure - Individual25.03.01 Complaint Stage

A Bargaining Unit Member, may initiate a complaint in writing with the immediate supervisor (the Principal in the case of all teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

A copy of any such complaint and proposed remedy must also be forwarded to the Bargaining Unit President or Designate. Any resolution of a complaint must receive the approval of the Bargaining Unit.

25.03.02 Step 1

If the reply of the immediate supervisor of the grievor under the Complaint Stage is not acceptable to the Bargaining Unit Member, or where the Bargaining Unit sees the need to initiate a grievance on behalf of one or more of its Members, the Bargaining Unit assumes ownership of the matter and may initiate a formal grievance proceeding within 20 days of becoming aware of the situation. The first stage shall be to submit a written grievance with the Human Resources Department, who shall answer the grievance in writing within five (5) days after receipt of the grievance. The Bargaining Unit may agree to extend the timeline for this step up to five (5) days. Any extension shall be recorded, signed and dated by the Human Resources Department and the Bargaining Unit Grievance Officer or designate.

The grievance shall contain:

- i) a description of how the alleged dispute is a violation of the Agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought (remedy); and
- iv) the signature of the duly authorized official of the Bargaining Unit

25.03.03 Step 2

If no settlement is reached, the grievance shall be submitted in writing to the Director of Education, within 20 days of receiving the response from Step 1 to arrange a meeting with the Director and Labour Relations Committee of the Board. Such a meeting shall be scheduled for the next or subsequent regular Board meeting date. The Director shall answer the grievance, in writing, within five (5) days of the meeting.

25.03.04 Step 3

If the reply of the Labour Relations Committee is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of receipt of the reply.

25.04 Grievance Procedure- Policy & Group

In the case of all grievances by a party, (including policy grievances, those on behalf of a group of Members, retired Members or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter.

The grievance shall contain:

- i) a description of how the alleged dispute is a violation of 25.01; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought (remedy); and
- iv) the signature of the duly authorized official of the Party initiating the grievance

25.04.01 Step 1

The Party making the grievance shall make a written grievance to the Human Resources Department or President of the Bargaining Unit, as the case may be, who shall answer in writing within five (5) days.

25.04.02 Step 2

Failing settlement at Step 1, the grievance shall be submitted, in writing, to the Director of Education to arrange a meeting with the Director and Labour Relations Committee of the Board. Such a meeting shall be scheduled for the next or scheduled subsequent regular Board meeting date. The Director shall answer the grievance, in writing, within five (5) days of the meeting.

25.04.03 Step 3

If the reply of the Labour Relations Committee, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

25.05

Where the Supervisor, Principal, or Employer fails to meet any of the timelines identified in 25.03.01, 25.03.02, 25.03.03, 25.03.04, 25.04.01, 25.04.02 and 25.04.03 the grievance shall advance automatically to the next stage, or may be extended if mutually agreed upon.

25.06 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the Mediator and the timeframe in which a resolution is to be reached.

25.06.01

The timelines outlined in the grievance procedure shall be frozen at the time that the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance shall continue from the point at which they were frozen.

25.07 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single arbitrator, or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair person within five (5) days, the appointment shall be made by the Minister of Labour upon request by either party.

25.07.01

The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, (including discharge and disciplinary penalties), and take whatever action or make whatever decision it considers just and equitable in the circumstances.

25.07.02

The Arbitrator or Arbitration Board, as the case may be, shall not by their or its decision, add to, delete from, modify or otherwise amend the provisions of this Agreement.

25.07.03

No person shall be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance under the provisions of Article 25.

25.07.04

Time restrictions within Article 25.07 may be extended if mutually agreed upon in writing.

25.08 Cost of Arbitration

The Fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

25.09

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

25.10

Should the investigation or processing of a grievance require that an involved Bargaining Unit Member or Bargaining Unit representative be released from regular duties, the Member shall be released without loss of salary or benefits.

25.11

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

ARTICLE XXVI : TERMINATION OF EMPLOYMENT**26.01**

An employee shall provide a letter of resignation at least 45 days prior to resigning effective July 1 and at least 30 days notice for other times during the school year.

26.02

A newly hired teacher shall serve a probationary period of one year with an extension of the period for absences exceeding twenty (20) teaching days in that year.

26.03

A Bargaining Unit Member who is a night school or summer school continuing education teacher shall give written notice of not less than two weeks should the Member wish to terminate his/her employment prior to end of his/her contract position.

26.04

Nothing herein prevents an employee and the employer from mutually agreeing to the employee's resignation at any time.

ARTICLE XXVII - ALLOWANCES FOR COURSES

27.01

The Board agrees to pay all reasonable expenses of a Bargaining Unit Member requested by a Superintendent to attend any course approved by the Director of Education.

27.02

The Board will pay course travel allowance in the amount of \$103.00, provided the distance travelled (home to location of course) exceeds 32 kilometres, provided no other allowance is being paid by the Board and provided that the course is equivalent to a four-week Ministry of Education and Training or University course.

NOTE: This allowance will be paid upon successful completion of the course and return to employment with the Board in the subsequent school year.

ARTICLE XXVIII - DISTANCE EDUCATION

28.01

Consultation with the Bargaining Unit, prior to implementation.

ARTICLE XXIX – TEACHER PERFORMANCE APPRAISAL

29.01

Evaluations will be in accordance with Regulation 99/02 of the Education Act. Performance Appraisal applies to all members of the Bargaining Unit except Occasional Teachers and Continuing Education Teachers.

29.02

Where the Education Act and its regulations provide the School Board the power to establish policies and rules relating to performance appraisal, the School Board shall establish policies and rules only after consultation with the Bargaining Unit.

29.03

When a teacher receives a performance appraisal which was rated unsatisfactory the Board shall provide notice of this appraisal rating to the Bargaining Unit President within 10 days of the Member having received this rating in writing.

29.04

Notwithstanding time limits for filing a grievance in the provisions of this collective agreement, OSSTF has the right to grieve any aspect of the performance appraisal procedure following placement on "review status" of a teacher.

ARTICLE XXX - CRIMINAL BACKGROUND CHECK

30.01

The Employer shall only release or report to the Ontario College of Teachers any information about an employee obtained pursuant to the requirements of Regulation 521/01 of the Education Act or any subsequent regulation or law dealing with the same subject matter for the purposes of exercising its statutory obligation.

**ADMINISTRATIVE AGREEMENT
BETWEEN
BLUEWATER DISTRICT SCHOOL BOARD
AND
O.S.S.T.F., DISTRICT 7**

RE: Benefits

This agreement is between the Bluewater District School Board and the Teacher's Bargaining Unit of O.S.S.T.F. District 7. It is established for the purposes of determining the roles of both parties in the operation of the benefit plans established and operating for the members of the Teacher's Bargaining Unit of O.S.S.T.F., District 7 as a result of Article 17 of the current Collective Agreement between the parties (1998-2000).

The Parties agree as follows :

1. The Employer shall enroll and administer for Bargaining Unit Members the following Benefit Plans: Group Life Insurance including optional Accidental Death and Dismemberment (at Member's expense) and additional Life Insurance (at Member's expense), Long Term Disability Insurance (at Member's expense), Extended Health Care, Employee Assistance Plan and a Dental Care Plan with dental coverage based on the current ODA schedule minus two (2) years and riders as previously negotiated. Specific Administrative duties include those listed below:
 - Provide new employees with the appropriate information and forms to allow enrolment in the plan(s) within 31 calendar days of the member's eligibility date. For these purposes, 'eligibility' will be defined as "first day of work for new hires/employees of the Board, or as "first day of work after return from a leave under the collective agreement for those employees whose leave affected their enrolment in the benefit plans. The Board also agrees to administer late entrant applications after the 31st day limitation and remit them to OTIP/RAEO for carrier approval.
 - Provide notice to an employee of the benefit coverage options available to them while on a leave of absence under the collective agreement. The options must be outlined prior to the commencement of the leave and the appropriate forms provided.
 - Provide appropriate claim forms in all work locations.
 - Provide updated coverage reports at least quarterly. These reports will list members enrolled in each plan and the status of each member's coverage including those undertaking a leave under the collective agreement. Copies of such reports shall be submitted to the Bargaining Unit and to OTIP/RAEO.
 - Deduct appropriate premiums for each member's benefit plan(s) and remit to OTIP/RAEO with supportive documentation (ie. new applications, coverage reports, etc.) Such premiums will be according to the terms of the current collective agreement (1998-2000, Article 17).
 - Provide notice to the OSSTF District 7 office regarding individuals who are absent from work for a period of 20 days or more.
 - Provide members with LTD claim kits upon employee request and complete the Plan Administrators Statement.
 - Provide and/or complete a disabled member's life insurance waiver in compliance with the current insurance policy.
 - Submission of T.P.P. contributions in accordance with the current L.T.D. insurance policy.

- 2. The Teacher's Bargaining Unit of O.S.S.T.F. District 7 is responsible for the design of the benefit plans and the selection of the carrier(s). The Bargaining Unit will also assume responsibility for the following elements of the plans' operations :

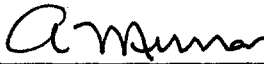
Making arrangements to resolve and deal with the final disposition of the "Adjudication of Claims" issue with the insurer.

Assume responsibility for any modification to the existing policies in conjunction with OTIP/RAEO and the insuring company. This responsibility includes but is not restricted to the addition, modification or deletion of policy provisions.

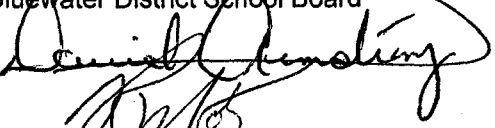
- 3. Both parties agree to meet at least quarterly as a Joint Benefits Committee with up to 4 members from each side. The purpose of this committee is to review experience data and undertake a financial review of operating benefit plans. Such meetings shall also be used to determine any additional information or duties which may be required for the ongoing maintenance and operation of the benefit plans in place at that time.

This committee will also consider the reconciliation of the benefit package costs and the manner in which any surplus or deficit resulting from the operation of the benefit packages shall be used. It is understood by both parties that any surplus or deficit in benefit premiums arising from the reconciliation of the benefits package under the collective agreement shall be applied toward the benefit package established for the subsequent benefit year.

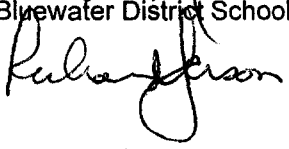
This Memorandum is deemed to be part of the Collective Agreement between the Bluewater District School Board and the Teachers' Bargaining Unit of OSSTF District 7 and shall be included in the Collective Agreement inside the signature page. The terms of this Memorandum of Understanding are grievable and arbitrable. The Board shall not be held liable for the responsibilities of the Bargaining Unit set out under Section 2 above.



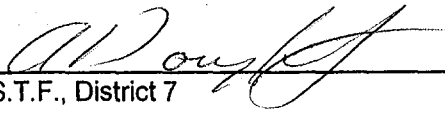
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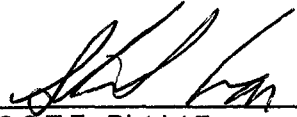
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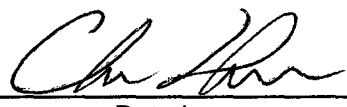
 Dated



 O.S.S.T.F., District 7



 O.S.S.T.F., District 7

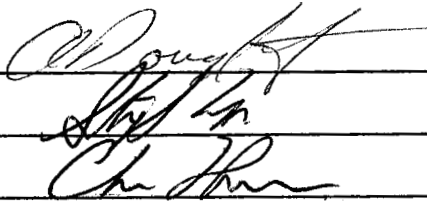


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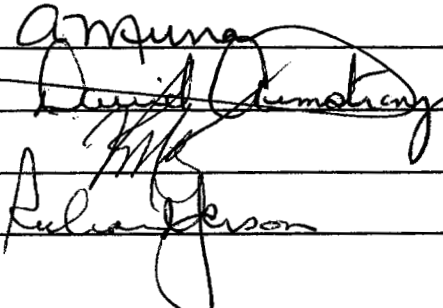
IN WITNESS WHEREOF the Parties have caused this Collective Agreement to be signed by their respective, duly authorized representatives.

DATED at Chesley, Ontario this 26th day of June, 2003.

**ONTARIO SECONDARY SCHOOL TEACHERS'
DISTRICT 7**



BLUEWATER DISTRICT SCHOOL BOARD



Letter of Understanding

BETWEEN

BLUEWATER DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION, DISTRICT 7

WHEREAS the above noted parties wish to maintain the employment insurance premium reduction and thereby agree to the following condition:

- One and ~~two~~ thirds days of pay sick leave per month **will** be provided for use in the case of personal disability.
- Will not affect the operation of Leaves - Article XVIII of the collective agreement. Leaves with pay in accordance with Article XVIII continue to be provided.

DATED at Chesley, Ontario this 22nd day of September, 1998.

Bluewater District School Board

Ontario Secondary School Teachers' Federation, District 7

Janet J. Hampel
Joh. Gault
Paul M. Gault
Richard J. Gault

Raymond J. Gault
Ch. Gault

LETTER OF AGREEMENT

Re: Extra-curricular Activities

Consistent with current legislation, the Board agrees that extra-curricular activities are voluntary and appreciates the voluntary work performed by secondary teachers in providing extra-curricular activities to students.

Dated at Chesley, Ontario this 21st day of February, 2001.

Bluewater District School Board

Janet J. Mampal
John Lamb
Michael M...
Richardson

**Ontario Secondary School Teachers'
Federation, District 7**

Al Young
Chris...

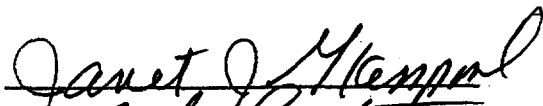
LETTER OF AGREEMENT

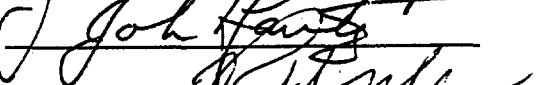
Re: Class Sizes and Student Access

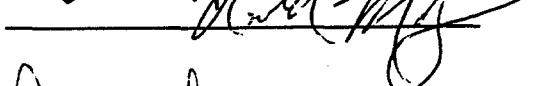
Both parties agree that it is in the best interest of a positive learning environment to have reasonable limits placed on individual classroom enrolment. It is also recognized that specific circumstances may arise in which class limits would unreasonably restrict an individual student's access to a credit course. If a situation arises in which an individual student requires admission to a course for diploma completion, graduation or particular career goals, such a situation can be appealed to the district staffing committee for consideration. Every effort will be made by both parties to balance the principle of limited classroom enrolment with the needs of the individual student and to resolve the situation in the best interests of all concerned.

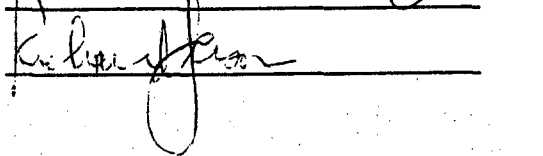
Dated at Chesley, Ontario this 21st day of February, 2001.

Bluewater District School Board









**Ontario Secondary School Teachers'
Federation, District 7**

