

COLLECTIVE AGREEMENT

between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter called the “Employer” or “Board”)**

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS’
FEDERATION
(hereinafter called the “OSSTF” or “Union” or “Bargaining Unit”)**

REPRESENTING

THE SECONDARY SCHOOL TEACHERS

OF

DISTRICT 9, GREATER ESSEX

September 1, 2004 to August 31, 2008

TABLE OF CONTENTS

| ARTICLE | DESCRIPTION | PAGE |
|---------|---|------|
| I | DEFINITION AND PURPOSE | 3 |
| II | RECOGNITION | 6 |
| III | STRIKES AND LOCK-OUTS | 7 |
| IV | MANAGEMENT RIGHTS | 7 |
| V | UNION DUES CHECK-OFF | 9 |
| VI | IMPLEMENTATION | 9 |
| VII | CATEGORY SYSTEM AND CERTIFICATION | 12 |
| VIII | BASIC SALARY GRID | 16 |
| IX | SENIORITY | 21 |
| X | STAFFING PROCEDURES | 23 |
| XI | STAFFING | 28 |
| XII | SURPLUS/REDUNDANCY/RECALL | 32 |
| XIII | VOLUNTARY TRANSFERS | 37 |
| XIV | VACANCIES-INTERNAL POSTINGS AND EXTERNAL HIRING | 38 |
| XV | EMPLOYEE BENEFITS | 40 |
| XVI | PREGNANCY/ADOPTION/PARENTAL LEAVE | 46 |
| XVII | LEAVES OF ABSENCE | 48 |
| XVIII | LEAVES OF ABSENCE-EXTENDED | 51 |
| XIX | WORKPLACE SAFETY AND INSURANCE | 56 |
| XX | OCCUPATIONAL HEALTH AND SAFETY | 57 |
| XXI | GRIEVANCE/ARBITRATION | 58 |
| XXII | WORKING CONDITIONS | 60 |
| XXIII | PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE | 63 |
| XXIV | MILEAGE | 65 |
| XXV | CONTINUING EDUCATION | 65 |
| XXVI | GENERAL | 66 |
| XXVII | CRIMINAL BACKGROUND CHECKS | 67 |
| XXVIII | TEACHER PERFORMANCE APPRAISAL | 67 |
| XXVIII | ATTENDANCE MANAGEMENT POLICY | 68 |
| XXX | DURATION | 68 |
| | LETTER OF AGREEMENT RE STAFFING GUIDELINES | 71 |
| | LETTER OF UNDERSTANDING RE SECTIONS OFFERED | 72 |
| | LETTER OF UNDERSTANDING RE PROFESSIONAL DEVELOPMENT FUND | 73 |
| | LETTER OF UNDERSTANDING RE LEAVES OF ABSENCE | 74 |
| | LETTER OF UNDERSTANDING RE MARKBOOK | 75 |
| | LETTER OF UNDERSTANDING RE INTERVIEW AND SELECTION PROCEDURES | 76 |
| | LETTER OF UNDERSTANDING RE TEACHER DEVELOPMENT ACCOUNTS | 77 |
| | LETTER OF UNDERSTANDING RE ALLOCATION OF STAFF | 78 |

ARTICLE I - DEFINITION AND PURPOSE

1.01 It is the intent and purpose of this Agreement to establish salaries, allowances and benefits, provide for certain working conditions and to provide for the prompt and equitable settlement of grievances.

1.02 This Agreement shall supersede all previous such Agreements. Except for error, inadvertence or omissions, it shall set the terms of employment and it shall be binding upon the Board, the bargaining Unit and the individual members of the bargaining Unit.

1.03 In this Agreement:

(a) The "Board" means the Greater Essex County District School Board.

(b) "Discharged" means the termination by the Board of a teacher's employment, excluding any provisions of the Collective Agreement.

(c) "District 9" means the Union

(d) (i) "Major Subject Area" means:

1. a subject area in which a teacher has successfully completed at least five full university courses in the case of one major subject area; or

2. subject areas in which a teacher has completed at least four full university courses in two or more subject areas; or

3. a subject area listed on Regulation 184 (Ontario College of Teachers Act) such as Art, Business Studies, Co-operative Education, Remedial Reading, Guidance and English as a Second Language (E.S.L.) in which a teacher has completed at least Part II of a three part qualifying Ministry of Education course; or

4. a subject area listed on Regulation 184 (Ontario College of Teachers Act) such as Art, Business Studies, Co-operative Education, Remedial Reading, Guidance and English as a Second Language (E.S.L.) in which a teacher has a subject entry as a Basic Qualification on his/her Certificate of Qualification provided that a teacher continues to hold five (5) full university courses in one subject area or four (4) full

university courses in that subject area in cases where a teacher holds major qualifications in more than one (1) subject area; or

5. a technological subject area in which a teacher has Advanced ('A') level qualifications on his/her Certificate of Qualification. A Teacher of Technical studies must be time tabled in subject areas in which he/she holds "A" level qualifications for a minimum of three (3) periods unless he/she has indicated a preference in another subject area in which he/she holds "major" qualifications, in which case Article 10.04 will apply; or
6. a Learning Support Teacher (LST) in a learning support area in which the teacher has completed specialist qualifications in special education; or
7. a subject area other than technological in which a teacher has been deemed as having a major subject area with restrictions under Subsection 1.03 (i). A teacher holding this qualification is restricted to teaching Grades 9 to 12 at the basic level and grades 9 to 10 at the general and advanced level; or
8. a technological subject area in which a teacher has Basic ("B") level qualifications recorded on his/her Certificate of Qualification. A teacher holding this qualification is restricted to teaching Grades 9 and 10 for a maximum of one-half (1/2) of their timetable; or
9. a business subject area for which a teacher has completed, since September of 1981, a full year program in an Ontario Faculty of Education leading to an intermediate senior business studies qualification in that subject area in "Initial" under "Areas of Concentration" on the Certificate of Qualification.

(ii) "Minor Subject Area" means

1. All subject areas identified under the heading Basic Qualifications that have not been identified as a major on a teacher's current Ontario College of Teachers Certificate of Qualifications card; or

2. a subject area in which a teacher has successfully completed at least three (3) full university courses; or
 3. a subject area in which a teacher has been deemed under Subsection 1.03 (f); or
 4. a subject area such as Art, Business Studies, Co-operative Education,, Remedial Reading, Guidance and E.S.L. in which a teacher has completed Part I of a three part qualifying Ministry of Education course.
- (e) "O.S.S.T.F." means Ontario Secondary School Teachers' Federation.
- (f) "Qualified" means qualified to teach in the subject areas determined in accordance with the professional qualifications recorded in the teacher's personal history file maintained at the Board Office. The Board shall continue to recognize major/minor qualifications acquired as a result of deeming. A person must have successfully taught the majority of his/her courses in a subject area over the last five years in order to be deemed.
- (g) "Resignation" means the action of a teacher voluntarily seeking termination of employment with the Board.
- (h) "Salary" means remuneration paid for services as a teacher as described in Section 1.03 (i) and includes a cost of living allowance paid in relation to the remuneration. It does not include a perquisite in relation to employment, does not include payment related to accumulated sick leave and does not include payment related to retirement or severance from employment, whether or not remuneration, payment or perquisite is a term or condition of employment in education.
- (i) Teacher
- (i) "Teacher" means a teacher as defined in the Education Act.
 - (ii) "Part-time teacher" means a teacher employed by a Board on a regular basis for less than full-time duty.
 - (iii) "Permanent Teacher" means a teacher employed by a Board as a permanent teacher.
 - (iv) "Probationary Teacher" means a teacher employed by a Board as a permanent teacher.

- (v) “Redundant Teacher” means a teacher who is not needed to meet the staffing requirements of the system and who, within the terms of the Collective Agreement, cannot be placed in any other position for which he/she is qualified or will become qualified for the following school year.
- (vi) “Surplus Teacher” means a teacher who is not needed to meet the program requirements of a school.
- (j) “Vacancy” means a teaching position other than a position of responsibility or a teacher in a program listed in Section 14.05 of this Collective Agreement which has been vacated because of resignation, discharge, retirement, death, transfer or promotion.

ARTICLE II - RECOGNITION

- 2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Employer and assigned as teachers to one or more secondary schools or to perform duties in respect of such schools all or most of the time.
- 2.02 The Employer recognizes the right of the Bargaining Unit to authorize O.S.S.T.F. 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.
- 2.03 The Employer further recognizes its obligation to advise a teacher of his/her right to Bargaining Unit representation at a meeting when the conduct or competence of a teacher is being considered which may lead to disciplinary actions.
- 2.04 The Union recognizes the Negotiations Policy Committee and its Negotiating Team as the body authorized to negotiate on behalf of the Board.
- 2.05 The Union recognizes the right of the Employer to authorize 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.
- 2.06 The Union shall be allowed to communicate with its membership using the Board's internal mail service, fax and e-mail.

- 2.07 The Board shall provide the School Representative access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.
- 2.08 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.
- 2.09 During the new teacher orientation session, conducted by the Board's Human Resources Department, the Union will be given an opportunity, at the end of the session, to address new secondary teachers on matters that relate to their relationship with the Union and will be notified, by the Board, at least two (2) weeks in advance of said meeting. The Union will be identified as the last presenter on the agenda of this orientation session.

ARTICLE III - STRIKES AND LOCK-OUTS

- 3.01 There shall be no strike or lock-out during the term of this Agreement. The terms "Strike" is as defined in the *Education Act* and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.
- 3.02 (a) In the event of a strike or lock-out by employees in another Bargaining unit, the Employer will, at the request of the Union, meet with the Union under the auspices of the Joint Relations Committee to discuss the impact or potential impact of the strike on the Union's Membership.
- (b) No Member shall be required to perform the duties, beyond those prescribed by the Education Act and related regulations, of any other employee of the Board who is engaged in a strike or lockout.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the Board has the right, duty and responsibility to provide, operate and manage its secondary schools in the County of Essex. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its teachers as granted and preserved in this Agreement.
- 4.02 The Union further recognizes the right and duty of the Board to promote, demote, transfer, discharge, suspend without pay and discipline teachers

for just cause, subject to the provisions of the Agreement expressly governing the exercise of these rights and subject to the right of any teacher to lodge a grievance in accordance with Article XXI.

- 4.03 (a) The parties agree that the Board has the right, under Section 4.02 of the collective agreement, to transfer teachers for program needs.
- (b) The Union reserves the right to file a grievance if they believe that a transfer initiated by Administration was for disciplinary reasons or that the Board exercised that right arbitrarily or in bad faith.
- 4.04 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Agreement.
- 4.05 The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Union including exercising any rights under this Collective Agreement or the prevailing Statutes of Ontario.
- 4.06 Both the Board and the Union agree that this agreement is subject to the appropriate statutes and regulations of Canada and the Province of Ontario. If there is a conflict between the status or regulations, and the agreement, the appropriate statute or regulation will prevail.
- 4.07 Where legislative changes are made which directly affect any provision of this Agreement, a meeting may be requested by either party and shall be held prior to the implementation of the legislative changes.
- 4.08 The parties agree that there shall be no interference, restraint, coercion or discrimination practised against employees on the grounds of membership or as highlighted within the Ontario Human Rights Code, such as race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, marital status, familial status or handicap.
- 4.09 No teacher shall be demoted, discharged, dismissed or disciplined in any way without just cause. The Union accepts a lessor standard for a probationary teacher.
- 4.10 The Board and the Union agree that harassment is unacceptable behaviour and it is the responsibility of the Board to maintain a harassment-free workplace.*****

ARTICLE V - UNION DUES CHECK-OFF

- 5.01 On each regular pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by the OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 5.02 The OSSTF dues deducted in 5.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario MA 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- 5.03 Dues specified by the Bargaining Unit in 5.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 9, at the Bargaining Unit's current address no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance, if requested by the Bargaining Unit, shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- 5.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE VI - IMPLEMENTATION

- 6.01 A part-time teacher shall be paid at the rate of salary of the teacher's category with appropriate allowances for teaching, related experience, post graduate degree(s), employee benefits, cost of living allowances and other allowances as provided for in this Agreement, all of which will be prorated in the same ratio as the part-time assignment bears to full-time assignment of 6.0 classes.
- 6.02 A newly hired teacher shall serve a probationary period of one year.
- 6.03 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.

- 6.04 In the event the Employer requires a new position within the system for teachers subject to this Agreement, the administration shall first discuss the creation and salary of the new position with the Bargaining Unit. Such position shall be advertised within the secondary schools for a period of ten (10) teaching days. If no applications are received or if none of the applicants are qualified to fill the position, the Employer may take such steps as it considers necessary to fill such position.
- 6.05 The Board agrees to provide the Union with a schedule listing teachers covered by this Agreement complete with address, professional qualifications, category and current salary level, as soon as possible in the school year but before October 31 and as soon as possible in the calendar year. Scattergrams of category and current salary will be provided to OSSTF by the end of November in each year. At the time of hiring of any teacher during the term of this Agreement, the board shall provide the foregoing information to the Union. In the event of any subsequent changes in any teacher's status including without restriction, resignation and termination, the Board shall immediately notify the Union of such change.
- 6.06 Personnel Files
- (a) Following the written request of a teacher for an appointment, the Board shall make available for review, during normal business hours, all information in his/her files. Such review shall be in the presence of a member of the Human Resources Department.
 - (b) The teacher may be accompanied by a Federation representative.
 - (c) Upon written authorization by the teacher, a Federation representative shall have access to the teacher's file.
 - (d) The teacher may copy any material contained in his/her file.
 - (e) If the teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the Human Resources Manager, or designate, within a reasonable time from the receipt of a written request by the teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Human Resources Manager or designate, shall, at the written request of the teacher, notify all persons who received a report based on the inaccurate information of any amendments.
 - (f) A member may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter removed from the member's personnel file after two years if that member has had no additional

related letters placed into the file since the date of the letter in question.

The appropriate Superintendent shall respond in writing, within ten school days as to whether or not such request shall be granted. Where the request is denied, the Superintendent shall provide the reason for the denial, in writing, to the Member.

6.07 No member of the Union shall carry out or assist in teacher evaluation.

6.08 Principals and Vice-Principals

- (a) The parties agree that an employee who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal or be appointed to an acting Vice-Principal position where there are no employees in the Vice-Principal pool, for a period of not less than a day on a temporary basis not to exceed one school year. The acting Principal/Vice-Principal shall be paid the following salary:

1/194 of Year 1 of the Principal/Vice-Principal's Salary Scale times the number of days in the position. This salary shall be in lieu of the employee's regular salary.

It is agreed that an acting Principal/Vice-Principal shall not evaluate or discipline other members of the Bargaining Unit.

Note: Where the acting position occurs in a school where only one administrator is assigned, the teacher assigned to the acting position shall be paid at the Vice-Principal salary scale for the first five (5) consecutive days in the assignment. If the assignment extends beyond five (5) consecutive days, the teacher in the acting position shall be paid in accordance with the Principal salary scale retroactive to the first day in the assignment.

- (b) The employee will continue to be subject to all terms and conditions of this Collective Agreement.
- (c)
 - (i) an occasional teacher shall be hired to replace a member of the bargaining unit who is acting to replace an absent Principal/Vice-Principal for a period of less than one semester or equivalent in a regular day school.
 - (ii) a probationary teacher shall be hired for an unfilled timetable created by a member of the bargaining unit acting to replace

an absent Principal/Vice-Principal for a minimum of one semester or one year.

- (iii) an absence of a Principal/Vice-Principal known to be for a full school year shall result in a posting of an unfilled timetable created by a member of the bargaining unit acting to replace the absent Principal/Vice-Principal.

6.09 Certified Teacher

Where the Education Act permits Employers to employ persons without teaching certificates to provide services previously required to be provided by a certified teacher, the Employer agrees to continue to employ certified teachers to provide such services, subject to any other applicable provision of this Agreement until the teacher;

- (a) retires,
- (b) transfers to another teaching position, or
- (c) resigns.

ARTICLE VII - CATEGORY SYSTEM AND CERTIFICATION

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

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

7.03 (a) No teacher shall be placed in a category lower than that recognized by the Board for that teacher as of June 30, 1984.

(b) Categorization of newly-hired teachers and teachers seeking category improvement effective on or after September 1, shall be recognized only in accordance with the Ontario Secondary School Teachers' Federation Certification in effect at the time of the signing of this Agreement.

7.04 (a) Where a teacher has notified the appropriate Superintendent or designate in writing by November 30 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before

May 31 of the same school year, or such other date as may be mutually agreed.

- (b) Where a teacher has notified the appropriate Superintendent or designate in writing by March 1 of any school year that he/she is expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.
- 7.05 Any teacher teaching a full schedule in any area other than his/her major subject area shall receive full salary, allowances, benefits and other entitlements which apply to his/her major subject area.
- 7.06 Any teacher with the majority of his/her timetable in the secondary panel will be considered as a full time member of the secondary panel and hence will be afforded the same rights, salary, allowances, benefits and entitlements as other members who are subject to this Agreement.
- 7.07 All teachers shall be placed on the salary grid at the appropriate level. The determination of such placement shall include credit allowed by the Board for teaching and related experience. The year level grid placement for all teachers on staff shall advance on September 1 of each year. All teachers shall be advanced the salary grids in accordance with their teaching and related experience.
- 7.08 Recognized Teaching Experience
- (a) Previous contract teaching experience in Ontario or its equivalent elsewhere as well as previous occasional teaching experience recognized by the predecessor Boards in accordance with the applicable Collective Agreements, shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
 - (b) In addition to 7.08 (a), long term occasional teaching experience in Ontario accumulated after September 1, 1998 and short term occasional teaching experience in Ontario accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
 - (c) Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.

- (d) Teaching experience subsequent to being hired shall be calculated on the basis of one (1) month equals .1 year and shall be recorded each September 1. A teacher must be employed for at least one-half (1/2) of the available school days in a given month to gain credit for a full month's teaching experience for that month. It is understood that a month begins with the first day of the assignment. Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.
- (e) Teaching experience gained prior to being hired as a contract teacher shall be calculated on the basis of 194 days equals one (1) full year.
- (f) Teaching experience under 7.08 (a) and (b) shall be cumulative from year to year and shall be calculated as follows:
 - 1. each full year of experience shall count as one (1) year;
 - 2. any remaining fraction of a year shall be calculated as follows:
 - (i) less than 0.4 of a school year - No Credit
 - (ii) 0.4 of a school year and less than .8 of a school year – 1/2 year credit
 - (iii) 0.8 of a school year to 1.0 school year - 1 year credit

Example: A teacher teaches 0.8 in year 1 and 0.8 in year 2. The teacher shall be paid at step 1 at the start of year 2. The teacher shall have accumulated 1.6 years of experience by the end of year 2 and will be placed at 1.5 grid steps at the commencement of year 3.

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

7.09 Non-Teaching Experience

- (a) (i) War service for teachers hired after September 1, 1972 shall be allowed if deemed eligible by the Teacher Pension Plan Board. The amount of annual increase will be according to the schedule in effect at the time and will be for each year of service.

- (ii) Business or industrial experience shall be paid at the rate of three-hundred dollars (\$300.00) per year. For the school year 1998-1999, non-teaching experience for technical teachers will be recognized in accordance with the previous Windsor and the previous Essex County Board collective agreements. Effective September 1, 2000, each year of business or industrial experience for technical teachers shall count as one year of teaching experience on the grid to a maximum of six years of experience.
- (iii) A teacher who holds Vocational-Commercial Certification and/or Technical Certification and who holds and/or subsequently receives a Canadian degree or its equivalent and has been awarded intermediate and/or senior certification shall be entitled to an allowance not exceeding five years for the experience which was a requirement for entrance to the course leading to Vocational-Commercial Certification and/or Technical Certification.
- (iv) Other experience desirable for the subject taught including indirectly related business or industrial experience will be considered on its merits at the rate of \$200.00 per year to a maximum of \$1,000.

Note: Proof of experience shall be furnished as the original of the written statement of the employing firm(s). For the purpose of allowance, the work experience must be full-time work, must be the primary occupation of the person concerned, and must not be work engaged in during vacation periods. Except as outlined in Article 7.09 (a) (iii) above, years of experience which were used to secure entrance to a college of education or to upgrade a teacher's classification may not be used to calculate the experience allowance. Additionally, teachers will not receive less than that which they received prior to acquiring their Certificate of Qualification.

- (b) Part year of industrial or business experience shall be calculated as the fraction of a year as indicated in Subsection 7.09 (a) (ii) multiplied by the appropriate amount listed in Subsection 7.10 (a) (ii).
- (c) Total payments under parts (ii), (iii) and (iv) of Subsection 7.09 (a) above shall not exceed \$3,000.00 per year.
- (d) The total of all allowances in Section 7.09 of this Agreement shall not be paid above the maximum salary indicated in Section 8.01.

- 7.10 It is the responsibility of the teacher to furnish proof of experience directly to the Human Resources Department of the Board, within three (3) calendar months of the date of commencement of employment unless further extended by mutual agreement.
- 7.11 Claims for allowances for experience of any type shall not be entertained after November 30 of the year of hiring unless the claims for allowances for experience of any type were indicated in the application of the teacher and/or the Acceptance of Position form completed at the time of hiring.
- 7.12 (a) Teachers with daily assignments in more than one location shall receive mileage compensation in accordance with Board Policy for the distance traveled between Board locations.
- (b) Teachers of the out-of-school component of Cooperative Education shall receive mileage compensation in accordance with Board Policy for distances traveled in the performance of their duties as Cooperative Education teachers.

ARTICLE VIII - BASIC SALARY GRID

8.01 (a) Effective September 1, 2004

| STEPS | I | II | III | IV |
|-------|--------|--------|--------|--------|
| 0 | 36,533 | 38,079 | 41,635 | 43,561 |
| 1 | 38,568 | 40,227 | 44,034 | 46,125 |
| 2 | 40,709 | 42,494 | 46,566 | 48,852 |
| 3 | 42,972 | 44,899 | 49,252 | 51,734 |
| 4 | 45,368 | 47,427 | 52,093 | 54,785 |
| 5 | 47,888 | 50,095 | 55,091 | 58,015 |
| 6 | 50,552 | 52,928 | 58,263 | 61,437 |
| 7 | 53,361 | 55,913 | 61,616 | 65,065 |
| 8 | 56,332 | 59,063 | 65,173 | 68,903 |
| 9 | 60,313 | 62,580 | 69,399 | 72,924 |
| 10 | 64,297 | 66,103 | 73,626 | 77,560 |

8.01 (b) Effective September 1, 2005

| STEPS | I | II | III | IV |
|-------|--------|--------|--------|--------|
| 0 | 37,264 | 38,841 | 42,468 | 44,432 |
| 1 | 39,340 | 41,032 | 44,915 | 47,048 |
| 2 | 41,523 | 43,344 | 47,497 | 49,829 |
| 3 | 43,831 | 45,797 | 50,237 | 52,769 |

| | | | | |
|----|--------|--------|--------|--------|
| 4 | 46,275 | 48,376 | 53,135 | 55,881 |
| 5 | 48,846 | 51,097 | 56,193 | 59,175 |
| 6 | 51,563 | 53,987 | 59,428 | 62,666 |
| 7 | 54,428 | 57,031 | 62,848 | 66,366 |
| 8 | 57,458 | 60,244 | 66,476 | 70,281 |
| 9 | 61,519 | 63,832 | 70,787 | 74,382 |
| 10 | 65,583 | 67,425 | 75,099 | 79,111 |

8.01 (c) Effective September 1, 2006

| STEPS | I | II | III | IV |
|-------|--------|--------|--------|--------|
| 0 | 38,009 | 39,618 | 43,317 | 45,321 |
| 1 | 40,127 | 41,853 | 45,813 | 47,989 |
| 2 | 42,354 | 44,211 | 48,447 | 50,826 |
| 3 | 44,708 | 46,713 | 51,242 | 53,824 |
| 4 | 47,201 | 49,344 | 54,198 | 56,999 |
| 5 | 49,823 | 52,119 | 57,317 | 60,359 |
| 6 | 52,594 | 55,067 | 60,617 | 63,919 |
| 7 | 55,517 | 58,172 | 64,105 | 67,693 |
| 8 | 58,607 | 61,449 | 67,806 | 71,687 |
| 9 | 62,749 | 65,109 | 72,203 | 75,870 |
| 10 | 66,895 | 68,774 | 76,601 | 80,693 |

8.01 (d) Effective February 1, 2007

| STEPS | I | II | III | IV |
|-------|--------|--------|--------|--------|
| 0 | 38,389 | 40,014 | 43,751 | 45,774 |
| 1 | 40,528 | 42,272 | 46,271 | 48,469 |
| 2 | 42,778 | 44,653 | 48,931 | 51,334 |
| 3 | 45,155 | 47,180 | 51,754 | 54,362 |
| 4 | 47,673 | 49,837 | 54,740 | 57,569 |
| 5 | 50,321 | 52,640 | 57,890 | 60,963 |
| 6 | 53,120 | 55,618 | 61,223 | 64,558 |
| 7 | 56,072 | 58,754 | 64,746 | 68,370 |
| 8 | 59,193 | 62,063 | 68,484 | 72,404 |
| 9 | 63,376 | 65,760 | 72,925 | 76,629 |
| 10 | 67,564 | 69,462 | 77,367 | 81,500 |

8.01 (e) Effective September 1, 2007

| STEPS | I | II | III | IV |
|-------|--------|--------|--------|--------|
| 0 | 39,080 | 40,734 | 44,538 | 46,598 |
| 1 | 41,258 | 43,033 | 47,104 | 49,341 |
| 2 | 43,548 | 45,457 | 49,812 | 52,258 |
| 3 | 45,968 | 48,029 | 52,686 | 55,341 |
| 4 | 48,531 | 50,734 | 55,725 | 58,605 |
| 5 | 51,227 | 53,588 | 58,932 | 62,060 |
| 6 | 54,076 | 56,619 | 62,325 | 65,720 |
| 7 | 57,081 | 59,812 | 65,911 | 69,601 |
| 8 | 60,258 | 63,180 | 69,717 | 73,707 |
| 9 | 64,517 | 66,944 | 74,238 | 78,008 |
| 10 | 68,780 | 70,712 | 78,760 | 82,967 |

8.01 (f) Effective February 1, 2008

| STEPS | I | II | III | IV |
|-------|--------|--------|--------|--------|
| 0 | 39,627 | 41,304 | 45,162 | 47,250 |
| 1 | 41,836 | 43,635 | 47,763 | 50,032 |
| 2 | 44,158 | 46,093 | 50,509 | 52,990 |
| 3 | 46,612 | 48,702 | 53,424 | 56,116 |
| 4 | 49,210 | 51,444 | 56,505 | 59,425 |
| 5 | 51,944 | 54,338 | 59,757 | 62,929 |
| 6 | 54,833 | 57,412 | 63,198 | 66,640 |
| 7 | 57,880 | 60,649 | 66,834 | 70,575 |
| 8 | 61,102 | 64,065 | 70,693 | 74,739 |
| 9 | 65,420 | 67,881 | 75,276 | 79,100 |
| 10 | 69,743 | 71,702 | 79,863 | 84,129 |

8.02 (a) In addition to the salary outlined in article 8.01 (a), a teacher holding a position of responsibility as a consultant shall be paid the following annual allowance which shall have the effect of piercing the maximum salary.

| | |
|-------------------|---------|
| September 1, 2004 | \$6,773 |
| September 1, 2005 | \$6,908 |
| September 1, 2006 | \$7,046 |
| February 1, 2007 | \$7,117 |
| September 1, 2007 | \$7,245 |
| February 1, 2008 | \$7,346 |

- (b) (i) In addition to the salary outlined in article 8.01 (a), a Major Department Head shall be paid the following annual allowance which shall have the effect of piercing the maximum salary.

| | |
|-------------------|---------|
| September 1, 2004 | \$3,386 |
| September 1, 2005 | \$3,454 |
| September 1, 2006 | \$3,523 |
| February 1, 2007 | \$3,558 |
| September 1, 2007 | \$3,622 |
| February 1, 2008 | \$3,673 |

- (ii) In addition to the salary outlined in article 8.01 (a), a Minor Department Head shall be paid the following annual allowance which shall have the effect of piercing the maximum salary.

| | |
|-------------------|---------|
| September 1, 2004 | \$1,692 |
| September 1, 2005 | \$1,726 |
| September 1, 2006 | \$1,761 |
| February 1, 2007 | \$1,778 |
| September 1, 2007 | \$1,810 |
| February 1, 2008 | \$1,835 |

8.03 The government will provide additional funding of up to 0.5% above salary levels in each of September 1, 2006 and September 1, 2007 agreement years as follows:

- a. If the province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- b. If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

8.04 Post Graduate Degrees and Additional Educational Allowances

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

- (a) A holder of an approved master's degree except as excluded hereunder, following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive \$923.00 per annum
- (b) The holder of an approved Ph.D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificate or purposes, will receive \$1,600.00 per annum inclusive of the allowance for an approved Master's degree.
- (c) A holder of an approved Master's degree or a Master of Education degree, following a Canadian degree or its equivalent, where not more than one-third courses are being used for other certificates or purposes above the level of an undergraduate degree will receive \$425.00 per annum, effective January 1, 1975.

8.05 Pay Dates:

- (a) Each school year, each employee shall have the option to receive one of the following methods of payment:
 - (i) twenty (20) regular payments during the period September to June, deposited by the Board into an account designated by the employee and compatible with the Board's Payroll program.
 - (ii) twenty-four (24) payments to be made up as follows:
 - Advance pay on the first school day
 - Twenty payments during the school year
 - Three payments: July 15th, July 30th, August 15th – each payment to include one-third of the holdback.
- (b) If the employee opts to be paid by the method outlined in Article 8.05 (a) (i) of the Collective agreement, it is agreed that each regular payment will be subject to a hold back of 15% of the gross amount of the regular payment. An advance for the four-month period September to December based on 1.5% per month (6%) of gross annual salary will be paid on the first school day in August or September at the time the advance is run. A hold back for the six-month period January to June based on 1.5% per month (9%) of gross annual salary will be paid on the school day which is the last school day in June.

Note: Teachers hired subsequent to the commencement of the school year shall not be paid the advance payment nor shall the

teacher be subject to the holdback deduction applicable to the advance.

- (c) The pay dates for the school year shall be the 15th and 30th of each month or the immediately preceding business day if the 15th or 30th fall on a weekend or holiday.
- (d) Members requesting a change in pay schedule will make the request to the Human Resources Department no later than May 15th to be effective June 30th of the current school year.

ARTICLE IX - SENIORITY

- 9.01 In recognition of the discrepancies between the starting dates of the two amalgamating Boards for the school years 1992-1998, the date for first day worked will be adjusted for placement on the seniority list to be the same for both amalgamating Boards and other members of the bargaining unit would then be placed on the seniority list relative to the adjusted first day worked.
- 9.02 By January 31, the Employer shall, in conjunction with the Bargaining Unit, have developed a list of all Bargaining Unit members in order of their acquired seniority. The seniority list will be determined in accordance with the provisions of this Article and shall be used for the purposes of declaring surplus and redundant teachers only. The seniority list will record the teacher's qualifications and OSSTF category rating.
- 9.03 The seniority system will take effect the date of ratification of this Agreement or such earlier date as the parties may agree.
- 9.04
 - (a) Seniority shall be the length of continuous secondary teaching as a Bargaining Unit member with the Greater Essex County District School Board and the teacher's immediate predecessor Board with seniority accruing from the first day worked after last date of hire. Approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service.
 - (b) For the purpose of placing teachers on the seniority list, the seniority of those teachers who are on fractional timetables will be calculated as if they were working full-time.
 - (c) Teachers who taught credit courses in the Windsor Adult Day School program who were on Seniority List B in the 1994-1996 school year and who accept positions in the elementary or

secondary panels will have their seniority back-dated to September 1, 1996.

- 9.05 Separate seniority lists shall be established for teachers, night school teachers, and summer school teachers.
- 9.06 Lists shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior at the bottom.
- 9.07 Seniority lists shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than January 31, of each school year.
- 9.08 Errors in the calculation of a member's seniority shall be brought to the attention of the Employer by the member as soon as discovered, and if not brought to the Employer's attention within thirty (30) work days, at the time of discovery will be noted but not updated until the next year's seniority list is prepared.
- 9.09 Bargaining Unit members who commenced teaching on or after January 1, 1998 shall be added to the seniority list based on their first day of work subject to 9.04(c).
- 9.10 Should a tie in rank ordering occur, the tie will be broken by a lot conducted by the Bargaining Unit.
- 9.11 The seniority rights of a secondary school teacher shall cease for any one of the following reasons:
 - (a) a secondary school teacher resigns,
 - (b) a secondary school teacher retires,
 - (c) a secondary school teacher is discharged and such discharge is not reversed through grievance/arbitration procedures;
 - (d) a secondary school teacher is not recalled subsequent to being declared redundant in accordance with Section 12.05 (a)
 - (e) a recalled secondary school teacher refuses a fractional or full-time position equivalent to the position which they previously held, unless a reason is given which is satisfactory to the Superintendent of Schools upon consultation with the Bargaining Unit President;
 - (f) a teacher's contract is terminated with severance pay.

ARTICLE X - STAFFING PROCEDURES

10.01 District Staffing Committee

- (a) The Board shall establish a District Staffing Committee (D.S.C.) by January 15 and maintain such committee from year to year to implement the staffing requirements of the secondary system as per Article XI and to allocate the system's "minimum eligible course obligations" for classroom teachers and the FTE Guidance and Library teachers to each secondary school. The Committee shall remain active throughout the staffing process as outlined within Article X of the Collective Agreement.
- (b) The District Staffing Committee shall be comprised of equal representation, up to four Union representatives and up to four Board representatives.
- (c) The Committee shall meet prior to April 15 to examine and discuss the projected enrolment provided by the appropriate Superintendent, as of October 31 of each school year. To enable the D.S.C. to perform such functions, the appropriate Superintendent shall furnish to the D.S.C.:
 - (i) Data on projected enrolment furnished by each Principal
 - (ii) Historical enrolment statistics as published by the Board or other sources
 - (iii) Option tally sheets by school and department
 - (iv) Such other information or data which the D.S.C. or its Co-chairpersons may request and is readily available.

Whenever possible, all materials will be provided at least 48 hours prior to the meeting at which it will be discussed. As soon as feasible after the funding information has been made available to the Board, the District Staffing Committee will meet to determine the projected allocation of teachers to schools and to set a calendar of dates required to implement round one staffing.

- (d) The District Staffing Committee may request the attendance of resource personnel who are employees of the Board.
- (e) The District Staffing Committee shall meet prior to September 15th to ensure that 100% of staff is allocated to the schools.

- (f) Any disagreement of the in-school committee shall be referred to the District Staffing Committee. The District Staffing Committee shall report their decision to the appropriate Superintendent for implementation.
- (g) The Committee will review the method of staffing the schools during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies.
- (h) In the event a decision is not reached by the District Staffing Committee on any matter, the appropriate Superintendent shall make a decision. The Union reserves the right to grieve any alleged violations of the Collective Agreement.

10.02 School Staffing Committee

- (a) A School Staffing Committee (S.S.C.) shall be established in each school by February 1st and maintained from year to year in each secondary school with the view to working collaboratively to make a mutually satisfactory joint determination for staffing assignments within each school. The School Staffing Committee shall be comprised of the Principal and the Vice-Principal(s), OSSTF Branch President or designate from the Branch Executive, the CBC Representative and 3 to 5 members annually elected by the staff. The S.S.C. shall be co-chaired by the Principal and the Branch President. All School Staffing Committee meetings shall be scheduled at a time and location mutually satisfactory to the co-chairs. In the event that a mutually satisfactory time and location cannot be agreed to, the time and location will be determined by the Superintendent and Bargaining Unit President. The S.S.C. shall remain active throughout the staffing process as outlined within Article X of the Collective Agreement.
- (b) All documents pertaining to staffing, including but not exclusive to, option tally sheets, transfer requests and preference sheets, shall be made available, on request, to the S.S.C. at the beginning of the staffing process. It shall be the responsibility of the S.S.C. to receive a preliminary staffing assignment from the Principal and to evaluate the same with the view to making a mutually satisfactory joint determination for staffing assignments within each school.
- (c) The Committee shall review the allocation to the school by the District Staffing Committee of the secondary system's "minimum eligible course obligations" for classroom teachers, including non-credit Special Education and ESL teachers, and Guidance and

Library teachers for the school year and will provide feedback to the District Staffing Committee.

- (d) The principal determines the distribution of sections allocated within the school based on student option sheets and program requirements in consultation with Department Heads and the School Staffing Committee.
 - (e) The Committee will determine the assignment of staff within the school upon being allocated staff by the District Staffing Committee. The Committee will provide input to the Principal with respect to the allocation of the school's "minimum eligible course obligations" to each classroom teacher, consistent with the program requirements of the school. The Committee may consult the Department Heads prior to determining the assignments of staff within the school.
- 10.03 (a) Teachers will be assigned a full timetable in accordance with their major subject area qualifications and in accordance with seniority. Teachers on a LP who have not yet begun a teacher certification program at a University will be placed on the surplus list and staffed, as needed, during the second round of staffing.
- (b) Teachers who hold major qualifications to teach in more than one subject area and who indicate a preference shall be placed in the subject area(s) of their preference and in accordance with seniority for a minimum of four (4) courses of their timetable. Lacking 4 courses in the preferred subject the teacher may either accept the remaining courses, if any, in his/her preferred subject combined with other courses for which the teacher has major qualifications to make a full timetable, declare himself/herself surplus or accept a timetable as outlined in 10.03(c), if applicable.
 - (c) Lacking a full assignment in a major(s) area, teachers will be assigned, with the teacher's consent, a minimum of four courses of their timetable in a major(s) area with the remainder of the timetable being assigned in their minor teaching areas.
 - (i) such timetables shall be made only to accommodate teachers who cannot fully be time tabled in their major subject area(s).
 - (ii) a full timetable in a major subject area shall not be split in order to accommodate a timetable as outlined in Article 10.03 (c)

- 10.04 (a) Lacking a full assignment in major(s) or minor(s) as outlined in 10.03 (a), (b) and (c), a teacher shall be declared surplus to the school. Should there be more teachers eligible to teach in a subject area than the school program requires, the teacher(s) in the subject area(s) with the lowest seniority will be declared surplus.
- (b) Notwithstanding 10.04(a), the areas identified in section 14.05 will be staffed at the school level exclusively by teachers appointed to those areas under the same section in accordance with seniority.
- 10.05 (a) Once a joint tentative staffing arrangement has been reached and signed by the Co-chairs, but prior to it being posted, the Co-chairs shall personally notify those teachers who are tentatively surplus and each teacher shall receive an explanation of how they were declared surplus and be given a copy of the tentative assignments for the entire staff.
- (b) Any member affected by the decision of the S.S.C. may appeal to the S.S.C. Surplus teachers who have their appeal denied by the S.S.C. shall have the right to appeal to the D.S.C.
- (c) Final determination for staffing assignments within each school shall not be made until the joint tentative staffing arrangements has been posted in the school and teachers have been given two (2) full school days to lodge an appeal as provided for under subsection 10.05 (b). If a new tentative staffing assignment is created, as a result of appeals, it will be posted in the school and teachers will be given two (2) full school days to lodge an appeal. If new appeals are launched after the revised tentative staffing assignment has been posted, the staffing assignment will be forwarded to the D.S.C. for resolution.
- (d) If a teachers appeal under subsection 10.05(b) has been rejected and after the Principal and the S.S.C. have made a final determination for staffing assignments within the school, the teacher shall have two (2) full school days to notify the Superintendent of his/her desire to appeal the staffing assignment to the D.S.C.
- (e) In order to be assigned to teach three or more periods of a timetable in Guidance, LST, Adapted Basic, PASS, Directions, Expanded Arts, Community Living, ESL or agency schools, a teacher must have received an appointment for a three year term which will still be in effect for the next school year.

- (f) Prior to the staffing procedures, teachers shall have the opportunity to declare their interest to move from full time to part time or from part time to full time for the following school year. The deadline for informing the Superintendent responsible for staffing will be established by the Superintendent in consultation with the District Staffing Committee.
 - (g) If a mutually agreeable joint staffing agreement is achieved at a school, the Principal shall provide copy of agreement to the Branch President at the time of the agreement is signed by both parties.
- 10.06 If there is not a tentative joint determination between the principal and the S.S.C. regarding staffing assignments, no posting of the assignment shall be made. The Principal and the S.S.C. shall make a further attempt at a solution after 24 hours. Should a mutually satisfactory joint staffing determination not be achieved, the disagreement shall be submitted to the D.S.C. for resolution.
- 10.07 (a) Declaration forms will be completed by a date established by the Superintendent responsible for staffing after consultation with the District Staffing Committee.
- (b) Each school will be provided with an updated staff list that includes current staff, members returning from a leave of absence and going on a leave of absence, teachers who declared for a particular school, and teachers on LTD.
 - (c) Teachers may refuse an assignment in which they have not taught for more than ten years or who cannot teach a particular subject area for documented health reasons and declare themselves surplus.
- 10.08 In the event that a non-basic level secondary school is scheduled to close, the following procedures shall be followed:
- (a) The D.S.C. shall consider the number of students from the closing school enrolling in each receiving secondary school as a percentage of the total number of students from the closing school who are remaining in the system.
 - (b) For staffing purposes, the allocation of the staff of the closing school shall be such that teachers of the closing school will be allocated to the receiving secondary schools in the same proportion as the students as calculated in Subsection 10.08 (a) above.

- (c) The teachers of the closing school will indicate the receiving school of their preference to the appropriate Superintendent. The appropriate Superintendent will then, in consultation with the Bargaining Unit, distribute the teachers in the various schools.

10.09 In the event of the closure of a basic level secondary school, the following staffing procedures shall apply:

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

ARTICLE XI - STAFFING

11.01 The FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of overall secondary school classes in the aggregate of 22:1 based on the average daily enrolment and with a maximum teacher workload of 6.0 credits.

11.02 Funds generated by the funding formula for classroom instruction, preparation time, library and guidance and special education cannot be allocated outside of the OSSTF District 9 Teachers' Bargaining Unit.

11.03 Positions of Added Responsibility

- (a) Consultant positions are four (4) year term positions. Should restructuring result in a teacher losing his/her Consultant position, prior to the end of the term appointment the Consultant will maintain the Consultant allowance for a maximum of two years or to the end of the term appointment, whichever comes first and will be offered:
 - (i) a vacant headship, if the teacher was formerly a head in a subject area for which he/she holds the appropriate qualifications. If no such headship is available, he/she will maintain recall rights to the first available headship, for which he/she holds appropriate qualifications, for two years.

In the event the teacher turns down a headship offer, he/she will forfeit his/her recall rights and allowance.

- (ii) a return to the same school assigned prior to becoming a Consultant, subject to staffing procedures.
- (b) All secondary schools, except Century and Western will be allocated a minimum of six (6) Department Heads in the following areas: English, Guidance, Mathematics, Physical Education, Science, Social Science (which may contain one or a combination of History, Geography and/or Family Studies).
- (c) Technical Departments shall receive a Major Headship with 18 or more sections.
- (d) Business Studies shall receive a Major Headship with 25 or more sections.
- (e) English as a Second Language shall receive a Major Department Headship with 13 or more sections.
- (f) Community Living program shall have a Major Department Head.
- (g) PASS shall have a Major Department Head.
- (h) WCCA shall have a Major Department Head where there are 13 sections or more.
- (i) A Major Department Headships shall be allocated to any subject area not already identified, where there are more than 30 sections.
- (j) A Major Headship shall be allocated when two or more subject areas are joined together containing more than 20 sections and less than 40 sections.
- (k) In the case of a subject area that has not been combined to create a Major Department as in (j) above, a Minor Department Head will be assigned where there are more than 11 sections.
- (l) (i) Century and Western will be allocated Major Dept. Heads in Adapted Basic, Pure and Applied Science, Guidance, Physical Education and Student Activities. English and Social Sciences will be one department with a Major and a Minor Department Head. Technical Studies will have a Major and two Minor Department Heads.

- (ii) An additional Minor Headship shall be assigned to the Adaptive Basic program where it exceeds 50 sections.
- 11.04 (a) A Major Department Head shall hold a specialist or honour specialist qualification in one of the subjects taught in that organizational unit, and have five (5) years teaching experience.
- (b) A Major Department Head shall hold a special education specialist to be appointed to either an Adapted Basic Program or Community Living Program, and have five (5) years teaching experience
 - (c) A Major Department Head of Technical Studies shall hold an honours technical specialist qualification.
 - (d) A Minor Department Head shall hold a specialist or honour specialist qualification in one of the subjects taught in that organizational unit, and have five (5) years teaching experience.
 - (e) A Minor Department Head shall hold a special education specialist to be appointed to either an Adapted Basic Program or Community Living Program, and have five (5) years teaching experience.
 - (f) A Minor Department Head of Technical Studies shall hold an honours technical specialist qualification.
 - (g) The experience requirement in 11.04 (a), (b), (d) and (e) will be reduced to four (4) years effective September 1, 2006 and further reduced to three (3) years effective September 1, 2007.
- 11.05(a) Where there are more major department heads in the secondary system than will be required to operate programs in the schools, the department head being displaced shall have the opportunity to bump into the head's position with the least seniority in a position of added responsibility, where the appropriate qualifications are held, in the same department.
- (b) Where there are more minor department heads in the secondary school system than will be required to operate the programs in the schools, the department head being displaced shall have the opportunity to bump into the minor department head's position with the least seniority in a position of added responsibility, where appropriate qualifications are held, in the same department.
 - (c) Any department head choosing not to bump into the lowest seniority position as outlined in 11.05 (b) above, shall have the

option to be placed on a recall list or forfeit their department headship.

- (d) Where there is a tie in seniority for department heads the tie will be broken by applying the rules of Article IX - Seniority.
- (e) Any teacher whose headship becomes redundant due to the process outlined in 11.05 (a) or (b) will continue to receive his/her headship allowance for two years. He/She will be placed on a recall list for up to two years. While on recall, he/she will be offered the first available headship for which he/she is qualified. Accepting the offer will not negatively impact his/her allowance. Declining the offer will forfeit the allowance and the right of recall.

11.06 (a) A posting for a position of responsibility must

- (i) indicate the schools and subject areas of the vacant positions. Successful applicants may be assigned to a different school than the one(s) identified in the posting.
 - (ii) be posted for a duration of ten (10) school days.
- (b) The effective date of the appointment will be determined by the appropriate superintendent or by the superintendent responsible for staffing, but no later than the commencement of the following semester.
 - (c) Where a position of responsibility becomes vacant subsequent to the first round of staffing and where filling such a vacancy from the list of qualified candidates would result in a Member at the school becoming surplus to that school, the Member shall have the right to a vacant position with a timetable for which they hold major qualifications or choose to bump the least senior teacher in the system in a timetable for which the Member holds major qualifications.
 - (d) All candidates meeting the requirements outlined in the posting will be granted an interview. In the event that an applicant is found not suitable for the position, the Director of Education or designate shall, at the request of the applicant, meet with the applicant and provide appropriate feedback.
 - (e) In the event that no candidate is found suitable for the position the Board may post for an acting department head or appoint from the incumbent staff, with mutual consent, an acting head for one school year.

- (f) Acting heads appointed by the Board shall receive, with the exception of staffing protection in the first round, all of the rights and privileges as outlined in the collective agreement for Major and Minor Heads including remuneration.
 - (g) An acting head shall be appointed by the Board to assume the duties of a person in a position of responsibility who will be unable to fulfill their duties, due to absence, for 20 days or more. In the event that there is advance notice of this absence, the duties shall be assigned from the onset of the absence or at the earliest notification prior to 20 days.
 - (h) In the event that a department contains both a major and a minor department head and the major department head is the person who will be absent, the minor department head with the greatest seniority in a position of added responsibility shall be appointed by mutual consent to act as the major department head and the temporary replacement shall be found for the minor department head position as outlined in 11.08 (e) and (f).
- 11.07 (a) In cases where the sections in a Major subject area(s) allocated for the following school year fall below the minimum for a Major Department, the Major Department Head will continue to receive the allowance for that school year. If the subject area(s) qualifies for a Minor Head for a subsequent school year, the department will have a Minor Head and the Minor Head allowance will be given. The incumbent major head may choose to bump as per article 11.05 (a) or choose to assume the minor headship.
- (b) In cases where the sections in a Minor subject area allocated for the following school year increase to that of a Major subject area, the Department Head will receive the allowance for a Major subject area, but the position will continue to be a Minor Head for that school year. If the subject area qualifies for a Major Head the subsequent school year, the department will have a Major Headship and the position shall be posted as per article 11.06.

ARTICLE XII -SURPLUS/REDUNDANCY/RECALL

- 12.01 Should there be more teachers eligible to teach in a subject area(s), according to Section 10.04, than the school program requires, the teachers in that subject area(s) with the lowest seniority on the seniority list will be declared surplus. However, where the lowest seniority teacher holds a position of responsibility, he/she will not be declared surplus.

- 12.02 (a) When there are teachers declared surplus to a school, in accordance with this Article, the Supervisory Staffing Committee shall assign these teachers to a school based on their subject area qualifications and seniority to assume a vacancy or a timetable for which the teacher is qualified held by a teacher or a teacher in a PAR position, or 3 year term who has the least seniority in the system.
- (b) Following the staffing of 12.02 (a) the remaining teachers shall be placed by the appropriate Superintendent, after consultation with the Union, to a vacancy or unfilled position provided that the teacher has major or minor qualifications for the majority of the sections in the vacancy or unfilled position. Where the qualifications are relatively equal seniority will prevail with respect to filling vacancies or unfilled positions under this section.
- (c) The remaining timetables will be posted as vacancies.

12.03 Where there are more permanent teachers in the secondary school system than will be required to operate programs in the schools, the teachers not required and not relocated according to the provisions of this Article will be declared redundant. A teacher who has been declared redundant shall be entitled at his/her option to one of the following:

- (a) termination of employment with the right of recall in the order of seniority, subject to the teachers being qualified to teach in the subject area in which an unfilled position occurs. Recall rights shall be applicable to part-time as well as full-time timetables.
- (b) The amount of severance pay shall be calculated on the basis of annual salary at the time of redundancy as follows:

| Continuous Experience with the Board | Severance Pay |
|--|---------------|
| 1 year | 0% |
| 2 years | 10% |
| 3 years | 15% |
| and 5% for each additional year to a maximum of 50%. | |

- (i) The actual payment of severance pay will take place by September 30.
- (ii) A teacher who opts for severance pay loses all rights under the Agreement, with the exception of the right to severance pay, with their employment relationship with the Board

considered terminated at the end of the school year or the date the request for severance is approved by the Board, whichever is later.

- (c) termination of employment where he/she is not entitled to credit by another board of education as provided in Subsection 12.03 (a) with severance pay at the time of termination of employment plus one-quarter (1/4) of the number of days standing to his/her credit in the Board's sick leave plan, subject to any statutory limitation;
- (d) This section is applicable to teachers with more than two years of service. A special leave of absence for the purpose of retraining to qualify for another teaching position with the board with the term of the period of absence and retraining to be agreed upon by the teacher and the Board, the Board taking into consideration the welfare of the teacher, the facilities available for retraining through the Government of Canada, province of Ontario, O.T.F. and the Board. The Board will pay the teacher's benefits as provided in Article XV and tuition fees. In addition, the Board shall pay the teacher an amount equivalent to 30% of his/her salary for the year preceding the commencement of the leave providing such payments do not reduce any amounts that may be available from other sources for such retraining. The right of recall in accordance with Subsection 12.03 (e) shall be available subsequent to retraining;
- (e) Assignment to a supernumerary pool in order of seniority subject to an opening in the pool.
- (f) Consideration shall be given to assignment to the Elementary Panel subject to an opening for which they are qualified and in order of seniority. In the event that a redundant teacher is assigned to the elementary panel recall will be as follows:
 - 1. Once recalled to a vacancy in the secondary panel, excluding the supernumerary pool, during the year in which a redundant teacher teaches in elementary, consideration will be given, in consultation with the union, to transferring the teacher subject to:
 - (i) The availability of elementary teachers to assume the assignment.
 - (ii) Program requirements of the elementary panel; and
 - (iii) The timing of the vacancy in the secondary panel.

2. If the transfer is not effected immediately, an occasional teacher will be placed in the secondary panel until the transfer is effected or to the end of the school year, whichever comes first. If the redundant teacher is not transferred during the school year, the teacher will be placed in that vacancy for staffing purposes for the next year.

12.04 Supernumerary Pool

Teachers who commence employment with the Board subsequent to September 30th, and who therefore have not completed their probationary period by June 30th, shall not be considered for assignment to the Supernumerary Pool outlined below.

- (a) If there are surplus teachers for whom no position is available and/or teachers on the Recall List, a permanent Supernumerary Pool of up to ten (10) full-time teachers will be created for the next school year with placement in the pool determined in order of seniority. While occupying a position in the Supernumerary pool, the teacher is considered on notice of transfer and may be placed where needed in schools within the system.
- (b) A surplus teacher refusing a position in the permanent Supernumerary Pool shall be declared redundant and placed on the Recall List.
- (c) When vacancies are filled from the pool, redundant teachers shall be recalled to the pool in order of seniority.
- (d) The Supernumerary Pool teachers may be assigned duties that include the following or a combination of the following:
 - (i) Occasional Teaching
 - (ii) Other educational assignments appropriate to a qualified teacher.
- (e) Supernumerary Pool teachers will receive full salary and insured benefits.
- (f) A Supernumerary Pool Teacher who is assigned on a regular basis to teach in more than one school on the same day shall receive a mileage allowance reflecting the mileage traveled between each school for each day the teacher is assigned to teach in both schools.

- 12.05 (a) The right of recall shall apply to permanent as well as probationary teachers and shall extend for five years from declaration of redundancy at the date when the teacher became redundant. Such right of recall shall extend to a further five years provided a teacher submits evidence satisfactory to the Board that he/she has taken refresher courses or has otherwise kept up with the teaching profession. Such teacher's seniority shall continue to accumulate in accordance with the provisions of Article IX. If no position is found within the five or ten years, the teacher's employment will be terminated excluding any provisions of the Agreement.
- (b) The Board shall maintain, publish and post a recall list of redundant teachers in order of most senior teacher to least senior teacher. The list shall contain the teachers' subject areas of qualifications.
- (c) Redundant teachers must notify the appropriate Superintendent by registered letter no later than March 1 of each year that they wish to remain on the recall list for the following school year.
- (d) Teachers on the recall list shall be responsible for informing the Board and District 9 of any new areas of qualification and of any change of address.
- (e) The Board shall notify teachers being recalled in writing by registered mail and such teachers shall notify the Board of acceptance no later than 14 days after receipt of recall notice. A teacher, unable to notify the Board of acceptance within 14 days due to injury, illness or other reason deemed acceptable by the appropriate Superintendent shall not lose future recall rights.
- (f) Teachers will be recalled to the Supernumerary Pool in order of seniority when there is an opening.
- (g) A teacher has the right to refuse recall to a position offered by the Board based on travel, geographical considerations, without prejudice to the teacher's recall rights.
- (h) Teachers on the recall list will be entitled to continue to be enrolled in the benefit plans in which they were enrolled immediately prior to being declared redundant with the employee paying 100% of the premiums.
- 12.06 A teacher may elect to refuse to displace another teacher and be placed on the recall list or Supernumerary Pool if a position is open.

12.07 A teacher on probation or a permanent teacher whose employment is terminate due to redundancy shall receive a letter form the Board stating redundancy as the reason for termination.

12.08 Termination of Employment

- (a) A teacher shall notify the board of his/her intention to resign by:
 - October 1 to resign effective November 30 or
 - November 1 to resign effective December 31 or January 31 or
 - February 1 to resign effective April 30 or
 - April 1 to resign effective June 30 or August 31.
- (b) Any vacancy created by an April 30th retirement will be filled for the remainder of the year by a long term occasional teacher.
- (c) Nothing herein prevents an employee and the Employer from mutually agreeing to the employee's resignation at any time.
- (d) The Employer and an employee who is a night school or summer school continuing education teacher shall give written notice to the other of not less than two weeks should either wish to terminate the employee's employment:
 - (i) before the last day of the course(s) being taught by the employee; or
 - (ii) provided that fewer than two weeks are to elapse before the start time of the course.

ARTICLE XIII - VOLUNTARY TRANSFERS

- 13.01 (a) Bargaining unit members who wish to be considered for transfer to another secondary school must inform the appropriate Superintendent in writing not later than March 1 in the school year immediately prior to the school year for which the transfer shall be effective. The application may specify a school or schools.
- (b) Applications for transfer will be considered by the Superintendent prior to and during the staffing process.
- (c) Notwithstanding Subsection 13.01 (b), no member will be given a transfer if that transfer would result in a teacher, who otherwise would have a position, becoming surplus.

13.02 All such requests as per 13.01 (a) shall remain on file until staffing process is completed with the Superintendent or until the member requests otherwise in writing, with a copy to the Union President, whichever occurs first.

ARTICLE XIV - VACANCIES - INTERNAL POSTINGS AND EXTERNAL HIRING

- 14.01 (a) A vacancy, other than a vacancy in a position of responsibility or in programs listed in Article 14.05, which becomes effective after the staffing is complete in the fall, provided that at least one full term or one full semester remains in the school year, shall be posted in each school as soon as reasonably possible
- (b) Any teacher employed in the regular day school program may apply for the vacancy.
- (c) The appropriate Superintendent or designate shall fill the vacancy and determine the effective date of appointment to be no later than the beginning of the next semester in the semestered schools. This applies to both semester and traditional schools.
- 14.02 An application for a vacant position by a teacher on staff will be considered a commitment to accept the position except in the event that subsequent to the date of the application:
- (a) a position becomes available in the teacher's present school for which he/she is qualified and the teacher elects to remain in his/her present school; or
- (b) a position becomes available which is more directly related to the teacher's experience and qualifications and the teacher elects to apply for this position; or
- (c) the teacher and the Superintendent mutually agree that the application will be withdrawn or altered.
- 14.03 Only first round vacancies need be posted.
- 14.04 Should a vacancy still remain unfilled, the Board may take such steps as it considers necessary to fill such position. Notwithstanding anything herein to the contrary, at no time shall the Board hire personnel from outside the system or place a principal or vice-principal in a teaching position while there are redundant teachers on recall who are qualified to fill the vacancy.

- 14.05 (a) Teachers in Guidance, L.S.T., Adapted Basic, P.A.S.S., Directions, Expanded Arts, E.S.L., Community Living, and Section 19 Classes, shall be interviewed by a team led by a Supervisory Officer and appointed for a term of three (3) years where there is a timetable of at least three or more sections in that area. Teachers whose terms have expired may reapply. Notwithstanding the above, these teachers are subject to being redundant according to Article XII.
- (b) Only those teachers who have at least three or more sections in these areas shall be appointed to a three year term. If no such person is available in the school to be given that assignment, the position will be left vacant and then posted as part of the normal staffing process. A three year term will be offered to the successful applicant to the posting or to a teacher who is placed into the vacancy provided the teacher holds the necessary qualifications for the position.
- (c) Qualifications for the 3 year terms are as follows:
- (i) Applicants for the Community Living Program will require either:
 - a Certificate in teaching Trainable Retarded children (or current Ministry designation)
 - Qualifications on College of Teachers Record Card for trainable retarded
 - Special Ed. Part 2
 - (ii) Adapted Basic Program, Agency Schools (Section 19)
 - Special Ed. Part 2
 - (iii) Public Alternative Secondary School, Directions
 - Major Subject area qualifications in at least one of English, History, Geography, Math or Science.
 - (iv) English as a Second Language
 - E.S.L. Part 2
 - (v) Visual Arts, Dramatic Arts, Vocal Music (WCCA)
 - Major Subject area qualifications
 - (vi) Expanded Arts Program Dance (WCCA) will require either:
 - Recognized Dance Instruction Certification
 - Part 1, Ministry Course
 - (vii) Expanded Arts Program Advanced Piano-Keyboard (WCCA)
 - Major Subject area qualifications with a Piano Major

- (viii) Guidance
-Guidance Part 2

ARTICLE XV - EMPLOYEE BENEFITS

15.01 Cumulative Sick Leave Credit System

- (a) A teacher transferring from another system shall begin his or her service with the Board with the cumulative sick leave credit from other systems.
- (b) Teachers shall be granted twenty (20) days sick leave credit on September 1 of each school year.
- (c) Sick leave credits shall accumulate from year to year to a maximum of 250 days. A teacher may accumulate additional days in the amount of 50% of the unused portion in any school year.
- (d) Accumulation for part-time teachers shall be on a pro-rata basis.
- (e) A deduction shall be made in cumulative sick leave credits amounting to the number of days which a teacher is absent through illness and for which that teacher is paid, in any year, which is in excess of twenty (20).
- (f) All years of service with the Board and its predecessor Board(s), except during leave of absence and sabbatical leave, will be included when calculating the cumulative sick leave credit of a teacher.
- (g) In a situation of a school closure, no member will lose pay or sick leave credits.

15.02 Retirement Allowance at Time of Retirement with Pension or Death

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

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

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

A - Cumulative sick leave at superannuation or death.

B - Years of service with the Board or its predecessor(s). Fractional years shall be counted as full years for this calculation effective September 2001.

C - Annual salary at superannuation or death except for teachers on an indefinite leave of absence as provided for in Subsection 15.02 (d). For full-time teachers who in the last five (5) years of service choose to be employed on a fractional timetable basis, the retirement allowance shall be based on the annualized rate of salary. Effective September 1, 1988 and for the purpose of calculating the retirement gratuity, the annual salary shall not exceed the salary of a teacher when he/she is eligible for a 70% pension (35 years).

- (c) An employee at retirement has the option of receiving payment of the retirement gratuity in the year of retirement or split between the year of retirement and the following calendar year.
- (d) The retirement gratuity of teachers on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board.
- (e) Teachers who meet the collective agreement definition for retirement and are in the last calendar year within which they are eligible for the commuted value of their pension, and take the commuted value of their pension, are deemed upon their retirement to be retired with pension and are eligible for their retirement gratuity in accordance with Article 15.02 of the collective agreement.

15.03 Hospital and Medical Insurance Plans

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above Ontario Health and/or the Workplace Safety Insurance Plan.

- (b) The Board will pay the full premium cost of:
an extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family;
- (c) The Board will pay 90% of the premium costs of:
a generic prescription plan for employees and their dependents. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs. The dispensing fee will be capped at \$6.50 per prescription.

15.04 Group Life Insurance Plan

- (a) The Board will pay the full premium cost of a group life insurance plan which provides term coverage (for each teacher) equivalent to two times the teacher's salary not to be less than \$95,000.
- (b) Optional group life insurance will be offered to the teachers at their expense. The maximum optional group life insurance will be \$250,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier.
- (c) In the event of a teacher becoming totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement whichever comes earlier.
- (d) Optional dependents life insurance will be offered to the teachers at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

15.05 Dental Plan

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

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

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

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

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

- (c) The Board will pay 100% of the premium cost for orthodontics for dependents up to age 18 (50% coinsurance to a lifetime maximum of \$2,500.)

15.06 Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. Effective September 1, 2005, the plan will pay a maximum of \$250.00, effective September 1, 2006, \$275.00, effective September 1, 2007 \$300.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses, laser surgery, eye exams or any combination thereof. The full benefit is available at two year intervals to commence from the date of the most recent purchase made under the vision care plan.

- 15.07 While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave in accordance with Section 15.13 or XIX, the Board will continue to pay the portion of the premiums of the benefits outlined in Sections 15.03, 15.04, 15.05 and 15.06.

- 15.08 Within sixty (60) days of the signing of this Agreement, or as soon thereafter as possible, District 9 will be provided with copies of all insurance policies negotiated between the Board and carrier related to employee benefits provided for in Article XV.

15.09 Retirement Benefits

- a. Effective the date of ratification, teachers who retire prior to the age of 65 and their spouses, will have the option to participate, until the age of 65, in the Extended Health, Dental and Vision benefits provided for active teachers. The provision of such benefits will be at no cost to the Board. The premiums will be established by the insurance carrier based on the claims cost experience of the retired teachers. As an estimate for the first year the premiums will be set at the active members' rate plus 10%. These premiums will be adjusted annually to reflect any surplus or deficit in the prior year with respect to actual claim cost versus the estimated premiums paid by the retired teachers.

Annually, the parties shall meet to review membership in the retiree benefit plan and data regarding experience for the past year.

- b. To maintain participation and coverage under the Agreement, the retired teacher must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired teacher shall supply the Board with a void cheque from his/her bank account. Deductions will be made from the teacher's account on the first banking day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.
- c. The following conditions will apply for retired teachers to be enrolled in benefits identified above.
 - (i) The teacher must elect to retain coverage within 31 days of retirement date otherwise coverage shall be cancelled.
 - (ii) If the teacher withdraws from coverage at any time prior to age 65, the teacher shall be in-eligible to re-enroll in the coverage.

15.10 The spouse of a deceased teacher may retain membership in the group benefit plans to which the teacher belonged at the time of death. The spouse may retain such membership until such time as he/she attains the age of 65 years and shall pay the full premium cost to maintain such participation under the group contracts.

15.11 The benefits provided in Sections 15.03 to 15.06 shall be in accordance with those stipulated in the respective insurance policies.

15.12 If a teacher is absent from work for more than a full school year because of illness, accident or injury, he/she shall continue to accumulate seniority during that absence but shall not accumulate credit for service, experience or sick leave. Such a teacher will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the teacher proves satisfactorily to the Board that he/she is able to return to work or until the teacher is superannuated.

15.13 Long Term Disability

- (a) The Board shall administer payroll deductions for the Long Term Disability plan established by the Bargaining Unit.
- (b) Participation in the plan shall be a condition of employment for all employees currently participating in the plan and any newly hired employees as long as the member is eligible to receive benefits from such an LTD plan.
- (c) Employees will pay the full premium of the LTD plan. Employees may withdraw from the plan for the period, length of which is the waiting period, prior to the confirmed retirement date or the date when the employee qualifies for an unreduced pension.
- (d) A teacher on sick leave shall be required to apply for Long Term Disability benefits and shall not be allowed to use sick leave credits other than for the waiting period, not to exceed 6 calendar months, in respect of the same illness if he or she is approved for LTD benefits. If a teacher who is a member of the LTD plan is denied LTD benefits but is unable to return to teaching, he/she may use sick leave credits beyond the waiting period until he or she has completed the school year in which he or she reaches age 65 or is eligible for a minimum pension of 66% whichever comes first.

Notwithstanding the above, a teacher who is not eligible to be a member of the LTD plan, will not be allowed to use sick leave credits for illness beyond 6 calendar months.

- (e) A teacher receiving benefits through the Workplace Safety and Insurance Act for permanent disability will be required to apply for LTD benefits for the purpose of top-up only and if eligible would not use sick leave credits for top-up.

15.14 All members shall be entitled to full coordination of benefits.

15.15 The Board agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under the existing policy. In

case of change in carrier, the Board shall provide the Union with copies of all new Master Policies.

ARTICLE XVI - PREGNANCY/ADOPTION/PARENTAL LEAVE

- 16.01 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- (b) In order to facilitate their replacement, teachers are encouraged to inform the Superintendent responsible for staffing, in writing, of the expected commencement of their pregnancy/adoption/parental leave at their earliest convenience.
- (c) The Board will provide, when requested, records of employment for pregnancy/adoption/parental leaves.
- (d) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.
- (e) (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the teacher and the appropriate Superintendent. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent upon a request by a teacher, such leave to terminate on a date mutually agreed by the teacher and appropriate Superintendent by not to exceed beyond the end of the school year.
- (f) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (e) (i) or (ii) above.
- (g) A teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.

- (h) The Board shall provide for teachers on pregnancy/adoption/parental leave a supplementary unemployment benefits plan approved by the Canada Employment and Immigration Commission. For each week or the two week mandatory waiting period, the plan will pay a sum equal to 95% of the teacher's salary. Any waiting period that falls within the Christmas holiday, March break, or summer holiday will not be paid.
- (i) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Article IX.
- (j) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician except as specified in 16.01 (l).
- (k) The pregnancy/adoption/parental leave shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.
- (l)
 - (i) For pregnancy leaves only, the board will pay a top-up amount for a maximum eight (8) week period immediately following the birth of a child.
 - (ii) The top-up pay will be 95% of the regular wage for the two week waiting period and the difference between what an employee receives from the Employment Insurance (EI) and her regular wage for the remaining six (6) weeks.
 - (iii) To receive pay, the employee must forward to the Human Resources Department, proof of receipt of pay from EI. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.
 - (iv) The pay will not exceed the amounts specified in (ii) above.
 - (v) The eight (8) week period will include the two (2) week waiting period and furthermore is not in addition to the seventeen (17) week pregnancy leave maximum and thirty-five (35) week parental leave maximum.

- (vi) If not eligible for EI, the employee will be entitled to regular compensation from the employee's accrued sick leave bank for a maximum of six (6) weeks or the days accrued in their sick leave bank.

ARTICLE XVII - LEAVES OF ABSENCE

17.01 Teachers shall be entitled to short-term personal leave each work year without loss of salary, sick leave, benefits, experience or seniority, subject to the following limitation(s):

| LEAVE CATEGORY | LIMIT IN DAYS |
|--|--|
| 1. Serious illness of spouse, parent, step-parent child, step-child, brother, step-brother, sister, step-sister, mother or father-in-law, foster child or total dependent (Note: This section is invoked in emergency situations or serious illness and is confined to one day per illness. If circumstances require more than one day an application should be made under Article <u>17.02</u>) | 1 day per occurrence |
| 2. Death of those mentioned in (1) | 5 days per occurrence |
| 3. Death of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandchildren or grandparents | 3 days per occurrence |
| 4. Funeral of relative or friend not mentioned above | 1 day per occurrence |
| 5. Quarantine or other orders by health authorities | Period certified by health authorities |
| 6. (a) Court appearance and other tribunals if not a party to the action, but if summoned as a witness. | Period required by court |

| | |
|--|--|
| (b) Court appearance and other tribunals party to the action | 1 day per occurrence (additional days at cost of supply if used) |
| 7. Jury Duty | Period required by the court |
| 8. Adoption or birth of child | 2 days per occurrence |
| 9. Attending summer courses leading to a teaching certificate that commence prior to the end of the school year. | Period required by the faculty |
| 10. <u>Writing University or similar Examinations and attending one's own Graduation</u> | <u>One day per occurrence</u> |

Note: Additional time may be granted by the appropriate Manager of Human Resources when required for traveling.

17.02 Leaves shall be granted, by the Manager of Human Resources, up to a maximum of three (3) school days per year to attend to personal, legal or family emergencies that could not be conducted on other than school time. Such leave days shall be with the deduction of one sick leave credit per leave day.

17.03 A teacher shall make reasonable efforts to notify the Board in writing before taking leave in accordance with 17.01 and 17.02. Where an emergency prevents prior notification of the need for leave, a teacher shall notify the supervisor verbally as soon as possible of the leave which has been taken, and confirm the leave in writing to the supervisor.

17.04 Teachers shall be entitled to up to two (2) each year with the approval of the Principal. These days shall not be unreasonably withheld and shall not be used to extend any other type of leave, i.e. Christmas or March break, summer holiday and/or statutory holidays (Thanksgiving, Easter, Victoria Day weekends). Exceptions may be approved by the Manager of Human Resources. These days will be allowed without loss of salary, sick leave, benefits, experience, or seniority. The teacher's timetable shall not be covered internally by on calls and/or supervisions and the teacher shall reimburse the Board \$160.00 per leave day.

The teacher shall make such a request to the Principal at least five (5) school days in advance of the leave date. Exceptions to the notice period may be approved by the Principal.

17.05 Miscellaneous Leaves

Miscellaneous leave may be granted by the Manager of Human Resources to a teacher without loss of salary, sick leave, benefits, experience, or seniority but with the teacher assuming the cost of the occasional teacher if required and called to replace the teacher on leave. Such leaves shall be granted for the purpose of:

- (1) attending summer courses leading to a bona fide degree that commence prior to the end of the school year;
- (2) attending a university course required for admission to an Ontario College of Education;
- (3) attending meetings, conventions or other conferences of a political party or OSSTF;
- (4) attending a graduation of member of the immediate family.
- (5) special circumstances for reasons approved by the Manager of Human Resources

17.06 Leaves may also be granted or extended under this Article to accommodate special circumstances for reasons approved by the Manager of Human Resources.

17.07 Leave of Absence for Federation Duties

- (a) The Union may have at its discretion the number of full-time equivalent teachers relieved from teaching duties as is approved by the membership. The Union will reimburse the Board for salary, allowances and benefit costs that are applicable to the lowest paid teacher.
- (b) The Board shall excuse from teaching duties members of the Bargaining Unit Negotiation Committee, at no cost or loss to the individuals concerned, to attend negotiation sessions with the Board. The Union will reimburse the Board for any occasional teacher required and employed by the Board to cover the absence.
- (c) At the request of the Bargaining Unit President, the Board shall excuse from teaching duties, at no cost or loss to the individuals

concerned, members of the Bargaining Unit who must be absent during working hours to carry out Union related business provided the Union reimburses the Board for the cost of any replacement teacher required.

- (d) A teacher elected or appointed to a position with Provincial OSSTF shall be granted an unpaid leave of absence.

ARTICLE XVIII - LEAVES OF ABSENCE - EXTENDED

- 18.01 (a) Leaves of absence without pay for a period up to one year may be granted by the Board on the recommendation of the Superintendent responsible for staffing to a permanent teacher at the time the application is made. Such recommendation will be made by the Superintendent responsible for staffing provided the system is not adversely affected.
 - (b) A teacher shall apply in writing to the Superintendent responsible for staffing for a leave of absence without pay not later than October 15 for a leave of absence beginning January 31, in semestered schools, and not later than April 10 for a leave beginning September 1. Requests for other start dates will be considered by the Board in cases of emergency on compassionate grounds.
 - (c) A leave of absence granted by the Board may be extended for further periods provided the teacher's request for such an extension complies with the appropriate deadlines of Subsection 18.01 (b).
 - (d) If a teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision not later than May 31 for the following September and not later than November 30 for the following January.
 - (e) The teacher may at his/her expense maintain his/her employee benefits. The responsibility for making these arrangements rests with the teacher.
- 18.02 (a) Applications by full-time teachers to teach fractional timetables, e.g., a half timetable or one semester in a year, may be granted by the appropriate Superintendent, provided there are qualified teachers in

the system available to teach the remainder of the full timetable. Employee benefits will be paid in accordance with Subsection 6.01.

The Board agrees that applications made under this Section can be recognized as part of a position-sharing program.

- (b) For the purpose of placing teacher on the seniority list only, in accordance with seniority, the seniority of those teachers who are on fractional timetables will be calculated as if they were working full-time.
- (c) Written application of full-time teachers requesting fractional timetables must be submitted no later than October 15 for the semester commencing in February of the following year and no later than March 1 for the following school year.
- (d) Teachers requesting to return to full timetable teaching must apply in writing to the appropriate Superintendent no later than March 1 to be effective in the following school year. Such teachers will be treated as full-time teachers and the provision of Surplus/Redundancy Articles will apply in the same fashion as they do to other full-time teachers.

18.03 Deferred Salary Leave Plans

- (a) Those employees of the former Windsor Board of Education who have been accepted into the Windsor Board of Education Four Year Over Five Plan according to the terms and conditions of the most recent Collective Agreement between the Windsor Board of Education and OSSTF District 1, Windsor, shall have the terms of said Collective Agreement applied to their Deferred Salary Leave until all commitments and obligations have been completed.
- (b) Those employees of the former Essex County Board of Education who have been accepted into the Essex County Board of Education Deferred Salary Leave Plan according to the terms and conditions of the most recent Collective Agreement between the Essex County Board of Education and OSSTF 34, Essex, shall have the terms of said Collective Agreement applied to their Deferred Salary Leave until all commitments and obligations have been completed.
- (c) Any Bargaining Unit member who wishes to apply for a Deferred Salary Leave Plan after September 1, 1998, may do so under the terms of the Deferred Salary Leave Plan referred to in 18.04.

18.04 Deferred Salary Leave Plan

(a) Description

- (i) The Deferred Salary Leave Plan is an “X” over “Y” plan where “Y” is 5, 6 or 7 and “X” is one less than “Y”.

The plan has been developed to afford teachers the opportunity of taking a one (1) academic year leave of absence with pay by spreading “X” year’s salary payments over a continuous “Y” year period.

Example: One (1) academic year leave of absence with pay spreading over six (“X”) year’s salary payments over a continuous seven (“Y”) year period.

- (ii) A teacher wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

(b) Qualifications

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

(c) Application

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

(d) Salary Prior to the Year of Leave

- (i) During the years of the plan prior to taking the leave, a teacher will be paid **X over Y** of his/her proper grid salary and applicable allowances including COLA. The remaining **1 over Y** of annual salary and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.

- (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.
 - (iii) A teacher will be provided with an annual statement of his/her leave plan account each September; however, a teacher does not have access to or a right to the funds in the leave plan account until the year of leave or withdrawal from the leave plan.
- (e) Benefits During Participation in the Plan
- (i) The Board will pay 100% of its share of the teacher's employee benefit costs in the non-leave years of the plan.
 - (ii) Teachers will pay 100% of the employee benefit costs during the year of leave.
 - (iii) Employee benefits will be maintained by the Board during the leave of absence; however, such benefits shall be paid by the teacher through payroll deduction during the year of the leave.
- (f) The amount received by a teacher during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under the Income Tax Act, interest shall be accrued and reported for tax purposes annually.
- (g)
- (i) On return from leave, a teacher will be assigned to his/her same position (including position of responsibility), or if due to declining or changing enrolment patterns said position no longer exists, such teacher will be governed by the appropriate terms of this Agreement.
 - (ii) A teacher participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
 - (iii) Sick leave credits will not accumulate during the year spent on leave.
 - (iv) T.P.P. deductions are to be continued as provided by the Teachers' Pension Act. Thus the percentage rate stipulated in the Act will be deducted from the salary paid to a teacher during the leave of absence. (upon returning to full duties, a

teacher has, in accordance with the Act, the option of contributing the difference between the amount of superannuation deducted during the leave and the amount that would have been deducted had the teacher remained on staff and drawn full salary).

- (v) Should a teacher die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the teacher's beneficiary as indicated on the group life certificate.
 - (vi) No one will be granted leave under this plan who has been on sabbatical leave and has not fulfilled all of the requirements of his/her previous leave.
 - (vii) A teacher declared redundant while on the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days of withdrawal from the plan.
 - (viii) A teacher may withdraw from the plan any day prior to taking his/her leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the teacher within sixty (60) days of notification of his/her desire to leave the plan.
- (h)
- (i) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave to a maximum of one (1) year. In this instance, a teacher may choose to remain in the plan or he/she may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
 - (ii) The teacher may, at his/her discretion, defer the year of his/her leave for one (1) year. The Board will be notified in writing prior to April 1 of the year in which the leave was to occur.
 - (iii) Should deferral pursuant to Subsection 18.04 (a) (i) or (ii) result in a leave of absence being taken past the maximum number of years of the plan, a teacher will receive full salary, allowance and benefits during the maximum number of years of his/her participation in the plan and any monies

accumulated in the teacher's leave plan account by the end of the fourth year will continue to accumulate interest until the leave is taken. The amount received by the teacher during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under no circumstances shall the plan be extended beyond the maximum number of years.

- (i) No variations to the plan as outlined above will be entertained by the Board.

18.05 Compassionate Care Leave

Teachers are entitled to Compassionate Care Leave in accordance with the Employment Standards Act. "Compassionate Care Leave" means a leave taken for the purposes of caring for or supporting a family member who is gravely ill with a significant risk of death within twenty-six (26) weeks.

ARTICLE XIX - WORKPLACE SAFETY AND INSURANCE

- 19.01 (a) It is agreed that when a teacher is injured during the performance of his/her duties and is unable to perform such duties and receives approval for a temporary disability payment under the Workplace Safety and Insurance Act, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction from the teacher's sick leave credits will be made at a rate equal to the top-up, not to exceed a deduction of 0.3 sick leave credits per day of absence.
- (b) Teachers who receive payment under Subsection 19.01 (a) will receive the Board's contribution to benefits.
- 19.02 (a) It is agreed that when a teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.
- (b) Teachers who receive payments under Subsection 19.02 (a) and who are drawing sick leave in accordance with Subsection 19.02 (a) will be entitled to the Board's contribution to benefits.

19.03 It is understood and agreed that Subsections 19.01 (a) and 19.02 (a) will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the teacher will receive the Workplace Safety and Insurance Act benefits.

19.04 The Board agrees to consult with OSSTF-TBU in its efforts to establish modified work for an employee covered by this agreement as part of WSIB's Early and Safe Return to Work Guidelines.

ARTICLE XX - OCCUPATIONAL HEALTH AND SAFETY

20.01 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.

20.02 The Board shall provide for the safety and health of its employees during their hours of work. Suggestions received from the Union regarding dangerous conditions shall be investigated and, if found to be hazardous, all reasonable effort shall be made to effect a correction.

20.03 (a) In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee.

(b) An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.

20.04 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee may be brought to the attention of the Joint Health and Safety Committee.

20.05 The Bargaining Unit President or designate will be provided a copy of the report prepared by the Health and Safety Officer for the Health and Safety committee co-chairs which includes all lost time injury reports and injuries requiring medical attention within 4 days. Information about all injuries of Bargaining Unit members will be provided to the Bargaining Unit President or designate at the end of each month.

ARTICLE XXI - GRIEVANCE/ARBITRATION

21.01 (a) A “grievance” is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.

(b) A “party” shall be defined as:

(i) a Bargaining Unit;

(ii) The Board.

(c) “days” shall mean regular work days unless otherwise indicated.

21.02 A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage in this grievance and arbitration procedure.

21.03 Procedure - Informal Stage

Any dispute to be recognized as a grievance may first be discussed by the teacher with the Principal within ten (10) days of the time when the grievor should reasonably be expected to be aware of the relevant fact. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One

The Bargaining Unit may initiate a written grievance with the appropriate Superintendent or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

(i) a description of how the alleged dispute is in violation of the Collective Agreement; AND

(ii) a statement of the facts to support the grievance; AND

(iii) the relief sought; AND

(iv) the signature of the duly authorized official of the Bargaining Unit.

Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director's Council. The Director's council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

- 21.04 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

21.05 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the Bargaining Unit at Step Two. The President of the Bargaining Unit, after discussing the grievance with the Bargaining Unit Executive, shall provide a response in writing within ten (10) days after receipt of the grievance.

- 21.06 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration.

The notice shall be delivered to the other party within fifteen (15) school days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue

a decision. The decision shall be final and binding upon the parties and upon any teacher or board affected by it.

The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator shall have the powers as outlined in the Labour Relations Act 1996.

Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

21.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

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

21.09 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

21.10 Cost of Arbitration

The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

ARTICLE XXII -WORKING CONDITIONS

22.01 (a) In order to promote student success and provide a positive teaching/learning environment, the following flexible class size limits shall not be exceeded except as provided within this article.

| CATEGORY | FLEXIBLE CLASS LIMITS | | |
|--|-----------------------|------|------|
| | 2005 | 2006 | 2007 |
| Grades 9 and 10 Academic (D) | 30 | 30 | 30 |
| Grades 11 and 12 Univ./College (M) | 31 | 30 | 30 |
| Grades 11 and 12 Univ. (U) | 32 | 32 | 32 |
| Grades 9 to 12 Open (O) | 28 | 27 | 27 |
| Grades 9 and 10 Applied (P) | 24 | 23 | 22 |
| Grades 11 and 12 College (C) | 28 | 28 | 28 |
| Grades 9 and 10 Locally Dev. (L) | 18 | 18 | 18 |
| Grades 11 and 12 Workplace (E) | 21 | 21 | 21 |
| Grades 9 to 12 Non Tech O,P,E,C (Century & Western) | 21 | 20 | 20 |
| Technology | | | |
| Comm. Tech, Tech. Design | 27 | 26 | 26 |
| Grades 9-12 Tech-Other | 22 | 21 | 21 |
| Grades 9-12 Tech (Century & Western) | 20 | 19 | 19 |
| Adapted Basic | 14 | 14 | 14 |
| English as a Second Language-All | 20 | 20 | 20 |
| Cooperative Education | 18 | 18 | 18 |

- (b) In classes where more than one (1) level is being delivered, the lower maximum class size shall apply.
- (c) In a teacher's timetable of six (6) classes, up to three (3) of the six (6) classes may exceed the flexible class limits identified in 22.01 (a) and (b) by up to two (2) students each. No more than two (2) such classes can be timetabled in any single semester.
- (d) Exceptions to 22.01 (a) and (b) and (c) may be made with the mutual consent of the Board and the teacher and the bargaining unit.

22.02 The flexible class size limits shall be achieved by October 15th for first semester (and non-semester schools) and the Friday before March Break for second semester.

22.03 Teachers shall be assigned a workload as follows:

(a) Full-time teachers are to be assigned a maximum of six (6) periods per year. For semestered schools, teachers are to be assigned a maximum of three (3) periods per semester.

(b) In addition to the workload identified in 22.03 (a):

For September 2005, teachers may be assigned up to 60 other professional duty half periods per year to include on-call, supervision and student mentoring. Up to 31 of these half periods may be used for on-calls.

For September 2006, teachers may be assigned up to 58 other professional duty half periods per year to include on-call, supervision and student mentoring. Up to 29 of these half periods may be used for on-calls.

For September 2007, teachers may be assigned up to 56 other professional duty half periods per year to include on-call, supervision and student mentoring. Up to 27 of these half periods may be used for on-calls.

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

22.04 Teachers may be assigned on-calls, supervision, or student mentoring time up to a maximum of two separate half periods per week. Assignments shall be distributed, at each school, equitably over the course of each semester, within each school period amongst those teachers available in each school period. Access to the distribution records at each school shall be made available to the respective Branch President, if requested, on a monthly basis. Exceptions may be made with the consent of the Board, the teacher and the Bargaining Unit.

22.05 Each teacher shall be entitled to a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 11:00 a.m. and 1:00 p.m. or where not possible, during the 40 minutes preceding or following the scheduled lunch period.

22.06 The teachers with schedules split between two schools shall have a preparation period immediately before or after lunch at one of the schools to facilitate both the forty minute lunch and travel time.

22.07 The Board appreciates the voluntary work performed by secondary teachers in providing extra-curricular activities to students.

- 22.08 The length of the school year shall be the minimum required under the Education Act.
- 22.09 Part-time teacher workload and pay shall be pro-rated to that of the teachers defined in Article 22.03.
- 22.10 The Board shall not distribute a teacher's phone number or address (including e-mail) to students (or family members of students) without the consent of the teacher.
- 22.11 The Board agrees to consult with the union prior to implementing any new record-keeping/reporting technology to be used by teachers.

ARTICLE XXIII - PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE

- 23.01 A teacher may apply for sabbatical leave for any length of time from five (5) school days up to but not exceeding one (1) term or semester.
- 23.02 A teacher, in order to apply for sabbatical leave for an entire term or semester, must have been in the employ of the Board or its predecessor board for six (6) years. No such restriction shall be imposed for leaves of less than one school term or semester.
- 23.03 The applicant must undertake a sabbatical program acceptable to the Director of Education and the Bargaining Unit President.
- 23.04 A teacher shall give a commitment in writing, in a form approved by the Board, to continue to teach for the Board for a period of one (1) school year after returning from a sabbatical leave of twenty (20) school days. Should he/she voluntarily leave at an earlier date, the monies advanced, at the discretion of the board, shall be repaid on a pro rata basis over a period of time not to exceed three (3) years.
- 23.05 The teacher will receive his/her regular salary, allowances and benefits during the sabbatical leave.
- 23.06 The teacher shall receive the annual salary increment to which he/she is entitled during the sabbatical leave.
- 23.07 Suspended for the currency of this Agreement
Up to three full-time equivalent teacher work schedules in any school year shall be allowed for sabbatical leaves for Bargaining Unit members.

23.08 A teacher for whom no position can be found in either the regular day school or the permanent supply pool may be granted a sabbatical leave, if eligible, for the purpose of retraining to qualify for another teaching position with the Board. The number of such sabbatical leaves shall not exceed one half of the number allowable per year by the Board. Should all sabbatical leaves for the year be allocated when a teacher eligible for a sabbatical leave opts for one under this Section, sabbatical leaves will be borrowed from the allotment of the following year.

23.09 Applications for such sabbatical leaves must be forwarded to the Director of Education as soon as possible. Applications shall be approved or denied by mutual agreement of the Director of Education or designate and the bargaining unit President.

23.10 A professional development fund will be established and funded by the Board and administered by the Professional Development Committee. The Professional Development Committee will be struck each year and shall consist of four teacher representatives of the federation to be selected by the federation, and the Superintendent of Education-Program and Instructional Services or his/her designate. The following conditions will apply to the professional development fund.

- (i) the amount of money will be determined by the Board after consultation with the Union and will take into consideration the available funding, the needs and the priorities of the secondary system.
- (ii) the professional development fund will be available to all teachers including Adult Day School teachers and will be utilized for leaves of not more than five (5) consecutive days' duration.

23.11 Other Long Term Leaves

In the event that the Board requests that a teacher take a course in a particular area due to a lack of qualified teachers in that area;

- (a) The Board shall pay the actual costs of all fees and materials required;
- (b) The Board shall assume the cost of transportation to and from the location of the course and lodging and meals for the duration of the course;
- (c) The Board shall provide a replacement teacher if required;
- (d) Such leave shall not result in loss of salary, benefits, seniority, teaching experience or sick leave credits;

- (d) Upon return from the leave the teacher shall be assigned to the teacher's previous position or an equivalent position if the previous position no longer exists.

ARTICLE XXIV - MILEAGE

24.01 Teachers whose employment responsibilities require them to drive their own vehicles during working hours shall receive mileage compensation in accordance with Board Policy for the distance traveled in exercising their employment responsibilities.

ARTICLE XXV - CONTINUING EDUCATION

25.01 Any person performing duties in Continuing Education for which a teaching certificate is required limited to teaching credit courses to Continuing Education in the adult day, summer, upgrading, night school and home study programs shall be a member of District 9, OSSTF, hired for a fixed term and shall be subject to the terms and conditions of this Agreement.

25.02 Rate of Pay

- (a) Basic Salary-this amount includes vacation pay (4%) and statutory holidays (3%).

The following rates shall apply:

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

| | | |
|-----------------------------|---|------------------|
| Effective September 1, 2004 | - | \$35.36 per hour |
| Effective September 1, 2005 | - | \$36.07 |
| Effective September 1, 2006 | - | \$36.79 |
| Effective February 1, 2007 | - | \$37.16 |
| Effective September 1, 2007 | - | \$37.83 |
| Effective February 1, 2008 | - | \$38.36 |

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

| | | |
|-----------------------------|---|------------------|
| Effective September 1, 2004 | - | \$38.17 per hour |
| Effective September 1, 2005 | - | \$38.93 |
| Effective September 1, 2006 | - | \$39.71 |

| | | |
|-----------------------------|---|---------|
| Effective February 1, 2007 | - | \$40.11 |
| Effective September 1, 2007 | - | \$40.83 |
| Effective February 1, 2008 | - | \$41.40 |

25.03 Teaching assignments in the Summer School and Night School programs will be posted internally to members of OSSTF before they are posted outside the system.

ARTICLE XXVI- GENERAL

26.01 The Board and the Bargaining Unit of District 9 shall establish a committee to be known as the Joint Relations Committee (J.R.C.), composed of three (3) representatives of the Board and three (3) representatives of the Bargaining Unit of District 9. The J.R.C. shall meet at least once monthly.

The schedule of these meetings for the school year will be established by September 15th of each school year. It is understood and agreed that these dates may be subject to change to accommodate special circumstances. Additional meetings may be held with mutual consent. The J.R.C. does not in any way form part of the grievance or arbitration procedures set forth in this Agreement and no matter which is the subject matter of a grievance which has been initiated under Article XXI or arbitration initiated under Article XXI shall in any event be the subject of discussion at a meeting of the Joint Relations Committee.

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

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

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

(b) Should the Board make any alterations in its policies that affect the salaries or working conditions of a member or members of District 9, the Board shall inform the District 9 President of its intent to make such changes. Within one (1) week of being so informed, the District 9 President shall inform the Secretary of the Board of his/her desire to address the Board on the proposed alterations at the next regularly scheduled meeting, stating whether his/her address will be in public or in camera, and provided that such notice

is given in accordance with the Board's policy regarding presentation. Such alterations may not be made without informing the District 9 President and allowing him/her or his/her designate to address the Board at the next regularly scheduled meeting.

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

ARTICLE XXVII-CRIMINAL BACKGROUND CHECK

27.01 The District School Board shall pay all costs associated with an incumbent employee who participates in the check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to *regulation 521/2001 of the Education Act*.

27.02 The District School Board shall ensure that all records and information (including offence declarations and Canadian Police Information Centre (C.P.I.C.) 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.

27.03 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 XXVIII – TEACHER PERFORMANCE APPRAISAL

28.01 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisal.

28.02 All differences between the parties arising from the interpretation, application, administration, or alleged violation of Part X.2 of the Education Act or any regulation, guideline, rule or policy under it, including any question as to whether a matter is arbitrable, are grievable in accordance with the grievance/arbitration provisions of this collective agreement.

Notwithstanding time limits for filing a grievance in the provisions of this collective agreement, O.S.S.T.F. may grieve any aspect of the performance appraisal procedure or an unsatisfactory performance appraisal report of a Teacher who has been placed on review.

ARTICLE XXVIII – ATTENDANCE MANAGEMENT POLICY

29.00 The Board may require that an employee submit a medical certificate certifying as to the cause of the absence and/or the employee's suitability to return to employment. An absence of more than five (5) working days must be certified by a medical practitioner. The cost of medical certificates will be incurred by the teacher except for the following situations.

- (a) For absences of five (5) days or less, the cost of any medical certificate shall be incurred by the Board.
- (b) Where a medical certificate has been provided to the Board specifying a length of time for an absence, the Board shall incur the cost of any further medical certification the Board requests within the time frame identified on the original certificate except where a teacher returns earlier than the date identified in the original certificate.
- (c) Any time the Board requests an independent medical opinion from the teacher, the cost of such opinion will be incurred by the Board.

29.02 The Board will consult with the Bargaining Unit regarding changes to its policy on Attendance Management.

ARTICLE XXX - DURATION

30.01 This Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 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 Agreement, in accordance with the Ontario Labour Relations Act.

30.02 Notwithstanding the period of notice cited 30.01, 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 Agreement, in accordance with the Ontario Labour Relations Act.

30.03 If either party gives notice of its desire to negotiate amendments in accordance with Sections 30.01 or 30.02, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for

the renewal of the Agreement in accordance with the Ontario Labour Relations Act.

- 30.04 Subject to the Ontario Labour Relations Act, no changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 30.05 The Board agrees to print this Collective Agreement and provide a copy to each member of the Bargaining Unit.

DATED AT WINDSOR, ONTARIO, THE _____ DAY OF _____, 2005.

FOR THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD

FOR THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
DISTRICT 9 - WINDSOR

Chairperson of the Board

President, O.S.S.T.F. District 9

Chairperson of the Negotiations
Policy Committee

Chief Negotiator

Director and Secretary of the Board

Negotiator

Treasurer

Negotiator

Chief Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

LETTER OF AGREEMENT

BETWEEN

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

RE: STAFFING GUIDELINES

The parties agree that the Board has the statutory duty and responsibility to staff and operate the schools under its jurisdiction.

In an effort to assist the District Staffing Committee and the School Staffing Committees in implementing staffing, the board has prepared a set of Staffing Guidelines. The Board has shared these Staffing Guidelines with the District Staffing Committee in order to receive input.

The parties agree that these Guidelines are working documents to assist in implementing the provisions of the collective agreement pertaining to staffing. The parties further agree that these documents are not part of the collective agreement, are not subject to negotiations, and are not subject to the grievance and arbitration procedures of the collective agreement.

Signed this ___ day of _____, 2005.

**For the Greater Essex County
District School Board**

**For the Ontario Secondary
School Teachers' Federation**

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

RE: SECTIONS OFFERED

The parties agree that the Board shall provide the Union with readily available information to enable the parties to run a simulation using weighting factors to determine distribution of teachers to schools and sections offered to each department per school.

Signed this _____ of _____, 2005.

**For the Greater Essex County
School
District School Board**

**For the Ontario Secondary
Teachers' Federation**

LETTER OF UNDERSTANDING

BETWEEN

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

SUBJECT: ARTICLE 23 - PROFESSIONAL DEVELOPMENT FUND

The parties agree that the guidelines for the Professional Development fund shall include the following:

1. The Committee will review the guidelines on an annual basis
2. All decisions of the committee shall be made on the basis of consensus. If consensus cannot be reached, the President of the Teachers' Federation may make an appeal to Director's Council. After the appeal, a final decision will be made by the Director's Council.
3. Teachers may access the fund for more than one PD activity provided that the total amount accessed from all activities does not exceed the maximum allowable limits stipulated in the guidelines.

Signed this ____ day of _____, 2005

**For the Greater Essex County
District School Board**

**For the Ontario Secondary
School Teachers' Federation**

LETTER OF UNDERSTANDING

BETWEEN

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

SUBJECT: ARTICLE 17.00

LEAVES OF ABSENCE

The leave form for Leaves of Absence will be designed to clearly indicate to the member that the member should copy the form to the federation office.

Signed this ____ day of _____, 2005

**For the Greater Essex County
District School Board**

**For the Ontario Secondary
School Teachers' Federation**

LETTER OF UNDERSTANDING

BETWEEN

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

SUBJECT: MARKBOOK

1. The Board and the Union recognize Markbook as an appropriate record keeping/reporting technology to maintain teacher records and to report such records.
2. Each school will provide sufficient computers, equipped with Markbook, to ensure teacher access for mark entering. At the beginning of each mark entry period, the Principal will provide a schedule to teachers indicating the availability of computers during the day in locations suitable for mark entering purposes.
3. In establishing a date for final mark submission to the office, a minimum of 48 hours from the time of a course's final evaluation will be allowed for teachers to submit their marks. Exceptions to accommodate special circumstances for June reporting may be made by the Principal in consultation with the teacher.
4. The Board will continue to offer Markbook training to teachers.

Signed this ____ day of _____, 2005

**For the Greater Essex County
District School Board**

**For the Ontario Secondary
School Teachers' Federation**

LETTER OF UNDERSTANDING

between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

SUBJECT: INTERVIEW AND SELECTION PROCEDURES

The Board agrees to develop interview and selection procedures for positions of added responsibility and term appointments and will share them with the Union for comments and feedback.

Subsequent revisions, if any, will be shared with the District Staffing Committee for comments and feedback.

Signed this ____ day of _____, 2005

**For the Greater Essex County
District School Board**

**For the Ontario Secondary
School Teachers' Federation**

LETTER OF UNDERSTANDING

between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

SUBJECT: TEACHER DEVELOPMENT ACCOUNTS

The Board shall establish, based upon the one time amount established by the Minister of Education, a Teacher Development Account. Each member of the Bargaining Unit as at the date of ratification shall be entitled to a share of the fund as follows:

- Each 1.0 FTE member shall be entitled an equitable share of the funds in the account
- Each part-time member shall be entitled to a pro-rated portion of the entitlement which is provided to a full time member.

These funds shall be used for expenses incurred for teacher-directed professional development and/or other professional resources including computer equipment and other professional supplies.

The board agrees to work with OSSTF to develop guidelines. Such guidelines will include the criteria established by the Ministry of Education and any relevant Canadian Customs and Revenue Agency regulations, for implementing procedures regarding the Teacher Development Account.

Signed this ____ day of _____, 2005

**For the Greater Essex County
District School Board**

**For the Ontario Secondary
School Teachers' Federation**

LETTER OF UNDERSTANDING

between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

SUBJECT: ALLOCATION OF STAFF

The District Staffing Committee shall meet prior to the end of each school year to discuss and review the allocation of teachers generated by the provincial government's student success initiatives funding. These meetings shall occur prior to round one staffing.

As part of the review, the committee will examine the case load of guidance counselors, including the impact resulting from the assignment of student success leaders as part of the student services support team dealing with at risk students.

Signed this ____ day of _____, 2005

**For the Greater Essex County
District School Board**

**For the Ontario Secondary
School Teachers' Federation**

