

COLLECTIVE AGREEMENT

BETWEEN

**THE SECONDARY SCHOOL TEACHERS
of the
ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION – DISTRICT 8**

and

THE AVON MAITLAND DISTRICT SCHOOL BOARD

for the period
September 1, 2008 to August 31, 2012



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ARTICLE 1 - DEFINITIONS

“Teacher” or “teachers” means all Secondary School teachers, Adult and Continuing Education teachers, site coordinators and supervisors, consultants and coordinators employed by the Avon Maitland District School Board who are assigned for all or most of the time to perform duties in or for the secondary panel and who are members of the Bargaining Unit. Articles of the Collective Agreement that apply to Adult and Continuing Education teachers, site coordinators and supervisors are limited to those listed in Article 26.02 (a).

“OSSTF” means the Ontario Secondary School Teachers’ Federation.

“Bargaining Unit” means The Secondary School Teachers of District 8 of the Ontario Secondary School Teachers’ Federation employed by the Board.

“Board” means The Avon Maitland District School Board.

1.05 “Administration” means the Director of Education for the Board, and the Superintendents, or those acting as designates of the aforementioned officers.

1.06 “Director” means the Director of Education for the Board.

“Occasional Teacher” means occasional teacher as defined by the *Education Act*.

ARTICLE 2 - PURPOSE AND SCOPE

Purpose

It is the intent and purpose of the parties to this Agreement, hereinafter referred to as “the Collective Agreement”, to set forth clearly certain of the terms and conditions of employment with the Board including salaries, wages and allowances which, except for error, inadvertence, or omission, shall govern the computation and payment of the salaries, wages and allowances of the teachers covered by the Collective Agreement.

Collective Agreement

Each of the parties to this Collective Agreement will make every reasonable effort to avert a breach of this Collective Agreement by any person governed by this Collective Agreement and in all respects will counsel members and representatives to abide by all terms or decisions made pursuant to or contained within the Collective Agreement and will not support in any way actions which would not be in accord with the provisions of this Collective Agreement. Notwithstanding the above, either party shall be free to challenge any arbitration decision.

ARTICLE 3 - TERM OF THE COLLECTIVE AGREEMENT

3.01 This Collective Agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Collective Agreement, in accordance with the *Ontario Labour Relations Act*.

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

3.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 3.01, the parties shall meet within fifteen (15) days from the giving of the notice to commence negotiations for the renewal of the Collective Agreement in accordance with the *Ontario Labour Relations Act*.

3.03 No amendments can be made to this Collective Agreement without the mutual written consent of the parties; nor can any amendments be made to this Collective Agreement without submitting the amendments for ratification by the parties as determined by their respective bargaining procedures.

In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations and in the opinion of either party such actions bring about changes in terms and conditions of work from those originally described in the Collective Agreement, the parties shall meet, within fifteen days of the written request of either party for such a meeting, in an attempt to agree on a method of modifying the Collective Agreement by mutual consent.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject to the other terms, provisions and conditions contained in this Collective Agreement, the parties recognize the sole and exclusive right and obligation of the Board to exercise its management rights and functions including the right to manage the affairs of the Board in all respects and to carry out such other responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Collective Agreement and which are in compliance with the prevailing statutes and regulations.

4.02 The Board agrees that none of its rights or function will be exercised contrary to the provisions of this Collective Agreement. The Board agrees that no teacher shall be disciplined, demoted or terminated without just cause.

4.03 There shall be no strike or lock-out during the term of this Collective Agreement, or any renewal of this Collective Agreement. The terms 'strike' and 'lock-out' shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 5 - RECOGNITION

5.01 The Board recognizes the OSSTF as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members employed by the Board and assigned as teachers to one or more work places.

5.02 The Board recognizes the negotiating team of the Bargaining Unit as the sole and exclusive group authorized to negotiate on behalf of the OSSTF.

- i.03 The Board recognizes the right of the Bargaining Unit to authorize the OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- i.04 The Board further recognizes the right of the OSSTF to represent a teacher at any meeting when the conduct or the competence of the teacher is being questioned. The Board or its representatives will advise the teacher of this right prior to such a meeting.
- i.05 The OSSTF and the Bargaining Unit recognize the right of the Board to utilize the services of the Ontario Public School Boards' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 6 - SALARY SCHEDULE

- i.01 The basic yearly salary for each teacher shall be the salary shown on the following grid according to the appropriate group certification classification and years of allowable teaching experience as defined in Articles 6 and 7. The onus shall be on the teacher to provide acceptable verification of the types of experience and group certification classification. Until such time as the documentation is provided to the Director or designate, a teacher shall be paid as if the teacher is in Category 1 and/or Year 0 respectively.

Effective September 1, 2008:

Years of Experience	Group			
	1	2	3	4
0	\$40 520	\$42 898	\$46 075	\$48 291
1	\$43 280	\$45 880	\$49 579	\$52 121
2	\$46 039	\$48 862	\$53 083	\$55 952
3	\$48 798	\$51 844	\$56 588	\$59 782
4	\$51 558	\$54 826	\$60 092	\$63 613
5	\$54 317	\$57 808	\$63 597	\$67 443
6	\$57 076	\$60 790	\$67 101	\$71 275
7	\$59 836	\$63 771	\$70 607	\$75 106
8	\$62 595	\$66 753	\$74 111	\$78 936
9	\$65 355	\$69 735	\$77 616	\$82 767
10	\$68 114	\$72 716	\$81 120	\$86 597

Effective September 1, 2009:

Years of Experience	Group			
	1	2	3	4
0	\$41 736	\$44 185	\$47 457	\$49 740
1	\$44 578	\$47 256	\$51 066	\$53 685
2	\$47 420	\$50 328	\$54 675	\$57 631
3	\$50 262	\$53 399	\$58 286	\$61 575
4	\$53 105	\$56 471	\$61 895	\$65 521
5	\$55 947	\$59 542	\$65 505	\$69 466
6	\$58 788	\$62 614	\$69 114	\$73 413
7	\$61 631	\$65 684	\$72 725	\$77 359
8	\$64 473	\$68 756	\$76 334	\$81 304
9	\$67 316	\$71 827	\$79 944	\$85 250
10	\$70 157	\$74 897	\$83 554	\$89 195

Effective September 1, 2010:

Years of Experience	Group			
	1	2	3	4
0	\$42 988	\$45 511	\$48 881	\$51 232
1	\$45 915	\$48 674	\$52 598	\$55 296
2	\$48 843	\$51 838	\$56 315	\$59 360
3	\$51 770	\$55 001	\$60 035	\$63 422
4	\$54 698	\$58 165	\$63 752	\$67 487
5	\$57 625	\$61 328	\$67 470	\$71 550
6	\$60 552	\$64 492	\$71 187	\$75 615
7	\$63 480	\$67 655	\$74 907	\$79 680
8	\$66 407	\$70 819	\$78 624	\$83 743
9	\$69 335	\$73 982	\$82 342	\$87 808
10	\$72 262	\$77 144	\$86 061	\$91 871

Effective September 1, 2011:

Years of Experience	Group			
	1	2	3	4
0	\$44 278	\$46 876	\$50 347	\$52 769
1	\$47 292	\$50 134	\$54 176	\$56 955
2	\$50 308	\$53 393	\$58 004	\$61 141
3	\$53 323	\$56 651	\$61 836	\$65 325
4	\$56 339	\$59 910	\$65 665	\$69 512
5	\$59 354	\$63 168	\$69 494	\$73 697
6	\$62 369	\$66 427	\$73 323	\$77 883
7	\$65 384	\$69 685	\$77 154	\$82 070
8	\$68 399	\$72 944	\$80 983	\$86 255
9	\$71 415	\$76 201	\$84 812	\$90 442
10	\$74 430	\$79 458	\$88 643	\$94 627

- 6.02 (a) Where a teacher has taught, as a regular contract teacher and/or as a long term occasional teacher and/or as an Adult and Continuing Education teacher as outlined in Article 26.06 (b), the full-time equivalent of five (5) months or more in total within one school year, the amount of increment applied the following September shall be one (1) year.
- (b) Where a teacher has taught, as a regular contract teacher and/or as a long term occasional teacher and/or as an Adult and Continuing Education teacher as outlined in Article 26.06 (b), that time will be accumulated from year to year on a full-time equivalent basis. When the accumulated teaching time equals the full-time equivalent of five (5) months, the amount of increment applied the following September shall be one (1) year. Subsequent increments shall be applied in the September following the accumulation of teaching time that equals full-time equivalent of five (5) months.
- 6.03 Teachers presently in the employ of the Board shall be placed on the grid. Their positions on the grid shall be based on the number of years of documented regular contract teaching experience, long term occasional teaching experience or Adult and Continuing Education teaching experience as outlined in Article 26.06 (b).
- 6.04 **Allowance for Related Work Experience**
- Allowances for experience in industrial and commercial life, teaching at a Community College or a University, or other related experience acceptable to the Director or designate, shall be credited for placement on the salary grid as set forth in Article 6.01 on the basis of one full year of teaching experience for each year of related experience or major portion thereof.
- The following shall not be considered for experience purposes:
- 1) part-time non-teaching employment concurrent with full-time study; or
 - 2) employment prior to secondary school graduation, except in unusual circumstances; or
 - 3) experience required for admission to any university program including internship, leading to qualification required for issuance of a Certificate of Registration in areas directly related to the subject which the teacher is qualified to teach.
- Teachers shall receive credits for Related Work Experience, year for year, up to the maximum of the salary grid.
- 6.05 **Military Service**
- An allowance for Military service acceptable to the Ontario Teachers' Pension Plan Board and for which payment for credit has been received by the said Pension Board shall be added to the years of teaching experience acceptable for use in the placement of teachers as set forth in Article 6.01.
- 6.06 **OSSTF Certification Rating Statement**
- (a) The placement of a teacher on the salary grid shall be in accordance with the Certification Rating Statement (or Letter of Evaluation where the teacher is employed on a Letter of Standing) issued by the OSSTF on the basis of the Certification Policy in effect on September 1.

- (b) Any teacher qualifying for a change in category shall receive the corresponding salary increase retroactive to the start of the school year. The teacher will be eligible for a retroactive salary adjustment with notification of a pending Certification Rating change if the notification is provided to the Board by May 31st of that school year. The teacher will submit to the Director or designate acceptable proof of the certification rating change as soon as possible.

In any case, where a teacher, through no personal fault, cannot provide the Director or designate with acceptable proof of OSSTF Certification Rating change before the times required above, the retroactive adjustment shall be protected if the teacher provides documentation to the Director or designate of the teacher's new qualifications and the attempts to establish the new Salary Group. Such salary adjustment shall be withheld until acceptable proof of the Certification Rating change is furnished to the Director or designate by the teacher. Notwithstanding this, in no case shall this retroactive adjustment be protected beyond 12 months of the date of completion of the requirements for Certification Rating change.

ARTICLE 7 - IMPLEMENTATION

- 7.01 No teacher shall be newly employed at a salary higher than that being paid to a teacher of the incumbent staff having the same or equal qualifications, experience, and responsibility. Teaching experience (increments) as provided for in Articles 6 and 7 shall be credited as of September 1 of each year.

The effective date for grid advancement will be September 1. In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

- 7.02 A teacher commencing employment with the Board shall submit proof of experience to the Director or designate. Where the teacher submits verification of acceptable teaching experience certified by the teacher's previous employer(s) by May 31st of the school year, the teacher's entitlement to retroactivity shall be protected.

ARTICLE 8 - EXTRA DEGREE ALLOWANCES

- 8.01 An annual allowance of \$1206 (~~\$1242~~ - effective September 1, 2009 ;\$1279 - effective September 1, 2010; \$1317 - effective September 1, 2011) will be paid as salary to teachers who hold a post graduate degree at the Master's or Ph.D. level if the courses comprising the said degree have not been used for group placement in Article 6. The degree allowance, as stipulated, will be paid on a pro-rated basis where the teacher is appointed to fill a teaching position for less than full-time, or where the qualification is held for less than a full school year.

A teacher may collect only one allowance under this clause.

The process and timelines in Article 6.06 shall apply to this Article.

- 8.02 The allowances payable to teachers with the Huron County Board of Education at the time of amalgamation January 1, 1998 will be grandparented.

ARTICLE 9 - POSITIONS OF RESPONSIBILITY

- 3.01 (a) **An** organizational unit for a secondary school, other than Bluewater Secondary School, of the Board shall be a Department. Departments for the assignment of positions of responsibility will be as follows: The *Arts*, Business Studies, Canadian and World Studies, Co-operative Education, English, Guidance and Career Education, Health and Physical Education, Library, Mathematics, Modern Languages, Science, Social Science, Special Education, Technological Studies (including Design and Technology). All periods/sections shall be assigned to a department in a school.

Notwithstanding the above, where a Department does not have sufficient sections to qualify for a Subject Chairperson, that Department will be combined with another Department. The principal, in consultation with the affected Departments, will submit a proposal, including rationale, for the particular combination desired to the parties. Approval of the combination will be at the discretion of the Director or designate after serious discussion at the In-School Staffing Advisory Committee and the Secondary School Staffing Advisory Committee.

- (b) A Major Head will be appointed in any Department where there is sufficient instructional time for 20 periods/sections or more timetabled, on a daily basis, or equivalent.
- (c) **An** Assistant Head will be appointed in a Department where there is sufficient instructional time for 35 periods/sections or more timetabled, on a daily basis, or equivalent.
- (d) A second Assistant Head will be appointed in any Department where there are 50 periods/sections or more timetabled, on a daily basis, or equivalent.
- (e) A Minor Head will be appointed in any Department which is not eligible for a Major Head under the criteria in (b) above. Minor Headships will be established in Departments with 12 periods/sections or more timetabled, on a daily basis, or equivalent.
- (f) A Subject Chairperson will be appointed in any Department which is not eligible for a Major Head or Minor Head under the criteria in (b) or (e) above. Subject Chairpersonships will be established in Departments with 6 periods/sections or more timetabled, on a daily basis, or equivalent.
- (g) Appointments to all Positions of Responsibility within the secondary schools shall be for a term of five years and will be renewable without the further requirement of posting and with the mutual consent of the Director or designate and the incumbent.

Six months prior to the end of a term, the Principal shall make a recommendation to the Superintendent as to whether the term of the incumbent should be renewed. The Superintendent may authorize the Principal to offer the renewal to the incumbent, subject to approval by the Director or designate. This condition shall be conveyed to, and acknowledged by, the incumbent.

Notwithstanding the above two paragraphs, during the term of an appointment, the title of the Position of Responsibility may change or the Position itself may

be eliminated if the number of periods/sections in the Department from one school year to the next crosses a threshold which requires such change. When such change occurs, there will be no red-circling of either the title or the allowance. The incumbent shall be notified of any negative change to the Position of Responsibility by the first day of school.

- (h) All Modified/Locally Developed courses in a school shall be placed in either the Special Education Resource Department or in appropriate subject based Departments in accordance with the course code designations. The decision concerning this placement in a particular school shall be in effect for a period of at least two years. The decision is at the discretion of the Principal after serious discussion at the In-School Staffing Advisory Committee.
- (i) A course shall not be moved from one Department to another until there has been serious discussion at the In-School Staffing Advisory Committee.

9.02 **Vacancies and Posting**

- a) A vacancy for a Position of Responsibility shall exist when either a new position is required or the incumbent is promoted, permanently transferred to another position, seconded, dies, resigns from teaching, retires or is on leave of absence.
- b) Where a vacancy occurs as described in Article 9.02 (a) and there is a full teaching timetable available, the vacancy shall be advertised within the system as provided for in Article 22.
- c) Notwithstanding the above, if there is not a full teaching timetable with the Position of Responsibility, the vacancy shall not be posted if it is to be filled internally in the school. If no posting occurs, the vacancy shall be advertised internally in the school for a period of two (2) school days. The vacancy shall be filled from internal applicants in an acting capacity for the period of the vacancy up until the end of the school year.
- d) When the vacancy is the result of an illness or death, the Position of Responsibility shall be filled within four (4) weeks of the commencement of the absence. When the vacancy is the result of a leave of absence, a transfer, a secondment or a resignation, the Position of Responsibility shall be filled from the commencement of the vacancy.
- e) Vacancies for Resource Teacher, Consultant and Coordinator positions shall be advertised within the system, prior to external advertising taking place.

9.03 **Allowances**

The following allowances will be added to the annual salary as set forth in Article 6.01 of teachers holding positions of responsibility in accordance with Article 9.01 or who have been appointed as resource teachers/consultants/ coordinators. The allowance stipulated will be paid on a pro-rated basis where the teacher is appointed to fill the position of responsibility for less than a full school year, or in the case of a consultant/coordinator, on less than a full-time basis.

Effective	Sept. 1, 2008	Sept. 1, 2009	Sept. 1, 2010	Sept. 1, 2011
Resource Teacher/ Consultant/ Coordinator	\$7169	\$7384	\$7605	\$7834
Major Head	\$3296	\$3395	\$3497	\$3602
Minor Head	\$2060	\$2122	\$2186	\$2252
Subject Chairperson	\$1236	\$1273	\$1311	\$1350
Assistant Head	\$824	\$849	\$874	\$900

ARTICLE 10 - METHOD OF PAYMENT

- 10.01** The method of payment, by direct deposit, shall be:
Eight per cent (8%) on the first banking day in the month of September; and then
Four per cent (4%) each on the banking days on or immediately preceding the 15th
of the month and the last day of the month from September 15 to June 15 inclusive;
and then
Sixteen per cent (16%) on the last school day in June.
- 10.02** (a) A teacher will be paid the grid salary, in the proportion that the total number of
schools days for which the teacher performed duties bears to the total number
of school days in the school year, unless otherwise expressly agreed to be-
tween the Board and the Bargaining Unit.
- (b) Where a teacher's assignment in a semester is for less than the total number of
school days in the semester, the teacher's salary for that semester shall be
calculated as in Article 10.02 (a).
- (c) Notwithstanding the above, the salary of a teacher teaching full-time for one
complete semester shall be one-half of the teacher's regular annual salary.
Teachers teaching less than full-time for one complete semester shall have
their salary prorated with respect to the salary of a teacher teaching full-time in
one semester of a school year.
- 10.03** Provided all documents required and requested under Article 6 have been submitted,
all teachers shall be advised of their own salary for the following year, subject to
adjustments, on an annual basis on or before the first instructional day in September.

ARTICLE 11 - FEDERATION FEES AND BARGAINING UNIT LEVY

- 11.01** On each pay date on which a teacher is paid, the Board shall deduct from each
teacher the OSSTF dues and any dues chargeable by the Bargaining Unit or an
equivalent amount. The amounts shall be determined by the OSSTF and the Bargain-
ing Unit in accordance with their respective constitutions and forwarded in writing to

the Board at least thirty (30) days prior to the expected date of change but not later than June 30 for changes to take effect on the first pay date of the following school year.

- 11.02 The OSSTF dues deducted in Article 11.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the last working day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N. numbers, annual salary, salary for the period and the amounts deducted.
- 11.03 Dues specified by the Bargaining Unit in Article 11.01, if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit no later than the last working day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N. numbers, annual salary, salary for the period and the amounts deducted.
- 11.04 The OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the OSSTF and/or the Bargaining Unit.

ARTICLE 12 - BENEFIT PLANS

- 12.01 (a) The parties agree that the levels of benefits currently available to teachers under Article 12 shall only be altered by mutual agreement of the parties.
- (b) After a teacher's sick leave has expired, the Board's share of the premium costs of the Benefit Plans set out below shall terminate. The teacher will be permitted to maintain enrolment in the benefit plans at the teacher's cost.
- (c) The Board shall continue to pay the Board's share of the premium costs of the Benefit Plans as set out below on behalf of a teacher during leaves of absence without pay of less than one month.
- (d) Except where specifically stated otherwise in this Collective Agreement, where a leave of absence without regular pay of one month or more is taken, a teacher shall be responsible for the full payment of benefit premiums for each month during which the teacher is on leave. There shall be no sick leave usage or accumulation while on leave, but all other benefits may be continued at the discretion of the teacher. The arrangement must be made prior to the commencement of the leave and will govern the full period of the leave. In any event, all benefits will be automatically reinstated when the teacher returns from leave.
- (e) It is the teacher's responsibility to submit the proper signed documents in respect to benefit coverage in order to have benefits made effective. In any event, mandatory benefits shall commence on the effective date of the teacher's employment. The Board shall not be liable in any respect for optional benefits should the teacher fail to file the necessary documentation provided that the Board indicates to the teacher in writing, with a copy to the Bargaining Unit, that such documentation has not been received.

- (f) A copy of the Group Master Policy or Policies of the Insured Benefit Plan shall be given to the Bargaining Unit. In the event that a change in carrier(s) of the Insured Benefit Plan occurs, the Board agrees to implement the same coverage as described in the Master Policy(ies) or such other plan that the Bargaining Unit agrees is appropriate as a substitute.
- (g) Up-to-date information describing each insured benefit shall be provided by the Board to every teacher. Whenever coverage under an insured benefit is changed, details of this change will be provided to every teacher as soon as possible.
- (h) The Board will provide to the Bargaining Unit a copy of annual reports submitted by the insurance consultants for each benefit plan, except for any portion of the report which contains information protected by privacy legislation.
- (i) A teacher who retires **from** the Board prior to age 65 may retain membership in the group benefit plans as set out below, subject to the agreement of the carrier. The retired teacher shall pay annually in advance the full cost of all premiums related to participation in such plan(s) at the same group rates as active teachers. Membership in the plan(s) may be maintained until such time that the retired teacher attains the age of 65. The retired teacher will be required to reimburse the Board for any premium increases which may occur during the year.

Retired teachers shall be charged a monthly administration fee for each of the three benefit plans (Life, Major Medical and Dental) in which enrolment is continued. Effective September 1, 2000 this fee shall be \$5.00 per month per benefit plan enrolled.

Effective September 1, 2001, the premium rates for retired teachers will be based on claims experience for the retired teachers and may be different from the group rates for active teachers, unless the ownership of the benefit plans is assumed by the Bargaining Unit.

- (j) In the event that a teacher dies while employed by the Board, the Board shall continue the Benefit Plans and shall continue to pay the Board's share of the premium costs of the Benefit Plans set out below for the survivors of the teacher for a period of six (6) months beyond the death of the teacher provided that the teacher was enrolled in such Plans at the time of death. In the event that a retiree dies while receiving benefits through the Board, the Board shall continue the Benefit Plans for the survivor(s) of the retiree for a period of six (6) months beyond the death of the retiree and at the survivor(s) expense.
- (k) With respect to optional benefits, teachers are entitled to request coverage, changes in coverage or cessation of coverage in writing in the event of a change in the status of the teacher (marriage, divorce, separation, death of a spouse, change in employment status, birth, adoption or death of a dependent or a change in a spouse's benefit plan over which the spouse has no control) at any time. Such requests, in the absence of a status change, may only be made once per school year.

12.02 (a) **Major Medical Benefit Plan**

- (1) The premium shall be paid 90% by the Board and 10% by the Teachers.
- (2) A one time reimbursement of \$300 shall be provided for laser eye surgery for insured persons 18 years of age or older. Effective September 1, 2007, the rate for reimbursement for frames, lenses, and the fitting of prescription glasses, including prescription sun glasses and contact lenses shall be up to an overall maximum of \$400 in any two consecutive calendar years for insured persons 18 years of age and over, and \$200 in any calendar year for insured persons under age 18.
- (3) The total yearly maximum payable per person for professional services as outlined by the insurer being that of a psychologist, speech therapist, podiatrist, osteopath, naturopath, masseur, chiropractor and/or physiotherapist shall be \$450 for each type of professional practitioner. The limit per visit established in the Plan shall be \$30 per visit.
- (4) The limit for orthopaedic shoes, orthopaedic modifications to shoes and orthotics shall be two (2) in any two (2) calendar years.
- (5) On behalf of each covered individual or family, the Major Medical Benefit Plan will pay all eligible expenses which are in excess of the deductible of \$10 for an individual or \$20 for a family with no one member of the family contributing more than \$10.
- (6) Hearing aids shall be reimbursed at the rate of \$500 every 60 months, Payment for hearing tests done by an audiologist will be paid by the Major Medical Plan.
- (7) The Major Medical Benefit Plan shall provide both semi-private and private hospital insurance coverage.
- (8) The Major Medical Benefit Plan shall provide Out-of-Province insurance coverage.

(b) **Additional Out-of-Province Insurance Plan**

An additional optional Out-of-Province Insurance Plan will be made available to teachers individually. In order to be eligible to enrol in this Plan a teacher must also be enrolled in the Major Medical Benefit Plan provided for in Article 12.02(a). This Plan shall be at the teacher's expense when the teacher elects to enrol in the Plan.

12.03 **Life Insurance Plans**

(a) **Teacher Life Insurance**

The premium shall be paid 0% by the Board and 100% by the Teachers.

There is a waiver of premium on disability to age 65 years. A conversion option is available upon termination.

Basic Coverage:

The basic coverage for each teacher shall be either \$25,000 or 1, 2, 3, or 4 times the teacher's salary as selected by the teacher. Participation in the basic coverage shall be a condition of employment.

Optional Coverage:

In addition to the basic coverage, a teacher may apply for additional life coverage in multiples of \$10,000 to a maximum of \$500,000. Optional coverage is further limited in that the combined total of the basic coverage and the optional coverage for an individual teacher shall not exceed a maximum of \$525,000.

(b) **Accidental Death and Dismemberment**

The Board shall make available to each teacher Accidental Death and Dismemberment coverage as offered by the Ontario Teachers' Insurance Plan. Such coverage will be at the teacher's expense and at the group rate.

(c) **Dependent Life Insurance**

Members of the Branch Affiliate, who are enrolled in the Group Life Insurance Plan, may purchase life insurance on a spouse and/or dependents in amounts as shown below.

	Optional Units	Maximum
for a spouse	\$10,000	\$100,000
for a dependent	\$5,000	\$50,000

Such coverage shall be at the teacher's expense at the group rate.

12.04 **Long Term Disability Insurance**

The premium shall be paid 100% by the teachers. Participation in the plan shall be a condition of employment. The carrier will be at the option of the Bargaining Unit, provided 100% of the premium continues to be paid by the teachers. The Board agrees to administer this Plan incurring financial liability only to the extent of the enrolment of teachers and the deductions and submissions of premiums. The Bargaining Unit agrees that any plan design changes will not result in increased workload levels for Board staff or costs to the Board unless agreed to by the parties.

12.05 **Dental Plan**

Dental Insurance will be that offered by the Ontario Teachers' Insurance Plan. Overaged dependent students to age 25 are covered under this dental plan.

This plan shall be the Liberty Health Plan (or an equivalent plan) which shall include the following:

- (1) Liberty Health Plan 9.
- (2) Liberty Health Rider 3 (Orthodontics) with co-insurance on a 50%/50% basis and a \$2000 lifetime maximum payout per individual.
- (3) Pit and fissure sealants.
- (4) The balance of Liberty Health Rider 2 (Dentures) with no deductible, no maximum and co-insurance on a 50%/50% basis.
- (5) Liberty Health Rider 4 (Major Restorative and Prosthodontic Services) with no deductible, no maximum and co-insurance on a 50%/50% basis.
- (6) For recall, (including but not limited to oral exams, bite wing x-rays, oral hygiene, oral hygiene instruction and scaling), benefit eligibility will be limited in frequency to once every six months for dependent children and to once every nine months for teachers and their spouses.

The premiums for this dental plan shall be based on the Ontario Dental Association schedule in effect in the year previous to the current schedule.

The premium shall be paid 90% by the Board and 10% by the Teachers.

12.06 Canada Savings Bonds

The Board agrees to accommodate the purchase of Canada Savings Bonds by teachers by providing for payroll deductions and necessary remittances.

12.07 Employee Assistance Program

The parties agree to share equally the costs of an Employee Assistance Program. Participation in this Program shall be a condition of employment.

12.08 Ontario Teachers' Group Registered Retirement Savings Plan

The Board will process deductions for the OTG Registered Retirement Savings Plan at no cost to the teachers. Such deductions shall be sent to OTG, 57 Mobile Drive, Toronto to arrive within ten (10) days following the pay date.

ARTICLE 13 - LEAVE PLANS

13.01 Sick Leave Plan

- (a) The Board shall administer a sick leave plan and maintain a sick leave account for every teacher who is a member of the Bargaining Unit. The account shall show a record of the teacher's credited, accumulated and used sick leave. A written statement of the account shall be provided to the teacher prior to the first instructional day of each school year.
- (b) Where a teacher of another board becomes a teacher of this Board, the teacher shall be entitled to have sick leave accumulated under the provisions of the board in which the teacher was previously employed transferred to the sick leave account in this Board subject to the terms and conditions outlined in this Article. Sick leave credits accepted for transfer shall not include any credits which were required for entitlement to a severance gratuity or other benefit received from the former board. The onus is on the teacher to provide the Director or designate with documentation, duly signed by the former board, of the previously accumulated sick leave.
- (c) Each teacher shall be credited with twenty (20) days of sick leave on the first working day of the school year. The unused balance of the twenty (20) days of sick leave shall be accumulated at the end of the school year to the teacher's sick leave account. The sick leave credits for each teacher will be carried forward to the Board from the boards in existence prior to January 1, 1998.
- (d) Notwithstanding (c) above with respect to the twenty (20) day sick leave credit on the first day of the school year, where a teacher exhausts his or her sick leave accumulation and remains on unpaid sick leave, no further sick leave credits shall be credited until such time as the teacher returns to active duty.
- (e) Teachers who commence employment during the school year shall be credited with a pro-rated number of sick leave days.

- (f) The sick leave account for each teacher shall be debited one day for each day of absence due to illness. Such debits will be made first from the twenty (20) days of sick leave credited for the school year during which the absence takes place and, upon the exhaustion of the 20 days, debits shall be made from any accumulation in the teacher's sick leave account. During such absence, until the sick leave accumulation and account are exhausted, each teacher shall receive normal salary and benefits.
- (g) The maximum balance of unused sick leave which may be carried forward at the end of one school year to the teacher's sick leave account for the following September will be 240 days.
- (h) Medical or Dental certification with respect to payment for absence under the Sick Leave Plan shall be provided by the teacher upon the request by the Director or designate. Such costs for medical certification required by the Board shall be paid by the Board.
- (i) No sick leave credits shall be accrued by a teacher on a leave of absence without pay for a continuous period of four weeks or more.
- (j) Deductions shall be made from the sick leave plan where a teacher is unable to work due to personal illness, accident or disability.
- (k) All sick leave credit, accumulation and deductions under this plan shall be pro-rated accordingly for part-time employees.
- (l) It is agreed that, when a teacher is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:
 - (a) The Loss of Earnings Benefits shall be remitted to the Board until the teacher's sick leave credits expire.
 - (b) The teacher shall receive full pay from the Board up to the expiration of the teacher's sick leave credits.
 - (c) There shall be a deduction of sick leave credits to represent the time equivalent of the cash supplement provided by the Board.
 - (d) Where a residual permanent loss of physical ability to perform or a deficiency described by the Workplace Safety and Insurance Board as less than "100% physical capability" results, the teacher shall retain the award:
 - (1) at any time if received as a lump sum,
 - (2) commencing with the first day of return to work if received as a continuing benefit.
- (2) Notwithstanding any of the foregoing, a teacher shall have the option to accept the Loss of Earnings Benefits in lieu of full pay from the Board. There shall be no deduction from sick leave if this option is selected.

13.02 Special Leave

- (a) Leave of absence on special grounds without loss of pay, benefits or sick leave credits for a total of not more than three (3) days in a school year may be granted at the discretion of the Principal. The teacher shall share in confidence

the general nature of the request with the Principal. Such leaves may be granted for:

- essential personal matters
 - personal reasons not including a person's business
 - family illness
 - University/College examinations
 - attendance at summer courses that commence prior to the end of the school year
 - personal/family involvements in weddings, graduations, and other such ceremonies
 - religious holy days
 - family involvement around the time of adoption of a child
 - divorce and/or child custody proceedings
- (b) The parties agree that requests for time under this Article shall not be used just prior to or just after a holiday period to extend the holiday. Exceptions may be granted by the Director, or designate.
- (c) Notwithstanding the above, a principal may grant additional leaves of up to one half day without loss of pay, benefits or sick leave. Such leaves shall not make use of occasional teachers. Such leaves will not be counted as part of the leave time allowed in Article 13.02 (a).
- (d) Provincially-Recognized Curriculum Association Leaves
- A principal may grant additional leaves without loss of pay, benefits or sick leave for the involvement of a teacher in professional curriculum associations in which the teacher plays a significant role.

13.03 **Bereavement Leave**

- (a) Absence of **up to five (5) days** per occasion shall be granted without loss of pay, benefits or sick leave credits where absence is due to a death in the immediate family. Immediate family shall mean the teacher's spouse/partner and the parents/former guardians, brother/brother-in-law, sister/sister-in-law, child, grandparents, grandchildren, step-sister and step-brother of the teacher or the teacher's spouse/partner.
- (b) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the teacher plays an active part as pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay, benefits or sick leave credits. Attendance by a teacher at a student's funeral shall be allowed without loss of pay, benefits or sick leave credits.
- (c) Where a teacher requires travel time for absences in (a) and (b) above, such time, in addition to (a) and (b) above, may be granted by the Director or designate.
- (d) For absences in (a) and (b) above, additional time may be granted at the discretion of the Director or designate.
- (e) An occasional teacher will be hired to replace a teacher who is on Bereavement Leave. In the case of sudden bereavement during the school day, an

occasional teacher will be hired as soon as possible and no later than the second day, for the remainder of the Bereavement Leave.

13.04 **Compassionate Leave**

Upon application to the Principal, and at the discretion of the Principal, a teacher may be granted up to two (2) days of Compassionate Leave of Absence in any one year without loss of pay, benefits or sick leave credits. A Compassionate Leave may be granted by the Principal in emergency situations which necessitate the teacher's attention and are beyond the teacher's control, for family illness or for extension of bereavement leave.

13.05 **Quarantine, Jury Duty, Witness Duty or Hearings**

- (a) Absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the teacher is not the person who commences the action or application shall be granted without loss of pay, benefits or sick leave credits. Service fees as are received by the teacher for jury or witness duty shall be remitted to the Board by the teacher.

Notwithstanding the foregoing, absence of a teacher required to attend court proceedings in the event of an accident or other similar incident, not caused by the teacher, may be allowed under this Article, subject to the discretion of the Superintendent of Human Resources.

- (b) Ontario College of Teachers or Arbitration Hearing

When OSSTF is representing a teacher at an arbitration or an Ontario College of Teachers mediation/hearing, the teacher shall be granted leave under 13.02 and 13.04. If the arbitration absolves the teacher or the Ontario College of Teachers does not discipline the teacher as a result of the hearing, any days used will be reinstated to the teacher.

13.06 **Professional Development Plan**

- (a) **Purpose**

To establish a fund and a process to support the continued professional development of teachers.

On September 1 of each year, the Board shall issue a cheque for **\$54,750** to the Treasurer of the Bargaining Unit to be used solely for the purpose of funding professional development in accordance with the general guidelines defined in Article 13.06 (b). In addition, on September 1 of each year, the Board shall issue a cheque for \$8,000 to the Treasurer of the Bargaining Unit for school, area or system professional development activities.

- (b) **Terms of Reference for Professional Development Plan Review Committee**

The Professional Development (PD) Plan Review Committee will consist of **3** representatives of the Bargaining Unit and three representatives of the Board. One Bargaining Unit representative and one Board representative will be chosen to co-chair the committee. The Bargaining Unit and Board representatives will be chosen with the intent to serve a minimum of two years, with an annual replacement of one of the representatives.

The PD Plan Review Committee will establish general guidelines for the use of the PD funds.

(c) Terms of Reference for Professional Development Plan Committee

The Professional Development (PD) Plan Committee which is a standing committee of the Bargaining Unit shall consist of one representative from each of the secondary schools and a Bargaining Unit Executive member. The PD Plan Committee shall meet on a monthly basis to review the use of the PD funds and provide any approvals necessary.

The PD Plan Committee shall be set up by September 15 of each year and shall notify all schools of the dates established for applications for funds not later than September 30 of that school year.

The PD Plan Committee shall, at its initial meeting each year, establish budget allocations for each school and shall notify all schools of such allocations not later than September 30 of that school year.

The PD Plan Committee shall report to the PD Plan Review Committee on an annual basis or as required by the PD Plan Review Committee.

(d) Procedures re: Applications

Applications for use of P.D. funds will be sent to the Chair of the P.D. Plan Committee with a copy to the Principal

13.07 Sabbatical Leave Plan - suspend for the duration of the collective agreement.

(a) Eligibility

To be eligible for Sabbatical leaves a teacher must have a minimum of 3 years' service with the Board.

(b) Purposes of the Plan

(1) to provide for teachers who qualify under the plan, up to one (1) semester of professional development leave in order to expand their knowledge, **skill** and understanding through contacts with other teachers and professional activities.

(2) to provide for the dissemination of the benefits realized from Sabbatical leaves.

(c) Scope of the Plan

To provide monies for approved plans for study, research, upgrading or retraining, or other worthy plans which in the opinion of the Sabbatical Leave Plan Selection Committee would benefit both the teacher and the school system.

(d) Operation of the Plan

Each year a Sabbatical Leave Plan Selection Committee will be established in September to consider, select and approve Sabbatical Leave Plans. The approval of a plan is to be subject to the securing of a suitable replacement teacher. If an application is rejected, then the reason(s) for rejection will be given to the applicant, but the decision of the committee shall be final and without appeal.

The Selection Committee shall be comprised of the following:

2 trustees

2 teachers appointed by the Branch Affiliate

1 principal named by the Director

1 senior administrator named by the Director who will act as chairperson and secretary of the committee

(e) **Manner of Application**

(1) A teacher when applying should detail in writing the following:

- the purpose of the leave
- the period of time involved
- the place or location
- an outline of the plan or activity to be undertaken
- information concerning the date, type and length of any previous leaves approved under the Sabbatical Leave Plan
- the benefits to be sought or realized by the teacher, the school, the system, and the method(s) by which the teacher will undertake to share and disseminate the benefits realized from the leave.

(2) Applications must be received by October 1 for the period beginning in January, February, March or by January 1 for the period beginning in April, May, June, or by April 1 for the period beginning in September, October, November, December of the following school year, and should be directed to:

Secretary, Sabbatical Leave Plan Selection Committee, Avon Maitland District School Board, 62 Chalk Street North, Seaforth, ON N0K 1W0

(3) Applicants will be required to meet with the Selection Committee to discuss their plans and, where applicable, to submit proof of admission to the proposed institution of study or research.

(f) **Approval of Application and Expenditure**

For any activity lying within the scope of the Sabbatical Leave Plans, approval of plans (application) within budget limitation shall be at the discretion of the Sabbatical Leave Plan Selection Committee.

(g) **Allowable Expenses**

For Sabbatical Leaves, the applicant will receive, during the term of the leave, an allowance which shall be 75% of the total salary including allowances the applicant would have received had the applicant remained on staff in the applicant's teaching situation.

In order to qualify for Sabbatical Leaves, an applicant shall enter into an agreement in writing that the applicant will continue in the employ of the Board for a period of one year subsequent to the year in which the leave is taken. Except where the teacher cannot fulfill the obligation of continued service because of termination of employment specifically due to redundancy, such agreement shall provide that a teacher returning from leave and not

wishing to or able to teach for the required period shall repay all the allowance received during the term of the leave.

Since the granting of Sabbatical Leave involves the assignment of the teacher on partial salary to an agreed upon special program, the Board agrees to:

- (1) make the required pension deductions;
 - (2) continue normal contributions to the premiums of the benefit plans as described in Article 13;
 - (3) on return, place the teacher on salary as if the teacher had continued on staff instead of taking leave and with credit for any increased qualifications properly documented.
- (h) While it is understood that the plan is not established for the purpose of obtaining certification of higher qualification for salary purposes, the possible attainment of higher qualification shall not in itself preclude the granting of leave.

13.08 Leaves of Absence Without Pay

- (a) Leaves of absence without pay, either full-time or part-time, will be available to teachers for one full school year or any part of a school year according to the following:
- (1) **Full-Time Leave of Absence**

A written request for a leave shall be directed to the Director or designate. For a leave of one-half year or more, the request shall be received four school months prior to the commencement of the leave. Requests for leaves of absence, for a full year or semester/half year shall be granted to teachers if the application for leave is received by the Director or designate by the deadline. The granting of leaves for late applications will be at the discretion of the Director or designate.
 - (2) **Extension of Full-Time Leaves**

The teacher on a leave of absence for a full year or part of a school year may request an extension of the leave by the Director or designate. Such request shall be in writing and shall be received no later than four school months prior to the original end date of the leave. The teacher shall confirm the date of return or submit a request for an extension of the leave stating the reason(s) for the request four months prior to the date of return. An extension of a leave may be granted provided the teacher's request for such an extension complies with the appropriate deadlines. If a request for an extension of a leave is not received, the teacher shall be expected to return to active employment with the Board for the following school year. In either case, the deadline for application may be waived for an individual teacher at the discretion of the Director or designate
 - (3) **Part-Time Leaves**

Requests for part-time leaves of absence to teach a reduced timetable for the next school year shall be granted to teachers as outlined in (1). The granting of leaves with specific timetabling requests will be at the discretion of the Director or designate. Article 20 shall apply to teachers on a part-time leave with a reduced timetable in the same manner as for part-time teachers.

(4) Short-Term Leaves of Absence

Leaves of absence without pay for less than a full year or less than a full semester may be granted by the Director or designate. Teachers should submit their request as far in advance of the request date(s) as possible, allowing sufficient time for a response.

- (b) Subject to Article 17, at the conclusion of the leave of absence, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board within the meaning of Article 17 during the period of such leave. Subject to Article 13.01 (i), the teacher will not be entitled to have any sick leave credits placed to the teacher's credit during the term of the leave of absence, nor will the teacher be entitled to any benefits under the Sick Leave Plan. There shall be no loss of sick leave credits previously accrued. The term of the leave of absence shall not count as teaching experience for salary grid purposes.
- (c) Subject to continuing eligibility and in accordance with Article 12, a teacher who is granted leave of absence may retain membership in any of the group benefit plans to which the teacher belonged at the time the leave commenced. Where a teacher is on full-time leave of absence for the entire school year, the teacher shall be responsible for the full premium costs for the period of absence in order to maintain participation and coverage under the group benefit plans. Proration of premium costs for a teacher on a partial leave of absence shall be on the same basis as set out for part-time teachers in Article 20.04.

13.09 Parenthood Leaves

(a) Pregnancy Leave

When a teacher is pregnant, she should inform the principal at least two school months in advance of the expected birth date in order to provide an orderly changeover of classroom duties if a pregnancy leave is required.

(b) Adoption Leave

- (1) When a teacher expects to adopt a child, the teacher should inform the principal as far in advance of the adoption date as possible and request a leave in order to provide an orderly changeover of classroom duties.
- (2) In the event that either parent of the adopted child wishes to have a leave of three days or less for adoption purposes, such leave shall be granted without loss of pay. A further **two** days of leave with pay shall be approved, if requested by the teacher, but shall be subtracted from the days available under Article 13.02 - Special Leave.

(c) Statutory Parental Leave

As per the *Employment Standards Act*, where a teacher takes a statutory pregnancy leave, the statutory parental leave will follow the pregnancy leave directly. Where a teacher is not entitled to statutory pregnancy leave but is entitled and wishes to take statutory parental leave, the teacher should inform the principal at least **two** school months in advance of the expected date the leave is required in order to provide an orderly changeover of classroom duties.

- (d) The following conditions apply to leaves under Article 13.09 (a), (b) and (c).
- (1) Statutory Pregnancy, Adoption and Parental Leave shall be in accordance with the *Employment Standards Act*, Revised Statutes of Ontario 2000, Part XI, sections 45-49, as may be amended from time to time. These sections are attached in Appendix A.
 - (2) Normal salary shall not be paid during the leave. However, for Statutory Pregnancy and Parental Leaves, the Board shall compensate the teacher as outlined in below:
 - (i) For all pregnancy and parental leaves the Board shall pay the teacher two (2) weeks of regular pay during the two (2) week waiting period prior to the receipt of Employment Insurance payments. Such payment shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.
 - (ii) For a teacher on statutory pregnancy or parental leave where there is not a two (2) week waiting period prior to the receipt of Employment Insurance payments the teacher will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the first two (2) weeks of leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made. The top-up payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.
 - (iii) For pregnancy leaves, the Board shall pay a "top-up" payment following the waiting period or, when the waiting period occurs before the birth of the child, immediately following the birth of the child. Such payment which when added to the Employment Insurance benefits shall be equal to 100% of the teacher's regular pay for the next six (6) weeks of the leave for those instructional days which occur during the school year. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.

No sick leave credits shall be deducted as a result of payments above.
 - (iv) If not eligible for Employment Insurance, or if the teacher so chooses, the teacher shall be entitled to sick leave during the instructional year for the first six (6) weeks from the date of delivery if the teacher has sufficient sick leave to her credit in lieu of (iii) above.
 - (v) Should a delivery or pregnancy related medical issue develop during the specified period of time in (i), (ii), (iii) or (iv) above, the teacher may be eligible for further sick leave. It is understood that time on sick leave in these circumstances counts as time for the purposes of Sick Leave.
 - (3) The Board's normal contributions to the premiums of the benefit plans as described in Article 12 shall be continued during the statutory leave but this continued Board contribution shall not exceed the statutory period.

- (4) Statutory leave shall count as teaching experience for salary grid placement purposes.
- (5) Upon return to duty and subject to Article 17, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists. The teacher shall be entitled to any change in salary scales made effective during the period of absence. The teacher shall suffer no loss of seniority or other benefits as a result of the statutory leave.
- (6) Any teacher who commences a statutory leave shall receive all wages or salaries owing prior to the commencement of the leave, whenever administratively possible.
- (7) A teacher shall be granted a statutory leave during the teacher's first 13 weeks of employment with the Board.

(e) **Paternity Leave**

Leave of absence without loss of pay occasioned by and around the time of birth or adoption of a child shall be granted to the father. Such leave shall be for a total of not more than three (3) days.

(f) **Non-statutory Parental Leave**

Upon request a teacher shall be granted **up** to three (3) years of non-statutory parental leave immediately following the end of the statutory parental leave. The terms of such leave shall be in accordance with 13.08 (b) and (c) under Leaves of Absence Without Pay.

13.10 Teacher Funded Leave Plan

- (a) The Board agrees to make leaves of absence available to enable teachers to participate in a plan whereby n years (or half years) of earned pay will be distributed over $n + 1$ consecutive years (or half years). Where a half year leave is requested, such request must be for the first half or the second half of a school year.

Teacher funded leaves will be in accordance with the *Income Tax Act*, the Regulations thereunder, any applicable Revenue Canada rulings or legislation, *Teacher's Pension Act* requirements and any other legislation governing deferred salary leave plans.

The period of salary deferral shall not exceed six (6) years. The leave period will be taken at the end of the salary deferral period.

- (b) The teacher will be required to return to the employ of the Board for at least a period that is not less than the period of the teacher's leave of absence, after completion of the plan, unless the plan is cancelled prior to the year of leave.
- (c) Written application for participation in the plan shall be submitted to the Director or designate no later than April 15 preceding the school year in which the teacher wishes to begin the plan.

Written acceptance or rejection with reason(s) by the Director or designate shall be given to the teacher no later than May 30, in the year application is made. Such reasons for denial may include, but are in no way limited to, a situation where, in the opinion of the Director or designate, the program of the school or the system would be detrimentally affected by the leave.

A standard written agreement between the Board and the teacher shall be completed by June 25.

- (d) The teacher shall have the right to request withdrawal from the plan in cases of financial or other hardship, as deemed acceptable under the governing legislation, up to March 1 immediately preceding the school year in which the leave is to be taken. Such request is subject to the approval of the Director or designate. However, in exceptional circumstances and with the approval of the Director or designate, a teacher may withdraw from the plan after March 1.
- (e) During the period of the leave, there shall be no sick leave coverage or accumulation. For leaves of one full school year, the teacher shall be responsible for the full premium costs for the period of absence in order to maintain participation and coverage under the group benefit plans. For leaves of less than one school year, the Board's share of benefits will be in accordance with Article 20.04. The arrangement for benefits must be made prior to the commencement of leave and will govern the full period of the leave. In any event, benefits will be reinstated when the teacher returns from leave at the same levels held by the teacher prior to commencement of leave.

The parties recognize that the legislative requirements for payroll deductions, such as income tax, Teachers' Pension Plan, employment insurance and Canada Pension, shall be applied in accordance with the Acts and Regulations in effect at the time. It is the teacher's responsibility to make contributions that are optional. Neither the Board 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' Pension Plan provisions, income tax implications, employment insurance and the Canada Pension Plan. Notwithstanding the above, the Board shall make the normal deductions and remittances for these programs.

- (f) Should a teacher withdraw from the plan according to section (d), or should a teacher die or resign from the employ of the Board prior to taking the leave, or should a teacher be declared redundant and actually be placed in a redundant position prior to taking leave, the Board shall pay to the teacher or the teacher's estate or beneficiary, the withheld salary and applicable allowance money together with interest accrued in the trust account. Such payments shall be made within thirty (30) days of the Board receiving official notice of the above,
- (g) A teacher enrolled in the plan shall continue to accumulate seniority during the period of the leave.
- (h) A teacher enrolled in the plan shall not receive teaching experience credit for the period of the leave for the purpose of salary increment.
- (i) Subject to Article 17, at the conclusion of the leave of absence, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists.
- (j) Teachers enrolled in the plan are subject to all the provisions of the Collective Agreement in the same manner as if they were not enrolled in the plan.
- (k) In each year (or half year) of membership in the plan preceding the year (or half year) of the leave, the appropriate proportion of salary and allowances will be retained by the Board and held in trust for the teacher to be paid out during the period of the leave. Interest earned on the deferred salary shall be consistent with the Board's usual financial practices. Such interest shall be held in the trust account for the teacher and will be paid to the teacher during the leave period with the deferred salary and allowances.

During the period of the leave, the Board shall pay the teacher the accumulated monies held in trust for the teacher in either,

- (1) instalments conforming to the regular pay periods and in the proportional amounts set forth in Article 10 for the period of leave, or
 - (2) one or two lump sums, if requested by the teacher in special, extenuating circumstances.
- (l) A leave period may be deferred for compelling personal reasons, at the request of the teacher and with the approval of the Board. Such request for deferral must be given in writing to the Director or designate by March 1 preceding the school year in which the leave was first scheduled to occur.

In the event that a suitable replacement is not available for a teacher who has been granted a leave, the Board may defer the period of leave. Notice of such deferral shall be given in writing by March 1 by the Director or designate preceding the school year in which the leave was first scheduled to occur. In this instance, a teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within thirty (30) days of the date of withdrawal.

In exceptional circumstances and with the approval of the Director or designate, a leave period may be deferred after March 1.

In all cases the leave period shall be completed within seven (7) years from the date of enrolment in the plan.

- (m) A teacher who was enrolled in a Teacher Funded Leave Plan with either of the predecessor boards on December 31, 1997 will continue to be governed by the terms of the appropriate respective collective agreement until such time as the plan is complete.

Notwithstanding the above, upon return to duty and subject to Article 17, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists.

A teacher who was enrolled in a Teacher Funded Leave Plan or a Teacher Funded N Over N+1 Plan in accordance with the provisions of the collective agreements with predecessor boards of the Board shall be governed at the earliest practical opportunity by the Teacher Funded Leave Plan terms as defined by this Collective Agreement for interest payment during the period of the plan prior to the leave and payment method of deferred salary and interest during the leave period.

13.11 Long Term Leaves of Absence for Reasons of Illness, Accident or Disability

A teacher who is absent from work for reasons related to illness, accident or disability shall be granted long term leave of absence without pay when the teacher's sick leave credit is exhausted and/or the teacher is in receipt of long-term disability benefits.

If a teacher who is absent for reasons related to illness, accident or disability for 36 consecutive months, or for a longer period extended by sick leave credits, wishes to return to teaching, the teacher must notify the Board by registered letter of the desire to return to teaching no later than April 1 prior to the school year in which the teacher wishes to return to teaching. It is agreed that, in circumstances where a teacher is not able to give the notice as required above, every reasonable effort will be made to provide the teacher with a position within the complement. The teacher

must provide a doctor's certificate verifying the teacher's ability to return to teaching duties. Subject to the provisions of Article 17, the teacher who has fulfilled the notice requirements above, will be returned to the same school in which the teacher was most recently employed and to the previously held position if it still exists. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board during the period of leave.

Notwithstanding the above, the Board acknowledges its responsibility to accommodate the return to work of a teacher in accordance with prevailing legislation.

ARTICLE 14 - SEVERANCE PAYMENT PLAN

14.01 Teachers who were hired to teach in Huron County secondary schools prior to September 30, 1998 shall be entitled to a Severance Payment in accordance with Articles 14.03, 14.04 and Appendix B which is attached.

14.02 All other teachers shall be entitled to a Severance Payment as described below.

A teacher, having at least ten years of continuous employment immediately prior to retirement with the Board or the predecessor boards shall have the teacher's salary continued for a period equal to 50% of the teacher's accumulated sick leave credit for the continuous period but the payment shall not exceed one-half of the annual salary rate of the teacher for the 12 months immediately preceding retirement. In this respect, the term 'salary rate' shall be interpreted as being the normal rate of pay, excluding night school, fringe benefits, etc, during the year immediately preceding retirement.

Acceptable reasons for retirement shall be:

- (1) age 65 or older for any teacher; and
- (2) receipt of a pension or the commuted value of a pension from the Ontario Teachers' Pension Plan.

Calculation of Severance Payment Plan

$$= \frac{\text{accumulated sick leave}}{2} \times \frac{\text{annual salary}}{200}$$

The gratuity payable shall not be greater than the allowance in the following schedule:

<u>Years of Experience</u>	<u>Maximum Allowance</u>
10	20%
11	22% of annual salary rate for the year
12	24% immediately preceding retirement
13	26%

and for each additional year of continuous employment a further 2% up to a maximum allowance of 25 years and over, 50% of annual salary rate of the teacher for the year immediately preceding retirement.

14.03 The severance payment shall be paid immediately following separation from the Board. A teacher may choose the option of receiving two equal payments spread over two years. Under such two-payment option, the Board shall not be expected to pay any interest.

14.04 In the event of death of a teacher after retirement, any gratuity accrued but unpaid in accordance with the foregoing terms and conditions shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

In the event of death of a teacher with a minimum of ten years' continuous employment, prior to death, with the Board and where death occurs prior to retirement, the benefits of this plan shall be calculated specific to the deceased teacher and this amount shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

ARTICLE 15 - LIAISON COMMITTEES

15.01 Liaison Committees exist for the purpose of discussion of matters of concern to the Board and the Bargaining Unit.

Each Committee shall be comprised of three (3) teachers appointed by the Bargaining Unit, three (3) Board representatives to be appointed by the Board, at least one of whom shall be a trustee, and the Director or designate who shall be the neutral **facilitator/chairperson**.

15.02 Meetings

- (a) The Director or designate shall call a meeting at the request of either party.
- (b) The meeting shall be convened within fourteen (14) days of receipt of the letter of request.
- (c) At least seventy-two (72) hours notice shall be given for any meeting and an Agenda of the matters proposed to be discussed shall accompany the notice.
- (d) Positions taken by the Committee shall be by consensus and shall be conveyed to the Board and to the Bargaining Unit as recommendations.

ARTICLE 16 • GRIEVANCE AND ARBITRATION PROCEDURE

16.01 Purpose and Definitions

- (a) The purpose of this article is to establish a procedure for the settlement of all differences between the parties arising from the interpretation, application, administration or alleged contravention of the Collective Agreement or of an existing practice of the Board. The contravention of existing practices of the predecessor boards will not **form** the basis of any grievance. Differences may be resolved by a complaint under Article 16.03 and/or a grievance under Articles 16.04, 16.05 and 16.06. Failing resolution the parties may proceed to arbitration under Article 16.07.
- (b) A "party" to the grievance shall be defined as the Bargaining Unit or the Board. The complainant shall be a teacher.
- (c) "Days" shall mean scheduled work days in the applicable school year calendar unless otherwise indicated.

16.02 General

- (a) If the complainant fails to complete the complaint procedure within the total number of days outlined in Article 16.03, the complaint shall be deemed to be abandoned.
- (b) If the grievor fails to act within the time limits set out at any step of the grievance procedure, the grievance shall be deemed to be abandoned.
- (c) If an official fails to reply to either a complaint or grievance within the time limit set out at any stage, the complainant or the grievor will submit the complaint or grievance to the next step outlined in the procedure.

- (d) At any stage of the complaint or grievance procedure, the time limits imposed upon either party may be extended by written mutual consent. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted by written mutual consent of the parties.
- (e) At any step of the grievance procedure, the parties may be represented by an advisor, agent, counsel or solicitor. The Board recognizes the right of a Bargaining Unit grievance committee member to be present and to represent a teacher at any stage of the complaint or grievance procedure.
- (f) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Collective Agreement.

16.03 Complaint Procedure

A teacher, with the concurrence of the Bargaining Unit, may initiate a complaint with the teacher's immediate supervisor (the Principal in the case of all in-school teachers). The teacher must indicate that the complaint is in accordance with Article 16 to proceed. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) days of the teacher's awareness of the occurrence of the circumstances giving rise to the complaint. Failing settlement within five (5) days of the time when the complaint is first discussed with the immediate supervisor, the complaint may be taken up within a further five (5) days as a grievance in the manner and sequence described in Article 16.04.

16.04 Grievance Procedure

A grievance shall contain:

- (a) a brief description of the alleged violation, including any facts to support the grievance; and
- (b) the clauses or any other language alleged to be violated; and
- (c) the relief or remedy sought.

Step One

Failing settlement under the complaint procedure, the Bargaining Unit may, within the time limits prescribed in Article 16.03, refer the grievance in writing to the Superintendent of Human Resources or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

Step Two

Failing settlement at Step One, the Bargaining Unit may, within ten (10) days of the response of the Superintendent of Human Resources or designate, refer the grievance in writing to the Director of Education or designate who shall answer the grievance in writing within ten (10) days.

Step Three

Failing settlement at Step Two, the Bargaining Unit may, within ten (10) days of the response of the Director of Education or designate, refer the grievance to arbitration in the manner and sequence prescribed under Article 16.07. If, within ten (10) days of the delivery of the reply of the Director or designate under Step Two, the Bargaining Unit does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

16.05 Grievance by Bargaining Unit

The Bargaining Unit shall have the right to file a written grievance on behalf of an individual teacher, a group of teachers, a retired teacher or a deceased teacher

commencing at Step One as described as in Article 16.04. A grievance shall contain those items listed in Article 16.04.

16.06 **Grievance by Board**

Step One

The Board shall have the right to file a written grievance with the President of the Bargaining Unit within ten (10) days of the occurrence of the circumstances giving rise to the grievance. The President of the Bargaining Unit shall respond within ten (10) days.

Step Two

Failing settlement at Step One, the Board may, within ten (10) days, refer the grievance to arbitration in the manner and sequence prescribed under Article 16.07. If, within ten (10) days of the delivery of the reply of the President of the Bargaining Unit under Step One, the Board does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

16.07 **Arbitration of Grievance**

Where a difference has arisen between the parties, either of the parties may, after exhausting the grievance procedure established above, 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 of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the arbitration board. Where two appointees are so selected they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Notwithstanding the above, the parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board. A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chair governs. The arbitrator or arbitration board shall not make any decision which is inconsistent with the provisions of the Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.

All costs of a single arbitrator or the chairperson of the arbitration board shall be shared equally by the parties. Each party shall bear the costs of its own appointee to an arbitration board and of its own witnesses.

Time restrictions may be extended if mutually agreed to in writing.

ARTICLE 17 - TEACHERS SURPLUS TO THE NEEDS OF THE SYSTEM

17.01 **Reduction of Staff**

- (a) Should reduction of teaching staff be anticipated in any year in numbers greater than those accounted for by normal attrition and, in any event, if redundancy is to occur, then Articles 17.03 to 17.08 shall be followed.

Where the Board makes a determination that no redundancy shall occur, then Articles 17.03 and 17.05 (d) (4) shall not apply.

- (b) **An** occasional teacher may be hired as provided in the Education Act to fill vacancies created by leaves of less than one year or Statutory leaves where there is a right to return. All other vacancies will be filled by a regular teacher.

- (c) **Resource Teachers, Consultants and Coordinators**

The position of responsibility of a teacher appointed as a resource teacher, consultant or coordinator shall be filled on an acting basis during the appointment. In accordance with Article 17, at the termination of the appointment as resource teacher, consultant or coordinator, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position of responsibility if the position still exists.

- (d) **Seniority**

Seniority for teachers accrued prior to September 1, 1998 shall be grandparented according to the 1998/99 Seniority List. Calculations for tie breaking will be done only for employees hired on or after September 1, 1996. Calculations for tie breaking for employees hired before September 1, 1996 shall be done as needed for applying the surplus procedures in this Collective Agreement.

Seniority for service from September 1, 1998 shall be the length of continuous service as a secondary school teacher with the Board or its predecessor boards from the first day worked after being hired. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

Teachers shall be added to the seniority list based on their first day of work.

Should a tie occur based on the first day of work, the following criteria shall be used to break the tie:

- (1) Total years of secondary school teaching experience, including occasional teaching, with the Board or its predecessor boards; and then
- (2) Total years of teaching experience, including occasional teaching, with the Board and or its predecessor boards, and then
- (3) Total years of teaching experience, including occasional teaching, in Ontario; and then
- (4) Total years of teaching experience which is acceptable to the Ontario Teachers' Pension Plan Board; and then
- (5) Earliest date of acceptance of a position with the Board or its predecessor boards; and then
- (6) By lot drawn by the director or designate in the presence of the Bargaining Unit representative. Once the determination has been made the list will be finalized for future years for the teachers involved.

The steps shall be applied in order until the tie is broken.

The seniority list shall include the teacher's workplace and a summary of data used in Article 17.01 (d) to break ties. It shall be the responsibility of the teacher to provide proof of experience used to break ties.

For four (4) years after the date of hire, teachers shall have fifteen (15) days following the posting of the tentative list in which to point out to the Director

or designate any errors or omissions after which time the list shall be deemed accurate and correct in all respects. Confirmation of the specific corrections will be provided to the teacher and the Bargaining Unit in writing prior to March 1. A copy of the corrected seniority list shall be posted in each workplace no later than March 1.

- (e) Teaching Qualifications shall be defined by qualifications as identified on the Certificate of Qualifications

17.02 **Voluntary Transfer List**

The Board shall ensure that teachers have the opportunity to add their names to a Voluntary Transfer List. Beginning on the first day of school in September and ending on the last school day before March 1, teachers wishing to transfer all or part of their FTE status to a different school shall have the opportunity to add their names to the List. The Board shall compile the finalized List on or before March 15 and provide a copy to the Bargaining Unit President.

The List shall contain each teacher's name, qualifications, FTE status, list of preferred qualified subjects and list of destination schools.

17.03 **Identification of Possibly Redundant Teachers**

Staff shall be allocated to schools based on the provisions of Article 24. The Director, or designate, shall, in consultation with the SSSAC, determine the number of Possibly Redundant Teachers, if any, in the system. The mutually agreed to list of Possibly Redundant teachers shall be finalized on or before April 15. This list shall consist of the least senior teachers in the system.

On or before April 15, the Director, or designate, shall inform in writing each Possibly Redundant Teacher, with copies to the Bargaining Unit President.

17.04 **Identification of Surplus-to-School Teachers**

- (a) Pursuant to 17.03, each Principal, in consultation with the corresponding ISSAC, shall determine a tentative list of Surplus-to-School Teachers by April 15. The Principal shall examine the qualifications of staff so as to retain the more senior teachers by re-assignment whenever possible. Where it is deemed that the curriculum needs of the school require the retention of a teacher with less seniority than a teacher declared Surplus-to-School, the Principal shall provide an explanation to the teacher and the Bargaining Unit President prior to the declaration of Surplus-to-School. Classes shall not be assigned to Possibly Redundant Teachers or to Surplus-to-School Teachers.

- (b) After all avenues of placement or retention in the school have been exhausted and after consultation with the Director, or designate, the Principal shall, within two school days of April 15
 - (1) inform in writing each teacher on the Surplus-to-School list;
 - (2) submit the vacant position list and the Surplus-to-School list along with a copy of the tentative teacher assignments for staff to the Director, or designate;
 - (3) send copies of all documents in (2) to the Bargaining Unit President.

17.05 **Posting and Transfer Procedure**

- (a) As of April 16, the Director, or designate, shall make a composite list of all school vacancies for the next school year.
- (b) As of April 16, the Director, or designate, shall provide composite Possibly

Redundant, Surplus-to-School and Voluntary Transfer lists to all Principals and to the Bargaining Unit President. Subsequent lists shall be distributed to the Principals and the President of the Bargaining Unit after each round of posting.

- (c) Following April 16, all vacancies shall be offered to teachers by the Director, or designate, using the following sequence:
 - (1) First, to teachers on the Voluntary Transfer List who have identified the corresponding destination school. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled.
 - (2) Second, to applicants to posted vacancies. Surplus-to-School Teachers may apply to posted vacancies. Advertisements shall be distributed to all school Principals and posted on FirstClass, pursuant to Article 22. All qualified applicants shall be interviewed.
- (d) Notwithstanding 17.05(c), beginning with the third round of posted vacancies, the sequence of offerings shall be the following:
 - (1) First, to Surplus-to-School Teachers. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled.
 - (2) Second, to teachers on the Voluntary Transfer List who have identified the corresponding destination school. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled.
 - (3) Third, to applicants to posted vacancies. Advertisements shall be distributed to all school Principals and posted on FirstClass, pursuant to Article 22. All qualified applicants shall be interviewed.
 - (4) Fourth, to Possibly Redundant Teachers. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled. If no subject-qualified teacher exists, pursuant to 17.01(e), offers shall be made in order of seniority, based on subjects successfully taught for one year. Failing this, offers shall be made in order of seniority as permitted by Reg. 298 of the Education Act.
- (e) A teacher who has accepted a reduced assignment remains eligible for placement in a position or positions which restore the teacher to the teacher's regular status. Where the regulations require mutual consent of the parties for the teacher to be assigned a position, the teacher may withhold consent without losing rights under the placement process.
- (f) If a surplus-to-school or possibly-redundant teacher accepts a position in a new school and, prior to the opening of school in September, a vacancy for which the teacher is qualified becomes available in the teacher's former school, the teacher shall have the right of recall to his/her former school.

17.06 **Possibly-Redundant Pool and Final Notification of Redundant Teachers**

- (a) Where a teacher, who has completed the probationary period, is declared possibly-redundant the teacher shall be assigned to the possibly-redundant pool, if a position in such pool is available, for a period of one academic year. **If** a teaching position becomes available for which the teacher is qualified, the teacher will be offered such position. No teacher shall remain in the possibly-redundant pool beyond one academic year. If the teacher is not placed, the teacher's employment shall be terminated as set **out** in Article 17.06 (e) and (f) and the teacher's name will be added to the recall list.

- (b) There shall be a maximum of five (5) full-time equivalent positions in the possibly–redundant pool. Teachers who are in the possibly–redundant pool shall be assigned to the schools by the Director or designate.
- (c) If a vacancy occurs for a regular teaching position, the teacher with the greatest seniority who has been assigned to the possibly–redundant pool shall be assigned to fill such vacant position provided that the teacher is qualified to fill the position. The resulting vacant position in the possibly–redundant pool shall be filled for the remainder of the academic year by the most senior teacher on the recall list who had completed the probationary period at the time of placement on the recall list. Where no teacher on the recall list had completed the probationary period at the time of placement on the recall list, no teacher will move to the possibly–redundant pool.
- (d) Teachers in the possibly–redundant pool shall not be counted in the allocation of staff according to Article 24. While in the surplus pool, the teacher will receive all salary, benefits, experience and seniority as if they were assigned a regular teaching position. The teachers shall be included in their former school’s complement for the purposes of staff allocation in accordance with Article 24.
- (e) After the creation of the possibly–redundant pool, the names of teachers still remaining on the possibly–redundant list will be presented to Board at the last Board meeting in May with recommendation for termination of employment or reduction in timetable. A list of names of teachers so affected shall be given to the Bargaining Unit President at the time it is furnished to the Board members.
- (f) By May 31, all teachers whose employment is so terminated will be notified in writing by the Director and this notification will clearly state that the termination is for reasons of redundancy. A list of names of teachers so affected shall be given to the Bargaining Unit President at the time it is furnished to the Board members.

17.07 **Further Rights**

- (a) A teacher whose employment has been terminated or whose assignment has been reduced due to surplus procedures shall have the right of recall, in order of seniority, to positions for which the teacher is qualified for five years if the teacher has completed the probationary period and for two years if the teacher has not completed the probationary period. The teacher shall be included in the teacher’s former school’s complement for the purpose of staff allocation in accordance with Article 17.02 (a) each year. A teacher who is recalled shall have all previously accrued benefits reinstated.
- (b) Teachers must notify the Board and the Bargaining Unit President by registered letter no later than March 1 of each year that they wish to remain on the recall list. Failure on the part of the teacher to take this action will relieve the Board from any further obligation to recall the teacher.
- (c) Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and of any change of address.
- (d) The Board shall notify teachers being recalled in writing by registered mail and such teachers shall notify the Board of acceptance no later than 14 days after receipt of recall notice. A teacher, unable to notify the Board of acceptance within 14 days due to injury, illness or other reason deemed acceptable by the Director of Education or designate shall not lose further recall rights.
- (e) Each teacher whose employment has been terminated or whose timetable has been reduced will be given consideration for occasional teaching positions,

Adult and Continuing Education, or opportunities as such become available provided the teacher indicates a willingness in writing to be available prior to each school year.

- (f) In the selection of staff for Adult and Continuing Education vacancies, teachers who are declared redundant shall be offered such vacancies in accordance with Article 26.06 (d) (2).

- 17.08 In the event that a vacant position arises, a new teacher will not be hired until a Bargaining Unit member, whose assignment has been reduced or who has been assigned to the possibly–redundant pool or who has recall rights, has been placed. Notwithstanding the above, if no teacher with a reduced assignment or who is in the possibly–redundant pool or who has recall rights is qualified, the Board may hire externally.

ARTICLE 18 - TEACHER EXCHANGES

- 18.01 Subject to Article 17, teachers in different schools wishing temporary exchanges for one or two semesters may apply via FirstClass by February 15 so that the teacher's name can be included on the Teacher Exchange Request List.
- 18.02 Applicants for teacher exchanges shall specify the school(s), grade(s) and/or subject areas(s) which the teacher wishes to transfer as well as indicate the current position held. The Teacher Exchange Request List shall be posted on FirstClass by March 1.

The purpose of the Teacher Exchange List is to allow any teacher, whether that teacher's name is on the list or not, to contact a teacher whose name is on the Teacher Exchange List to discuss the feasibility of a teacher exchange in accordance with this Article.
- 18.03 Subject to the approval of the Director or designate, where two teachers wish an exchange, the teachers and the Principals concerned shall agree to the exchange before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such a transfer. Should a proposed exchange be denied, the reason(s) for the denial will be provided in writing to the teacher by the Director or designate responsible for the denial.
- 18.04 The teacher will be paid all salaries and responsibility allowances for the position held for the duration of the exchange. For staffing purposes for the following school year, the teacher shall be shown as being on staff at the teacher's original school. Upon termination of the exchange the teachers will return to their former positions. Where a teacher held a position of responsibility, it shall be returned to the teacher provided that the position still exists. All exchanges which are not made permanent as per 18.05 will terminate after one year, but may be continued beyond the period indicated by mutual consent of the teachers and Principals concerned. Any positions of responsibility associated with an exchange shall be considered acting for up to one school year. If the exchange continues beyond one year or becomes permanent, the position of responsibility shall be posted.
- 18.05 If the teachers and Principals agree, a teacher exchange may be made permanent during the period of the exchange or during any extension to which the teachers and the Principals have mutually agreed. The parties shall advise the Director or designate in writing of their desire to have the exchange made permanent.

ARTICLE 19 - LIABILITY INSURANCE

- 19.01 (a) The Board shall continue to maintain sufficient liability insurance for teachers arising from the performance of:
- (1) their assigned duties as described in the **Education Act** and its Regulations;
 - (2) other assigned duties;
 - (3) involvement in voluntary activities;
 - (4) any activities related to any Board Policy.
- (b) No teacher shall be required to do any medical or physical procedure for pupils that might endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence. No teacher shall be required to provide feeding or toileting health support services.
- 19.02 Teachers shall not be requested by their Principal or other members of their school administration to transport students.

ARTICLE 20 - PART-TIME TEACHERS

- 20.01 All part-time teachers shall have their assigned duties and pay (excluding position of responsibility allowances) pro-rated to a full-time teacher's assignment.
- 20.02 In the event that a part-time teacher has a different amount of assigned time in each of the two semesters/half years, the teacher's salary will be averaged and paid over the entire school year. Where the teacher teaches entirely in one semester/half year, the total salary will be paid in that semester/half year.
- 20.03 Both instructional and non-instructional time for the part-time teacher shall be prorated by means of the ratio of the assigned time of the part-time teacher to the assigned time of a full-time teacher. A part-time teacher who has timetabled duties assigned in two periods in one semester shall have those two periods assigned either in the morning or in the afternoon but not in both unless it is agreeable to the teacher. A part-time teacher whose assignment is half-time or less each day shall have professional duties assigned either in the morning or in the afternoon but not in both unless it is agreeable to the teacher. The Principal shall make every reasonable effort to schedule the morning or afternoon preference of a teacher who requests a part-time leave in order to provide such leave unless the teacher agrees otherwise.
- 20.04 A part-time teacher whose actual assignment over the entire school year is half-time or greater shall be eligible for all benefits with premiums paid as set out in Article 12. A part-time teacher whose actual assignment over the entire school year is less than half-time shall be eligible for all of the benefit plans set out in Article 12 with the Board paying one-half of the cost of benefit premiums.
- 20.05 Part-time teachers who indicate a desire to increase their FTE status shall be considered for vacancies before any outside hiring.

ARTICLE 21 - RETRAINING AND UPGRADING

- 21.01 Where the Board specifically requires a teacher to take particular training in order to fill a position, the Board will pay the tuition cost, necessary travel expenses and/or a necessary living allowance. Other associated costs will be paid by the Board as agreed to between the Board and the teacher.

ARTICLE 22 - POSTING

- 22.01 The Board shall post all vacancies, except for the following:
- (1) vacancies where an Occasional Teacher is used in accordance with Article 17.01 (b); or
 - (2) subsequent vacancies resulting from an initial vacancy occurring between July 1 and the first day of classes in September.

Vacancies shall be posted on First Class only.

- 22.02 Vacancies shall be posted for a minimum of three (3) consecutive school days and all teachers shall make written application, which may include by e-mail, for the vacancy in accordance with the posting instructions. In the event of a technical failure in the First Class network, the length of the posting shall be extended for a time equivalent to the length of the interruption in the First Class network. Vacancies which occur between July 1 and the first day of classes shall be posted for a minimum of three (3) consecutive week days. Holidays and weekends do not cause a break in the requirement to post for three consecutive days.
- 22.03 Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken.
- 22.04 Notwithstanding Article 17.01(b), in the event that the posting of a vacancy leads to a sequence of subsequent vacancies that cannot all be filled before the first vacancy takes effect, an Occasional Teacher shall be used to fill the first vacancy. Once all such vacancies are filled, each reassigned teacher shall move to their new placement. Every reasonable effort shall be made to place a regular teacher in each such vacancy within ten (10) school days of its posting.

However, the placement of teachers in vacancies arising from the last school day in December to the start of Semester 2 will become effective for the start of Semester 2. An Occasional Teacher will be used to cover the original vacancy for the balance of Semester 1.

ARTICLE 23 - STAFFING COMMITTEES

23.01 Secondary School Staffing Advisory Committee

- (a) A Secondary School Staffing Advisory Committee shall be established and maintained from year to year to provide input regarding the staffing requirements of the secondary system and to review the Board's obligations regarding teacher workload and class size.
- (b) The Committee shall be comprised of equal representation from the Board and the Bargaining Unit as follows:
 - the President or designate of the Bargaining Unit;
 - the Federation Officer or designate of the Bargaining Unit;
 - the Chairperson or designate of the Collective Bargaining Committee of the Bargaining Unit;
 - the Superintendent of Human Resources or designate;
 - the Superintendent responsible for secondary staffing; and
 - another representative of the Administration

(c) Rules of Order

The Committee shall meet at least once in the spring and fall of each school year. While the Committee is not established as a decision-making body, it may bring forward recommendations with the consensus of the Committee. The minutes of these meetings including any recommendations of the Committee will be forwarded to the In-School Staffing Advisory Committee.

(d) The Committee will meet at the call of either party.

23.02 In-School **Staffing Advisory Committee**

(a) **An** In-School Staffing Advisory Committee shall be established and maintained from year to year in each school.

(b) The Committee shall be comprised of the following school personnel:

- the OSSTF Branch President or another member elected by the school's teachers;
- the Staff Allocation Representative or another member elected by the school's teachers;
- the Principal; and
- a Vice-Principal

(c) The Committee will participate in an advisory capacity with the principal in providing input in school organization, teacher workload and class size issues.

(d) The committee shall meet:

- within one (1) week prior to September 30 and February 28,
- prior to April 15,
- following April 16 and
- as often as necessary to carry out its mandate.

At least one (1) day prior to any meeting, members of the Committee shall receive all relevant data necessary to assist the Committee in its mandate.

(e) The Committee meetings will not result in release time costs to either party.

(f) Nothing in this Article precludes the Principal from seeking input from teachers in Positions of Responsibility, individually or as a group, on the staffing needs of the school.

ARTICLE 24 - STAFFING

The Board and the Bargaining Unit agree that the Board, at its discretion, may reassign staff within a school in response to resignations and retirements to achieve the staff generation in the formula below. No teacher will be administratively transferred from school to school as a result of the aforementioned staffing changes.

The Board agrees to hire the full complement of staff as described in Articles 24.01 and 24.02 by September 30 of each school year.

The staff generated or assigned in any one section of this Article is in addition to all staff generated or assigned in all other sections of this Article.

24.01 Base Staffing Ratio

(a) In order to ensure the full complement of teachers provided through provincial funding is hired and assigned in the system, a base staff ratio of FTE Students to FTE Teachers shall be determined as follows:

$$\text{Base Staffing Ratio (BSR)} = \frac{\text{September 30 FTE Students}}{\text{September 30 FTE Teachers}}$$

$$\begin{aligned} \text{For the 2008/2009 school year (BSR)} &= \frac{6698.6}{432.66} \\ &= 15.48 \end{aligned}$$

This ratio shall be in effect as of September 30 of each school year. For the purpose of this ratio, the teachers assigned to Bluewater SS, Wycliffe Booth House, Distance Education, Co-ordinators and Resource Teachers have been excluded.

The base FTE teaching staff for each year shall be determined as:

$$\text{Base FTE Teachers} = \frac{\text{September 30 FTE Students}}{15.48}$$

- (b) This complement will be supplemented with Secondary Programming Enhancement staffing as follows:

For the 2009-2010 school year, an additional 2.4 FTE

For the 2010-2011 school year, an additional 1.9 FTE for a total of 4.3 FTE

For the 2011-2012 school year, an additional 1.9 FTE for a total of 6.2 FTE

For the 2012-2013 school year, an additional 2.0 FTE for a total of 8.2 FTE

24.02 Staffing in Addition to the Base FTE Teachers

- (a) **Guidance**

The following staff requirements shall be assigned as of September 30:

The Student/Guidance Counsellor ratio in each school shall not exceed 385:1.

In addition, a minimum of four (4) FTE Special Student Success teachers will be assigned to the Student Services Department in each school on the basis of two (2) sections per high school and six (6) sections for system needs.

- (b) **Teacher Librarians**

The following staff requirements shall be assigned as of September 30:

There shall be 6.0 teacher librarians assigned in the secondary schools.

- (c) **Special Education Resource Teachers**

The following staff requirements shall be assigned as of September 30.

Each school shall have assigned a 1.0 FTE Special Education Resource Teacher for the first 92 IPRC + IEP only students or part thereof, plus 0.167 FTE Special Education Resource Teacher for each additional 18 IPRC + IEP only students or part thereof. These identified students shall exclude the SCC-DD students in the school. Notwithstanding the formula, there shall be no fewer than eight (8) Special Education Resource periods/sections assigned to each school.

- (d) **Resource Teachers, Consultants and Coordinators**

The Board may hire, assign and terminate the services of any number of resource teachers, consultants or coordinators.

- (e) **Self-contained Class/Developmentally Delayed (SCC/DD)**

A teacher or teachers will be assigned to classes established for SCC/DD students in secondary schools according to the terms of Board Policy and the Regulations under the *Education Act*.

(f) **Alternative Education Program**

The number of teachers assigned to any Alternative Education Program (including but not limited to Options and COPE) shall be at the discretion of the Board.

(g) **Ontario Youth Apprenticeship Program**

The number of teachers assigned to the O.Y.A.P. shall be at the discretion of the Board.

(h) **Distance Education/Other Technology Classes**

The number of teachers assigned to Distance Education and other related technology courses shall be at the discretion of the Board.

(i) **Blewater Secondary School and Wycliffe Booth House**

This school shall be staffed in accordance with Article 35.

(j) **Elementary Courses**

The number of teachers assigned to Elementary students/classes shall be at the discretion of the Board and shall be in addition to all other secondary staffing.

24.03 **Allocation of Staff to Schools**

- (a) The Board shall use the following Pupil Teacher Ratios (PTR) to allocate classroom teachers to schools:

A Pupil/Teacher ratio (PTR) shall be calculated by dividing the number of full-time equivalent students in a Category by the number of full-time equivalent teachers assigned to that Category.

Effective September 1, 2008, the following PTRs shall be the maximum PTR within each Category in each school and shall apply as of September 30.

Category A	20.48:1
Category B	19.48:1
Category C	15.48:1
Category D	10.48:1

Effective September 1, 2009, the following PTRs shall be the maximum PTR within each Category in each school and shall apply as of September 30.

Category A	20.39:1
Category B	19.39:1
Category C	15.39:1
Category D	10.39:1

Effective September 1, 2010, the following PTRs shall be the maximum PTR within each Category in each school and shall apply as of September 30.

Category A	20.33:1
Category B	19.33:1
Category C	15.33:1
Category D	10.33:1

Effective September 1, 2011, the following PTRs shall be the maximum PTR within each Category in each school and shall apply as of September 30.

Category A 20.26:1

Category B 19.26:1

Category C 15.26:1

Category D 10.26:1

Effective September 1, 2012, the following PTRs shall be the maximum PTR within each Category in each school and shall apply as of September 30.

Category A 20.19:1

Category B 19.19:1

Category C 15.19:1

Category D 10.19:1

NOTE:

Category A: Academic University, University/College

Category B: Applied, College, Open, including Communications Technology and Computer Assisted Drafting courses

Category C: Technological Studies, Work Level, Social Sciences (food or clothing), Cooperative Education (including O.Y.A.P. and On-line Co-op)

Category D: Essentials and locally developed basic level courses

- (b) In the calculation of staff assigned to the school and in the assignment of staff within the school, one class (credit) = 1/6.0 FTE teacher.
- (c) The total number of classroom teachers required in each Category by the ratios is to be met in each school separately as of September 30. In doing so, each school separately may be under the minimum number of teachers required in one or two levels provided that the other Categories in that school are over the minimum required by at least the same total amount and provided that the total number of sections that a school is under these minimums does not exceed five (5).
- (d) **Calculation of Staffing Ratios**
 - (1) The number of full-time equivalent (FTE) students by school in Category shall be calculated as follows:
 - (i) Calculate the percentage of actual program (credits) at each school for the entire school year at each Category by dividing the number of credits at each Category by the total number of credits in that school. This produces for each school the actual percentages for each Category.
 - (ii) Calculate the number of FTE students in each school in each Category by multiplying the average of the projected FTE students for September 30 by the percentages calculated in (a) above. For this calculation, the students described in 24.02 (c) to 24.02 (i) will be excluded.
 - (2) The number of fill-time equivalent (FTE) classroom teachers by school in each Category shall be calculated as follows:

- (i) When all students in a class are taking the credits(s) at the same Category, one class (credit) = 1/6 FTE teacher.
- (ii) In multi-Category classes, calculate as in the following example:
 One class (credit) of 30 students, 5 at University Level (Category A) and 25 at College Level (Category B) -
 FTE teachers in University Level are: $5/30 \times 1/6 = 0.0278$ teachers
 FTE teachers in College Level are: $25/30 \times 1/6 = 0.1389$ teachers
- (iii) All FTE teachers calculated in (a) and (b) above are added together by Category to give the number of FTE classroom teachers in each Category in each school.

24.04 In the event that the PTR Allocation to schools does not account for all teachers in the complement, the Secondary School Staffing Advisory Committee shall meet to provide input, as per Article 23.01, on the further allocation of the unassigned FTE to schools.

ARTICLE 25 - CONDITIONS OF WORK

25.01 Class Size Maximums

- (a) The following maximum class sizes shall not be exceeded on or after October 15 (and on or after February 28 for semestered courses assigned in the second half of the school year).

	Sept. 2008	Sept. 2009	Sept. 2010	Sept. 2011
Grade 9/10				
Academic [A]	28	28	28	27
Applied [P]	26	25	25	25
Open [O]	28	27	27	27
Technological Studies, Work, Social Sciences (food or clothing)	20	20	20	20
Grade 11/12				
University [U]	32	32	32	31
University/College [M]	32	32	32	31
University Science [U]	30	30	30	30
College [C]	28	28	27	27
Open [O] (Including Communications Technology and Computer Assisted Drafting)	28	28	27	27
Technological Studies, Work, Social Sciences (food or clothing)	20	20	20	20
Cooperative Education (including O.Y.A.P. and On-line Co-op)	20	20	20	20
COPE	24	23	23	23
Locally Developed and Non-credit Courses	15	15	15	15
Credit Recovery	20	20	20	20

- (b) A teacher may be assigned up to 2 classes per year beyond the maximum class size by up to 10% of the specified class size. The principal shall make every effort to limit these exceptions.

Effective September 1, 2009 a teacher may be assigned up to 2 classes per year beyond the maximum class size by up to 10% of the specified class size, to a maximum of 2 additional students per class. The principal shall make every effort to limit these exceptions.

Effective August 31, 2012 there shall be no exceptions to the maximums identified in Article 25.01 (a).

- (c) In a multi-level class, the maximum class size shall be the maximum of the lowest level.

25.02 Assigned Time

- (a) Each full-time teacher shall be assigned a maximum of 6.0 periods of credit **and/or** credit-equivalent courses or equivalent duties in SERT, Library or Guidance with a maximum of 3.0 periods per day.
- (b) Each full-time teacher may also be assigned additional professional assignments (APAs) comprised of either on-calls, supervisions, student mentoring and teacher mentoring. The maximum annual professional assignments for any full-time teacher shall not exceed:

2008-2009	64 half periods including a maximum of 32 on-calls
2009-2010	58 half periods including a maximum of 29 on-calls
2010-2011	52 half periods including a maximum of 26 on-calls
2011-2012	46 half periods including a maximum of 24 on-calls

Each teacher will be assigned no more than 2 half-periods of APA per week. When a teacher is assigned an APA such assignment shall be at the beginning of the period or at the end of the period and shall be for a maximum of one half-period.

- (c) On-calls may be assigned for coverage of a class or classes for a teacher who is absent. On-calls may not be assigned to replace a teacher absent for two (2) or more consecutive days, commencing with the second day, except in emergency situations where every reasonable effort has been made to hire **an** occasional teacher and none is available.

Where the need for an on-call is known twenty-four (24) hours before the start of the school day requiring the on-call, teachers will be notified of on-call assignments the previous day. Every effort will be made to notify teachers of supervisions and on-calls as far ahead of the assignment as possible.

An on-call/supervision may consist of supervising one or more classes in the cafeteria or other appropriate location. No teacher will be required to supervise more than three classes at one time.

On-calls/supervisions shall be equitably assigned. Records of such assignments shall be posted in each school monthly and a copy of the record of assignment shall be forwarded to the Bargaining Unit at the end of each month.

- (d) No teacher shall be assigned other duties in addition to those set out in (a) through (c) above except for home form. Unassigned time shall be available to the teachers for preparation and marking.

(e) **Credit Recovery**

1. Where a student is recommended for Credit Recovery, the subject teacher shall only be required to provide the following information:
 - (i) the student's final mark for the course;
 - (ii) a breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject teacher employs for recording marks; and
 - (iii) reason for Credit Recovery recommendation.
2. The subject teacher shall only be required to identify units, concepts, and/or expectations not successfully achieved plus relevant learning skills information for a student accepted into the Credit Recovery program. All other consultation between the subject teacher and the credit recovery teacher is voluntary.

(f) Where a Special Education Resource Teacher delivers credits during their resource periods, they may deliver no more than 5 credits per period and 20 credits in total. Every reasonable attempt will be made to minimize the concurrent delivery of non-credit withdrawal and special education credit programs for that teacher. Every reasonable effort will be made to ensure that the distribution of IPRC's to special education teachers shall be done on an equitable basis.

(g) COPE teachers may be assigned an alternative timetable equivalent to regular teachers consisting of a maximum of 1125 minutes of assigned time.

25.03 Maximum Preparations Assigned

Every reasonable effort shall be made to maintain no more than 4 lesson preparations per teacher per year. One class shall represent one lesson preparation. Every reasonable effort shall be made to minimize the number of multi-level and/or multi-grade classes.

25.04 Lunch Break

Each teacher shall be provided with a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:45 a.m. and 2:00 p.m. each day, except that at LDSS the time period during which lunch shall be provided is 10:00 am. to 1:15 p.m.

25.05 School Year

The school year shall be the number of days as prescribed by the applicable Education Act Regulation. Teachers shall not be required to work any days outside of the school year.

25.06 Student Reporting

- (a) There will be a maximum of two (2) formal reports per full credit course or non-credit course. The number of reports for partial credit or non-credit courses shall be prorated.
- (b) One further at-risk or interim report may be provided per semester.
- (c) Teachers will not be responsible for entering attendance data into a computer system at a separate time from obtaining the attendance data.

25.07 Elementary Students

No teacher shall be assigned to teach elementary students without prior consultation with the Bargaining Unit and the agreement of the teacher. When a teacher is

assigned to teach elementary students, the teacher shall continue to be governed by all workload and other provisions of this Collective Agreement.

25.08 Limitations of Duties Performed by Teachers

No teacher shall be required to perform duties normally and regularly performed by members of another bargaining unit. No teacher shall be required to perform duties normally and regularly performed by management except as provided for in Article 34.

25.09 Absent Students

Subject Teachers shall only be required to provide academic programming for students expelled and/or suspended for the first five days of the absence.

25.10 Extra-Curricular Activities

Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. Extra-curricular activities shall not be assigned to any teacher.

25.11 Mileage

Teachers who are required to use their own vehicle for travel in the performance of their assigned duties shall be paid mileage at the current board rate.

25.12 Interviewing

The Board shall not request or require OSSTF members to be a part of any team assembled for the purpose of interviewing candidates for positions in OSSTF Bargaining Units.

25.13 Evaluating

OSSTF members shall not make or provide input regarding performance of other OSSTF members for the purposes of evaluation.

25.14 Dual Credit Courses

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

ARTICLE 26 - ADULT AND CONTINUING EDUCATION

26.01 This Article sets out all rights and privileges to be applied to Adult and Continuing Education teachers. For the purpose of this Article, Adult and Continuing Education includes Summer School, Night School and Home and Hospital Study.

26.02 (a) The following Articles in the Collective Agreement shall apply to Adult and Continuing Education teachers:

ARTICLE 1 - DEFINITIONS

ARTICLE 2 - PURPOSE AND SCOPE

ARTICLE 3 - TERM OF COLLECTIVE AGREEMENT

ARTICLE 4 - MANAGEMENT RIGHTS

ARTICLE 5 - RECOGNITION

ARTICLE 11 - FEDERATION FEES AND BRANCH

AFFILIATE LEVY

ARTICLE 12 - BENEFITS (at the teacher's expense)

ARTICLE 13.03 - Bereavement Leave
 ARTICLE 13.05 - Quarantine, Jury Duty or Witness Duty
 ARTICLE 13.06 - Professional Development Plan
 ARTICLE 13.09 - Parenthood Leave
 ARTICLE 15 - LIAISON COMMITTEE
 ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE
 ARTICLE 19 - LIABILITY INSURANCE
 ARTICLE 21 - RETRAINING AND UPGRADING
 ARTICLE 22.02 and 22.03 (Posting)
 ARTICLE 26 - ADULT AND CONTINUING EDUCATION
 ARTICLE 28 - DISCRIMINATION
 ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY
 ARTICLE 33 - PERSONNEL FILES
 ARTICLE 39 - INCLEMENT WEATHER

Note: Teacher Life Insurance (Article 12.03), Long Term Disability Insurance (Article 12.04) and Employee Assistance Program (Article 12.07) are not "a condition of employment" for Adult and Continuing Education teachers but are optional benefits available to them.

- (b) The employment of an Adult or Continuing Education teacher may be terminated:
 - (1) at any time by mutual consent in writing of the teacher and the Board, or
 - (2) at any time by either **party** giving written notice to the other not less than 48 hours before the date of termination specified in the notice where the teacher has entered into the teaching duties, or
 - (3) by the Board at any time without advance notice to the teacher where, before the commencement of the course, class or teaching in the subject, the Board has resolved not to offer the course, class or subject.
- (c) A newly hired teacher in Adult and Continuing Education who was not previously employed in Adult and Continuing Education with the Board or its predecessor boards or who is not currently employed as a regular secondary school teacher shall serve a probationary period of the full-time equivalent of one school year worked and in no case shall the probationary period be longer than two calendar years. For the purposes of determining the full-time equivalency of one school year worked as identified above, the criteria used to calculate seniority as per Article 26.06 (b) will be used.

26.03 Method of Payment

Effective September 1, 2005, a teacher shall be paid for work within four (4) weeks of the daily work performed.

26.04 Leave Plans

- (a) Pregnancy and Parental Leave without pay for Adult and Continuing Education teachers shall be in accordance with the terms of the *Employment Standards Act*.
- (b) **An** Adult and Continuing Education teacher shall be entitled to leave of absence with pay for a maximum of twelve (12) days in each school year for

bereavement leave (as described in Article 13.03) or illness. With the exception of Site Coordinators and hourly paid teachers, such days shall not accumulate beyond the contract term.

- (c) Leaves of absence without pay may be granted to Adult and Continuing Education teachers at the sole discretion of the Director or designate. Following the leave, the teacher will be returned to the same location in which the teacher was most recently employed if the position still exists.

26.05 Salaries and Wage Rates

- (a) The salaries and wage rates for teachers employed in Adult and Continuing Education shall be as follows:

Effective -	Sept. 1, 2008	Sept. 1, 2009	Sept. 1, 2010	Sept. 1, 2011
Summer School Supervisor	\$7,379	\$7,600	\$7,828	\$8,063
Assistant Summer School Supervisor	\$4,694	\$4,835	\$4,980	\$5,129
Site Coordinator	\$43.23 <i>hour</i>	\$44.53/hour	\$45.87/hour	\$47.25/hour
Teacher	\$36.49/hour	\$37.58/hour	\$38.71/hour	\$39.87/hour

Board Sponsored Correspondence Course Teachers:

Grade 9 and 10	\$11.10	\$11.43	\$11.77	\$12.12
Grade 11 and 12	\$13.60	\$14.01	\$14.43	\$14.86

For hours logged and approved by the Site Coordinator, setting an exam to a maximum of two hours and marking that exam to a maximum of one hour per student:

	\$36.49/hour	\$37.58/hour	\$38.71/hour	\$39.87/hour
ESL Teacher	\$36.49/ hour	\$37.58/ hour	\$38.71/ hour	\$39.87/ hour
Home and Hospital Study	\$25.95/ hour	\$26.73/ hour	\$27.53/ hour	\$28.36/ hour

- (b) A teacher working in the FAG or Hendrickson Factory Program in Adult and Continuing Education will be paid the following:
- (1) The teacher will be paid the normal hourly rate for all hours that are scheduled and worked in each work site; and
 - (2) For each month and for each work site treated separately, the teacher will be paid a prorated rate per lesson for the number of lessons marked that exceeds the number of hours worked in a work site using the hours and lessons logged from that work site each month. Using the regular lesson rates, the rate per lesson paid in a particular month will be the prorated amount that is in proportion to the number of Grade 9 and 10 lessons marked compared to the number of Grade 11 and 12 lessons marked in that month.

A teacher working in any other Factory Program will be paid as per the rate in Article 26.05 (a) for work performed or in some other mutually agreeable arrangement between the Board and the Bargaining Unit.

- (c) In the event that the Administration or Supervisor/Site Coordinator changes the time sheet after submission by a teacher, a copy of the changed sheet will be given to the teacher by the person who make the change.

26.06 Seniority

- (a) A seniority list for Adult and Continuing Education shall be compiled annually by the Board based solely on correct information supplied by the teacher on a form provided by the Board. The list will contain each teacher who is currently employed in Adult and Continuing Education. Teachers who are terminated will be placed on a recall list. The tentative list and the corrected list shall be posted in the elementary and secondary schools. Teachers shall have 30 days following the posting of the tentative list in which to point out to the Director or designate any errors or omissions after which time the list shall be deemed accurate and correct in all respects. The corrected list shall be posted by May 31 and effective as of May 31 for the next 12 months.

- (b) It is the intent of the following that at most one year's seniority can be accrued in one school year.

Seniority **shall** be granted as follows:

- (1) Supervisors/Site Coordinators - for each hour worked, 1/1070 year of seniority.
 - (2) Day School Continuing Education Teachers - for each hour worked, 1/1070 year of seniority.
 - (3) for each new credit course taught, 1/6 year of seniority.
 - (4) for each remedial credit course taught, 1/12 year of seniority.
 - (5) for each correspondence course marked, 1/90 year of seniority per 20 lessons marked.
 - (6) where a tie occurs, and must be broken in order to apply either Article 26.06 (d) or Article 26.06 (e), it shall be broken by lot drawn by the Director or designate in the presence of a Bargaining Unit representative.
- (c) An incumbent teacher will keep that teacher's Adult and Continuing Education teaching assignment from year to year, if that specific assignment remains available. A vacancy is defined to be a position in Adult and Continuing Education which has no incumbent or for which the incumbent has indicated in writing that the incumbent no longer wishes to continue with that assignment.
 - (d) Except for the positions of Summer School Supervisors and Site Coordinators, should a vacancy exist, the vacancy will be offered, to teachers who have applied, in order of Adult and Continuing Education seniority and subject to Ministry requirements for qualifications or certification according to the following order of priority:
 - (1) Members or former Members of the Bargaining Unit who have been terminated from teaching in or have a reduced assignment in Adult and Continuing Education in the past five years due to loss of program; and then
 - (2) Members of the Bargaining Unit who were declared redundant and have right of recall under Article 17.06; and then

- (3) Members of the Bargaining Unit who are on the Adult and Continuing Education seniority list; and then
 - (4) Members of the Bargaining Unit who are not on the Adult and Continuing Education seniority list.
- (e) In the event that the number of Adult and Continuing Education teachers at one site must be reduced due to reduction in program, it is the intent of the Board to terminate the employment of the most junior Adult and Continuing Education teachers provided that in all cases the teachers remaining in the system are qualified and capable of teaching the subjects of the program. To accomplish this, the following process will be followed:

The Director or designate will transfer, in order of seniority, teachers with reduced work at each worksite, where program reductions necessitate a reduction in the number of Adult and Continuing Education teachers at that worksite, to a position held by a more junior Adult and Continuing Education teacher for which the more senior teacher is qualified. Failure of a teacher to accept reassignment will relieve the Board of any further obligation to place the teacher. Such notice of transfer shall be made no later than two weeks prior to the effective date of the reduction in program.

26.07 Adult and Continuing Education teachers who are subsequently hired as probationary teachers in the regular day school program shall be credited with their continuous Adult and Continuing Education seniority as seniority described in Article 17.01. "Continuous service" shall mean teaching or marking to any degree within one school year. The seniority credited shall be that described in Article 26.06 (b) above with a maximum credit of one year for each 12 month period September 1 to August 31 following. This clause shall not in any way alter the probationary period applied to a teacher employed in the regular day school program.

26.08 **Filling of Vacancies and Posting**

By May 15, the Board will provide all Adult and Continuing Education teachers with a form on which the teachers will identify the type of additional work in Adult and Continuing Education that they wish to have should vacancies occur in those areas. By June 15, the Board will produce a composite list that shows each teacher's seniority, requests for additional work and qualifications. Teachers may revise their forms during the school year. As vacancies occur, the Summer School Supervisor or a Site Coordinator will offer the vacancies without posting in accordance with Article 26.06 (d).

All vacancies for Summer School Supervisor and Site Coordinator shall be posted. All vacancies which are not filled by teachers from the Adult and Continuing Education seniority list shall be posted. All vacancies will be posted on First Class and in all secondary schools and Board offices. All interested teachers shall make written application for the vacancy in accordance with the posting instructions.

ARTICLE 27 - FEDERATION RELEASE TIME

27.01 (a) **Bargaining Unit Representatives**

Upon the written request of the Bargaining Unit President, Bargaining Unit representatives shall be given release time for Bargaining Unit or Provincial Federation purposes. Such release time shall be without loss of salary or benefits. Such release time shall not normally exceed two (2) days at any one time. The actual time(s) of release time(s) shall be mutually agreed upon by the President and the Director or designate. In the event that an occasional

teacher is used to cover release time described above, the cost of the occasional teacher shall be paid by the Bargaining Unit.

In addition to the above, Bargaining Unit representatives will be granted release time to participate in negotiations; such release time to be without loss of pay or benefits. When occasional teachers are used to cover the absence of these teachers, the occasional teacher costs will be shared equally between the Board and the Bargaining Unit.

(b) **Long Term Federation Release Time**

The Board agrees that release time will be granted to Bargaining Unit representatives for up to the equivalent of two full-time teachers. Such representatives, appointed by the Bargaining Unit, shall be released from teaching duties in order to undertake appointed responsibilities. The status of such representative(s) shall continue to be that of a permanent teacher with the Board, retaining all applicable rights and privileges thereto. The Bargaining Unit shall notify the Board of the names of such representative(s) for the following school year prior to May 15.

The Bargaining Unit shall reimburse the Board for the total costs of the salary, benefits and allowances of the lowest paid teacher(s) on the grid for the full-time equivalent of the total release time. In the event that any further allowance is paid to the representative(s) on the written request of the Bargaining Unit, the Bargaining Unit shall reimburse the Board for 100% of such allowance. The salary and benefits for such Bargaining Unit representative(s) shall be updated as required and as they would apply had the teacher(s) continued to be assigned their full duties in their school. Annually, the Board will send a bill to the Treasurer of the Bargaining Unit for the amount owing and the bill shall be paid in equal monthly instalments on the same basis as the dues remittance specified in Article 11.03. It is understood that the payment of salary and benefits as required by the Collective Agreement as applying to the Bargaining Unit representative(s) as well as any additional allowance(s) shall govern the amounts reported for Teachers' Pension Plan purposes and other benefits.

Subject to Article 17, at the conclusion of a Bargaining Unit appointment(s), teacher(s) on Long Term Federation Release Time will be returned to the same school in which they were most recently employed and to the previously held position(s) if the position(s) still exist.

ARTICLE 28 - DISCRIMINATION

- 28.01 No teacher shall be discriminated against on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, religion, union membership or activity, or political affiliation or activity. Where such items appear in the *Ontario Human Rights Code*, their definitions shall be as defined in the Code.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

- 29.01 The Board and the Bargaining Unit agree that any person who is in charge of an organizational unit of a school shall not be deemed to exercise managerial functions for purposes of the *Occupational Health and Safety Act* and shall be permitted to be the representative of the members on any committee established pursuant to this Act and its Regulations.

- 29.02 The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out its duties and obligations under the *Occupational Health and Safety Act*, its accompanying Regulations and according to the Avon Maitland School Board Joint Health and Safety Committee Terms of Reference as minimum acceptable standards.
- 29.03 The Board shall ensure that a copy of the *Occupational Health and Safety Act* and its accompanying relevant Regulations shall be accessible to each teacher in each workplace.
- 29.04 A teacher who is engaged in a site inspection shall be released from regular duties. When a teacher participates in a Health and Safety inspection as a member of the site inspection team, the teacher will be granted credit for one on-call for each site inspection completed.

ARTICLE 30 - PROBATIONARY PERIOD

- 30.01 A newly hired teacher shall serve a probationary period of one year.

ARTICLE 31 - TERMINATION OF EMPLOYMENT

- 31.01 The Board and a teacher shall provide written notice by November 30 of the intention to terminate employment effective either December 31 or January 31 and by May 31 of the intention to terminate employment effective either June 30 or August 31.
- 31.02 Nothing herein prevents a teacher and the Board from mutually agreeing in writing to the teacher's resignation at any time.
- 31.03 The Board will pay the following amount to each teacher who provides written notice by February 15 of the intention to terminate employment effective either June 30 or August 31.

Effective September 1, 2008	\$155;
Effective September 1, 2009	\$160;
Effective September 1, 2010	\$165;
Effective September 1, 2011	\$170.

ARTICLE 32 - TRANSFER

- 32.01 Wherever possible transfers, other than those required by surplus procedures in the Collective Agreement, shall be by mutual agreement of the teacher and the Board. In the event that the Board proposes a transfer, the Board administration shall meet with the teacher to discuss the reasons for the proposal and to consider the concerns that the teacher may have about the proposed transfer. The teacher shall be informed in writing of the Board's decision, including the reasons for the decision.

ARTICLE 33 - PERSONNEL FILES

- 33.01 The only recognized personnel file of a teacher shall be maintained in the Human Resources Department of the Board.
- 33.02 A teacher shall receive a copy of any documents concerning the teacher's conduct or competence which are placed in the teacher's personnel file.

- 33.03 Following the written request from a teacher for an appointment, the Board will make available for inspection, during normal business hours, all information in its file pertaining to the teacher at the time of the request. The teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher. The cost of the copies may be billed to the teacher.
- 33.04 Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested. The cost of the copies may be billed to the teacher.
- 33.05 A teacher may dispute, in writing, the accuracy or completeness of information in the teacher's personnel file. Where this occurs, the Director of Education or designate shall respond to the teacher to confirm or amend the information and shall notify the teacher in writing of the decision, including reasons for that decision, where such a written response is requested by the teacher. A teacher may append notices of corrections or inaccuracies to documents within the file which, in the teacher's view, possess errors or inaccuracies.
- 33.06 (a) Every effort will be made to negotiate a date for the removal of any document of a disciplinary nature from the teacher's file prior to the placement of the document in the teacher's file. When a removal date cannot be agreed upon and subject to Article 33.06 (b), where twenty-four (24) months have elapsed since the placement of a disciplinary document in the teacher's file, the teacher may request the disciplinary document be reviewed. Such documentation shall be removed from the teacher's file provided that no additional related disciplinary documentation has been added to the teacher's file during the intervening period.
- (b) Disciplinary documentation referring to matters resulting in a suspension, or related to harassment or violence shall remain on file for thirty-six (36) months.
- (c) Notwithstanding the preceding paragraph, where the Board considers it necessary to retain such documents for the legal protection of the Board and/or the teacher, such documents may remain in the teacher's file at the discretion of the Board.

ARTICLE 34 - REPLACEMENT ADMINISTRATIVE POSITIONS - TERMS AND CONDITIONS

34.01 Teacher-In-Charge

- (a) A Teacher-In-Charge may be assigned for a minimum of one-half school day by the Principal in a secondary school where the Principal and Vice-Principal(s) are absent from the school. A teacher shall have the right to refuse such assignment.
- (b) The allowance for time spent as Teacher-In-Charge shall be paid per day, prorated as necessary, according to the following:
- | | |
|-----------------------------|----------|
| Effective September 1, 2008 | \$35.02; |
| Effective September 1, 2009 | \$36.07; |
| Effective September 1, 2010 | \$37.15; |
| Effective September 1, 2011 | \$38.26. |

Payment will only be approved in cases where the teacher is required to act as Teacher-In-Charge for at least one-half of the school day.

- (c) While a teacher is performing the duties of a Teacher-In-Charge, an occasional teacher will be hired to perform the normal teacher responsibilities of that teacher.
- (d) A teacher acting as Teacher-In-Charge shall not be required to discipline or evaluate other teachers.

34.02 Acting Secondary School Vice-principal and Acting Secondary School Principal

- (a) A teacher appointed to replace a Principal or Vice-Principal on a temporary basis for twenty (20) or more consecutive days shall be deemed to be an Acting Vice Principal or Acting Principal and shall be on leave from the Bargaining Unit. For the purposes of this provision and in accordance with s.277.1 of the *Education Act* and s.1 of the *Teaching Profession Act*, on leave shall mean that, for the duration of the assignment, the Acting Vice Principal or Acting Principal is not a teacher for the purposes of membership in the Bargaining Unit, OSSTF or the Ontario Teachers' Federation. The conditions in the Collective Agreement shall not cover an Acting Vice Principal or Principal nor shall the teacher pay union dues. However, the teacher shall continue to be required to participate in the OSSTF Long Term Disability Insurance Plan for the duration of the acting appointment and shall continue to accrue seniority.
- (b) During the teacher's leave from the Bargaining Unit, the teacher shall be replaced by an Occasional Teacher. Should the teacher hold a position of responsibility, the vacancy shall be filled on an acting basis for the duration of the leave in accordance with Article 9.02.
- (c) Subject to Article 17, at the conclusion of the appointment as an Acting Vice Principal or Principal, the teacher shall be entitled to return to the same school in which the teacher was most recently employed and to the previously held position if the position still exists or to a comparable position provided that the teacher's appointment does not exceed 193 days or two (2) appointments as an Acting Vice Principal or Vice Principal within three (3) years.
- (d) A teacher shall have the right to refuse an appointment to an Acting Vice-Principal or Principal position.
- (e) Teachers in the position of Acting Vice Principal or Principal shall not be responsible for evaluations or for discipline of other teachers.

ARTICLE 35 - BLUEWATER SECONDARY SCHOOL AND WYCLIFFE BOOTH HOUSE

- 35.01 These schools operate on a school year based on the funding parameters of the Ministry of Education. Teachers will only be required to work the normal number of days that are in the regular school year including all P.A. days.

Should the school year be other than that of the regular school year as set by the Ministry of Education and the Board, teachers at these schools will have holidays on a flexible schedule. If a teacher is on holidays and voluntarily attends a student evaluation day or a P.A. day, then that day shall count as one of the teacher's normal work days.

35.02 The following Articles shall be waived for these schools:

ARTICLE 9: POSITIONS OF RESPONSIBILITY

ARTICLE 24: STAFFING

ARTICLE 25: CONDITIONS OF WORK

35.03 The maximum class size in physical education classes will be 12 students. The maximum class size in all other classes will be 10 students. The overall maximum student and evaluation load per day for any one teacher will be the number of teaching classes per teacher per day times nine students.

35.04 In the event that any of the funding parameters for Section 20 schools change, the Board and the Bargaining Unit will meet to make the necessary changes to this Article.

35.05 Should there be changes in the parameters by which the school operates, such as security of teachers, equitable teaching responsibility, proper delivery of class and individual teaching programs, number of course offerings, or the physical changes of teaching areas, a committee will be established with representation from the Board and the Bargaining Unit and other involved parties as necessary, such as the Ministry of Children and Youth Services and/or the Ministry of Education. The committee will meet in an attempt to provide a solution.

35.06 Each teacher will be assigned the equivalent workload of other teachers in the system.

ARTICLE 36 - LIEU TIME

36.01 When a teacher is requested to work outside of the school year, lieu time during the school year equal to the number of days worked outside of the school year shall be granted at the teacher's request. If coverage is required, an occasional teacher will be employed. The teacher's consent must be obtained before working during a vacation period.

ARTICLE 37- DISTANCE EDUCATION

- 37.01
- (a) Secondary school credits shall not be delivered by means of "Distance Education" without the knowledge of the Bargaining Unit.
 - (b) Secondary school students under 21 years of age taking credit courses through Distance Education shall be assigned to classes, which will comprise one or more of the six classes assigned to a teacher.
 - (c) All Distance Education courses will be scheduled during the regular school day, unless otherwise agreed to by the Board and the teacher assigned. The Board shall inform the President of the Bargaining Unit within three (3) working days of such an agreement.
 - (d) Teachers teaching Distance Education courses shall report to school board personnel only and shall be evaluated only by the principal or vice-principal of the teacher's school and/or supervisory officers employed by the Board.
 - (e) Teachers assigned to teach Distance Education courses shall be subject to the workload provisions set out in Article 25 of this Collective Agreement.

- (f) Teachers employed to develop on-line credit courses beyond their regular teaching duties shall be paid the following amounts per course at minimum:
- | | |
|-----------------------------|---------|
| Effective September 1, 2008 | \$4120; |
| Effective September 1, 2009 | \$4244; |
| Effective September 1, 2010 | \$4371; |
| Effective September 1, 2011 | \$4502. |
- (g) All teachers will be provided with a work location at a secondary school or other work site of the Board.

37.02 Positions of Responsibility for Distance Education

- (a) All Distance Education sections will be attached to Departments as identified in Article 9.01 of the Collective Agreement which currently exist in the schools and will be used to generate Positions of Responsibility as below:
- (i) Where there is one teacher teaching a section or sections of Distance Education who currently has a Position of Responsibility, the teacher will be offered the opportunity to assume responsibility for those sections of Distance Education in their subject area. Where there are two or more teachers of Distance Education in the same subject area with a Position of Responsibility, each teacher will be offered the opportunity to assume responsibility for those sections in Distance Education in their subject area. All such teachers who indicate an interest in assuming responsibility for those sections will be interviewed and the successful candidate will be given responsibility for the Distance Education sections.
- (ii) Where there are sections of Distance Education in a subject area where no teacher of Distance Education has a Position of Responsibility, the sections will be offered to a teacher of Distance Education with a Position of Responsibility who has subject qualifications in that area. Where there are two or more teachers of Distance Education with a Position of Responsibility who have subject qualifications in that area, each teacher will be offered the opportunity to assume responsibility for those sections in Distance Education in that subject area. All such teachers who indicate an interest in assuming responsibility for those sections will be interviewed and the successful candidate will be given responsibility for the Distance Education sections.
- (iii) If no Distance Education teacher with a Position of Responsibility wishes to assume responsibility for the sections of Distance Education, those sections will be added to the Department in the school of the teacher of those sections.
- (iv) When a teacher assumes responsibility for the Distance Education sections as outlined above, those sections will be added to the total number of sections in their Department in the school. The total sections will be added together to generate the appropriate Position of Responsibility(ies) and allowances as outlined in Article 9.
- (v) Notwithstanding the above process, there will a Position of Responsibility for On-line Co-operative Education and Guidance and Career Education, as per Article 9.

37.03 In the event that there are changes initiated by the Board or the Ministry of Education by which Distance Education operates, which affect the salary and working conditions of teachers, the parties will meet to discuss the changes and attempt to agree on a method of modifying the Collective Agreement by mutual consent.

ARTICLE 38 - TEACHER PERFORMANCE APPRAISAL

- 38.01 Performance Appraisals of all teachers shall be conducted in accordance with the Education Act and its regulations as amended from time to time and may be grieved only as set out in 39.04 below.
- 38.02 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.
- 38.03 Members in Positions of Responsibility shall not conduct teacher performance appraisals, but this shall not preclude members in Positions of Responsibility from participating in programs of assistance.
- 38.04 A performance appraisal may be the subject of a grievance where:
- (a) the conduct of the Performance Appraisal has not been reasonably followed in accordance with the Board's Standard Operating Procedures, or
 - (b) as a result of the appraisal of the teacher, the teacher is placed "on review", and
 - (c) where such a grievance is filed as a result of (a) and/or (b) above, the entire evaluation process may be challenged notwithstanding the time limits in Article 16.
- 38.05 When a teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall, with the permission of the teacher, notify the Bargaining Unit President within (3) working days of the teacher receiving the report.
- 38.06 A teacher who receives a supervisory visit in the implementation of the Board's Teacher Performance Appraisal process shall receive a written evaluation report within twenty (20) school days of the visit by the in-school personnel or Supervisory Officer. A minimum of one period shall be considered as one supervisory visit for the preparation of one formal report. A teacher shall receive forty-eight (48) hours notice of any supervisory visit.
- A teacher who receives an evaluation report shall have two (2) school days to examine and attach comments, if desired, before signing the report. Signing the report shall indicate having received the report only and shall not indicate agreement with the report.
- 38.07 Performance Appraisal shall not include consideration of a teacher's involvement in extra-curricular programs or other voluntary activities.

ARTICLE 39- CRIMINAL BACKGROUND CHECK

- 39.01 (a) The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- (b) Access to such records and information shall be strictly limited to the Superintendent of Education (Human Resources) and those persons named by the Director of Education. The Superintendent of Education (Human Resources) shall advise the Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- (c) The Board shall not release any information about a teacher obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 40 - INCLEMENT WEATHER

- 40.01 Where a teacher is unable to reach the teacher's school because of weather conditions that are severe enough to make it impossible for the teacher to be present ~~or~~ if the teacher's school is closed, there will be no loss of pay, benefits or sick leave credits. It will be the teacher's responsibility to notify the principal or designate of the situation as soon as possible.

No teacher shall be required to report to a school which is not the teacher's school.

ARTICLE 41 - ATTENDANCE MANAGEMENT/SUPPORT

- 41.01 The board shall consult with the Bargaining Unit prior to the development and implementation of policies addressing attendance management/support issues.

APPENDIX A
EMPLOYMENT STANDARDS ACT, 2000
PART XIV
LEAVES OF ABSENCE

Definitions

45. In this Part,

"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, and "child" has a corresponding meaning; ("père ou mère")

"same-sex partner" means either of two persons of the same sex who live together in a conjugal relationship outside marriage; ("partenaire de même sexe")

"spouse" means,

- (a) a spouse as defined in section 1 of the Family Law Act, or
- (b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. ("conjoint") 2000, c. 41, s. 45; 2001, c. 9, Sched. I, s. 1 (9).

Pregnancy leave

46. (1) A pregnant teacher is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).

When leave may begin

- (2) An** teacher may begin her pregnancy leave no earlier than the earlier of,
 - (a) the day that is **17** weeks before her due date; and
 - (b) the day on which she gives birth. 2000, c. 41, s. 46 (2).

Exception

- (3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

Latest day for beginning pregnancy leave

- (3.1) An teacher may begin her pregnancy leave no later than the earlier of,
 - (a) her due date; and
 - (b) the day on which she gives birth. 2001, c. 9, Sched. I, s. 1 (10).

Notice

- (4) An** teacher wishing to take pregnancy leave shall give the employer,
 - (a) written notice at least two weeks before the day the leave is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date. 2000, c. 41, s. 46 (4).

Notice to change date

- (5) An** teacher who has given notice to begin pregnancy leave may begin the leave,
 - (a) on an earlier day than was set out in the notice, if the teacher gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the teacher gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

Same, complication, etc.

- (6) If an teacher stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the teacher shall, within two weeks after stopping work, give the employer,
- (a) written notice of the day the pregnancy leave began or is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of **an** teacher who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage. 2000, c. 41, s. 46 (6).

End of pregnancy leave

47. (1) **An** employee's pregnancy leave ends,
- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

Ending leave early

- (2) **An** teacher may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

Changing end date

- (3) **An** teacher who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the teacher gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the teacher gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

Teacher not returning

- (4) **An** teacher who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the teacher. 2000, c. 41, s. 47 (5).

Parental leave

48. (1) **An** teacher who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (1).

When leave may begin

- (2) **An** teacher may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (2).

Restriction if pregnancy leave taken

- (3) **An** teacher who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. 2000, c. 41, s. 48 (3).

Notice

- (4) Subject to subsection (6), an teacher wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c. 41, s. 48 (4).

Notice to change date

- (5) **An** teacher who has given notice to begin parental leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the teacher gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the teacher gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 48 (5).

If child earlier than expected

- (6) If an teacher stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
- (a) the employee's parental leave begins on the day he or she stops working; and
 - (b) the teacher must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. 2000, c. 41, s. 48 (6).

End of parental leave

49. (1) **An** employee's parental leave ends 35 weeks after it began, if the teacher also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c. 41, s. 49 (1).

Ending leave early

- (2) **An** teacher may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

Changing end date

- (3) **An** teacher who has given notice to end his or her parental leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the teacher gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the teacher gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

Teacher not returning

- (4) **An** teacher who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

APPENDIX B
QUALIFICATIONS AND CALCULATION OF THE
SEVERANCE PAYMENT PLAN RE: HURON COUNTY

1. This plan shall apply to all full-time and part-time teachers employed by the Board.
2. A teacher who has completed twelve (12) years service with the Board and who is eligible for a pension under the provisions of the Teachers' Pension Plan Act shall be entitled to a Severance Payment on termination of employment.
A teacher's part-time or full-time teaching shall be counted as one (1) year of full service in meeting the twelve years of service requirement.
3. The amount of the Severance Payment shall be calculated as follows:

$$\frac{N}{200} \times \frac{S}{2} \quad \text{where}$$

N is the number of unused accumulated sick leave credit days at the time of separation from the Board (maximum of 200).

S is the final annual rate of salary at the date of separation from the Board.

APPENDIX C
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: TECHNOLOGY IN THE CLASSROOM

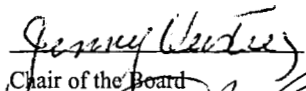
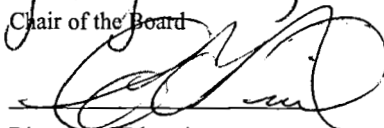
The parties recognize the impact of the use of technology on the administrative functions which are part of teachers' roles. The Board agrees to provide teachers who are required to use computerized evaluation reporting systems reasonable access to computers in the school. Wherever possible, and except in the case of emergencies, teachers will be required to enter data only once for each required evaluation period, providing a hard copy of the data to the school office.



The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 27th day of April, 2009.

Signed and agreed on behalf of the Board

Signed and agreed on behalf of the Bargaining Unit:


Chair of the Board

Director of Education


President

Federation Officer

APPENDIX D
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: BENEFITS

The parties agree to the establishment of a joint committee to determine benefits enhancements for implementation effective September 1, 2009 for the Bargaining Unit. This committee will meet no later than March 1, 2009.

These enhancements will be funded through the allocation to the Board as detailed in Appendix 2 of the B10 memo dated August 18, 2008, for the 2008-2009 school year and further funded on an on-going basis through funding detailed in Appendix 13 of the B10 memo.

The parties agree to utilize all identified funding for benefits enhancements as chosen by the Bargaining Unit. The parties further agree that this funding shall not exceed \$85 000 in total cost to the Board in the 2009/2010 school year.

The Board shall provide the Bargaining Unit with full disclosure to inform decision making on the level of enhancement available through the funding. The nature of the disclosure will be similar to, but not limited to, the information provided by Boards in a public procurement process.

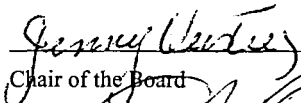
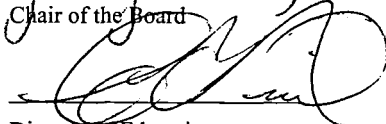
These enhancements will be outlined in a Memorandum of Agreement to be appended to the 2008 - 2012 collective agreement as on-going benefits entitlements. This memorandum shall be grievable and arbitrable as per Article 16 in the collective agreement.

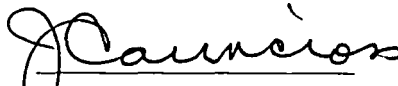

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 27th day of April, 2009.

Signed and agreed on behalf of the Board

Signed and agreed on behalf of the Bargaining Unit:


Chair of the Board

Director of Education


President

Federation Officer

APPENDIX E
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: BENEFITS ENHANCEMENTS

Effective September 1, 2009, in accordance with Appendix D, the following provisions shall be implemented to enhance the benefits available through Article 12:

Major Medical Benefit Plan

1. The rate for reimbursement for frames, lenses, and the fitting of prescription glasses, including prescription sun glasses and contact lenses shall be up to an overall maximum of \$500 in any two year fixed period for insured persons 18 years of age and over, and \$250 in any one year fixed period for insured persons under age 18.
2. A one time reimbursement of \$1000 shall be provided for laser eye surgery for insured persons 18 years of age or older.
3. The total yearly maximum payable per person for professional services as outlined by the insurer being that of a licensed psychologist or social worker, speech therapist, podiatrist or chiropodist, osteopath, naturopath, massage therapist, chiropractor and physiotherapist shall be \$500 for each type of professional practitioner. **The** limit per visit established in the Plan shall be \$50 per visit.

Dental Plan

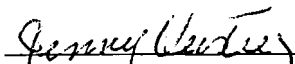
1. Orthodontics with co-insurance on a 50%/50% basis and a \$2500 lifetime maximum payout per individual.
2. For recall, (including but not limited to oral exams, bite wing x-rays, oral hygiene instruction and polishing), benefit eligibility will be limited in frequency to once every six months for all eligible persons.


The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 27th day of April, 2009.

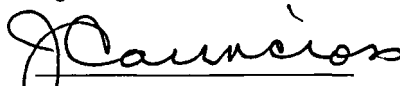
Signed and agreed on behalf of the Board

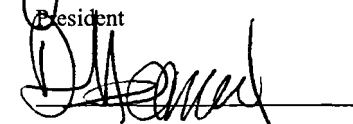
Signed and agreed on behalf of the Bargain-
ing Unit:



Chair of the Board


Director of Education



President


Federation Officer

APPENDIX F
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: PROVISION OF LESSON PLANS

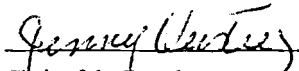
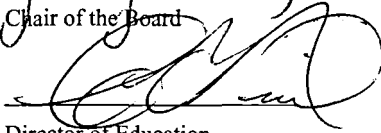
When a teacher plans to be absent from regular classroom duty on a short term basis (one or two days), it will be the responsibility of the teacher to prepare an appropriate amount of work for the period or periods for which they will be absent. In anticipation of unplanned absences, when requested by the Principal, teachers will submit in advance a minimum of two lessons of a generic nature that may be assigned at any time. The intent of these lessons is to ensure that the students are engaged in active learning for which they will be held responsible.

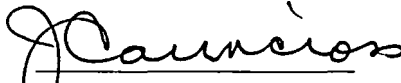

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 27th day of April, 2009.

Signed and agreed on behalf of the Board

Signed and agreed on behalf of the Bargaining Unit:


Chair of the Board

Director of Education


President

Federation Officer

APPENDIX G
LETTER OF UNDERSTANDING

between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT

RE: ADULT AND CONTINUING EDUCATION SENIORITY LIST,
COMPOSITE LIST AND THE POSTING AND FILLING OF VACANCIES

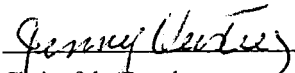

The parties to agree to form a joint committee comprised of three representatives of the Board and three representatives of the Bargaining Unit to study and clarify the process by which the Adult and Continuing Education seniority list and composite list are compiled and the process of posting and filling of vacancies. One person from each party shall act as a co-chair. The committee will meet as determined by the members. Implementation of the recommendations upon which there has been consensus will take place for January 1, 2010.



The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 27th day of April, 2009.

Signed and agreed on behalf of the Board

Signed and agreed on behalf of the Bargain-
ing Unit:


Chair of the Board

Director of Education


President

Federation Officer

APPENDIX H
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: IMPLEMENTATION OF THE NEW ARTICLE 17

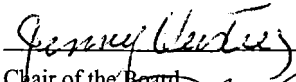
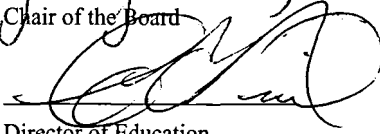
Following the conclusion of the spring 2009 surplus/redundancy process, and prior to the end of the 2008/2009 school year, the parties agree to meet as a Secondary School Staffing Advisory Committee to review and amend the process as is necessary and is mutually agreed.



The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 27th day of April, 2009.

Signed and agreed on behalf of the Board

Signed and agreed on behalf of the Bargaining Unit:


Chair of the Board

Director of Education


President

Federation Officer

**APPENDIX I
LETTER OF UNDERSTANDING**

**between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: QUALIFICATIONS REVIEW COMMITTEE**

The parties agree to establish a joint Union/Board committee prior to the Spring of 2009 staffing process in order to create a mutually agreeable definition of "qualified", for reference in Articles 17 and 22.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

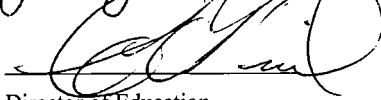
Dated at Seaforth, Ontario, this 27th day of April, 2009.

Signed and agreed on behalf of the Board

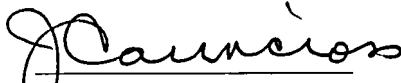
Signed and agreed on behalf of the Bargain-
ing Unit:



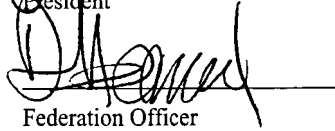
Chair of the Board



Director of Education



President



Federation Officer

APPENDIX J
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: OCCASIONAL TEACHERS

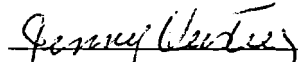
The Board recognizes that the Teacher Bargaining Unit represents all the Regular Teacher Bargaining Unit members and the Occasional Teacher Bargaining Unit members. The Board recognizes the right of the Teacher Bargaining Unit to represent occasional teachers in all matters pertaining to the negotiation and administration of the Occasional Teacher Collective Agreement, and to represent an occasional teacher in all matters regarding the conduct or competence of the occasional teacher.

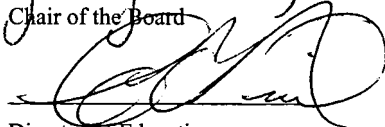
The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 27th day of April, 2009.


Signed and agreed on behalf of the Board

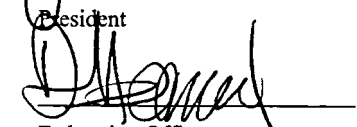
Signed and agreed on behalf of the Bargain-
ing Unit:



Chair of the Board


Director of Education



President


Federation Officer

APPENDIX K
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: RETIREE MEMBERSHIP IN BENEFIT PLANS

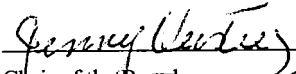
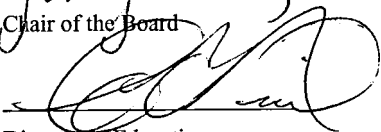
The Board agrees that for the duration of this collective agreement, notwithstanding Article 12.01 (i), the premium rates for retirees **will** be the same as the group rates for active teachers.

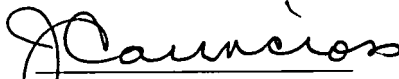

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 27th day of April, 2009.

Signed and agreed on behalf of the Board

Signed and agreed on behalf of the Bargain-
ing Unit:

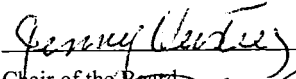
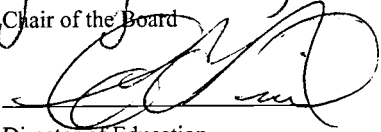

Chair of the Board

Director of Education


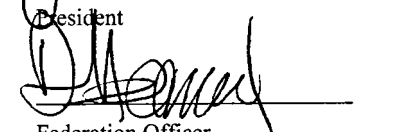

President

Federation Officer

Dated at Seaforth, Ontario, this 27th day of April, 2009.

Signed and agreed on behalf of the
Avon Maitland District School Board

Signed and agreed on behalf of the
OSSTF –District 8


Chair of the Board

Director of Education


President

Federation Officer

