



AGREEMENT

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

and

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION**

DISTRICT 11

1998 SEPTEMBER 01

TO

2000 AUGUST 31

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This Collective Agreement, hereinafter referred to as the Agreement, is made this eighteenth (18th) day of May, 1999.

- BETWEEN -

The Thames Valley District School Board

- AND -

The Ontario Secondary Teachers' Federation - District #11

ARTICLE 1 - RECOGNITION

- 1.1** The Board being the Thames Valley District School Board (hereinafter referred to as "the Board") recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its secondary panel (including Learning Co-ordinators), Secondary Occasional Teachers and Continuing Education Teachers.
- 1.2** The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 1.3** The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any OSSTF advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Teachers in all matters pertaining to the negotiation and administration of the Agreement.
- 1.4** The Board further recognizes the right of OSSTF to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board or school/worksite administrator shall notify the member of his/her right to Union representation.
- 1.5** The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 1.6** The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.
- 1.7** The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

ARTICLE 2 - TERM OF AGREEMENT, RENEWAL AND AMENDMENT

- 2.1** The Agreement shall be in effect from 1998 September 01 and shall continue in force up to and

including 2000 August 31 and shall continue automatically thereafter for annual periods unless either party notifies the other, in writing between April 01 and 30th prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of the Agreement, in accordance with the *Ontario Labour Relations Act*.

Amendment During Life of Agreement

- 2.2 No changes can be made to the Agreement without the written consent of the parties; nor can any changes be made to the Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

ARTICLE 3 - NO STRIKE OR LOCKOUT

- 3.1 There shall be no strike or lockout during the term of the Agreement. The terms "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

4.1 Management Rights

The Parties recognize the right and obligation of the Board to exercise its management rights and functions including the right and obligation of the Board to manage the affairs of the Board in all respects and to carry out such responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Agreement and which are in compliance with the prevailing statutes and regulations.

4.2 Just Cause

The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Teachers.

- 4.3.1 Matters related to the discipline or termination of a Teacher shall be communicated in writing between the Parties. The Teacher shall have the right to Union representation throughout the process.

- 4.3.2 In the case where the Teacher is terminated during or at the conclusion of a performance evaluation process, termination with the reasons therefore shall be given on or before May 31 for effect on August 31 following or on or before November 15 for effect on a date that is the next natural break in the school year calendar of the applicable school. In all other cases, termination for just cause shall take effect upon the date determined by the Board subject to any relevant provisions of the *Education Act* and *Regulations*.

4.4 No Penalty For Lawful Union Activity

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 the Agreement or the prevailing statutes of Ontario.

4.5 No Discrimination

The Board and the Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicaps as those terms are defined in the *Ontario Human Rights Code*.

4.6 Board To Provide Insurance

The Board shall provide adequate insurance protection for Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Teachers covered by the Agreement.

4.7 Working for Another Employer

No Teacher covered by the Agreement shall be employed by another school board except in the capacity as an Occasional Teacher or Continuing Education Teacher without the written consent of the Executive Superintendent of Human Resource Services or designate.

ARTICLE 5 - REPLACEMENT OF PRINCIPALS/VICE-PRINCIPALS

- 5.1** Except as specified in Article 5, Teachers will not normally be assigned administrative duties regularly performed by management.

Teacher Temporarily in Charge

- 5.2** In the event of all management personnel having to leave the school, a Teacher may be designated as Teacher Temporarily in Charge by the Principal or Vice-Principal. Such Teacher will normally be a person holding a position of added responsibility within the school or holding the qualifications to assume the role.

- 5.3** For periods of up to five (5) days or less, the Teacher designated under Article 5.2 will be responsible for the school in emergency situations. At no time will the Teacher Temporarily in Charge be responsible for the day to day administrative duties regularly performed by management.

Acting Principal or Vice-Principal

- 5.4** Should a Principal or Vice-Principal be absent from his/her duties for a period greater than five (5) days or there be an unfilled position, the Board may appoint a Teacher to the position of Acting Principal or Acting Vice-Principal, as the case may be. Such appointment will not exceed ten (10) teaching months.

- 5.5** A Teacher appointed under the provisions of Article 5.4 shall assume the duties of the administrator and shall be replaced by an Occasional Teacher.

- 5.6** The Teacher shall receive the same salary and allowances and be entitled to the same working conditions as other Principals or Vice-Principals who have the same administrative experience and hold an equivalent position with the Board.

- 5.7** A Teacher in an Acting Principal or Acting Vice-Principal position shall continue as a member of the Union with all rights and privileges subject to any modifications indicated in the Agreement.

- 5.8** The Teacher in an Acting Principal/Vice-Principal role shall be entitled to return to the Teacher's former position if it still exists, or a comparable position if it does not, in accordance with the surplus/redundancy provisions of the Agreement.

- 5.9** A Teacher in an Acting Principal or Acting Vice-Principal position shall continue to accrue seniority and have Union dues and the levy(ies), if applicable, deducted.
- 5.10** A Teacher appointed under the provisions of Article 5.2 or 5.4 shall be covered by the Board's liability insurance in the same manner and to the same extent that a Principal or Vice-Principal is covered.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.1** A newly hired Teacher shall serve a probationary period of ten (10) months with an extension of the period by a length of time in month(s) for absences in excess of twenty (20) teaching days in that ten (10) month period.
- e.g. The probationary period for a Teacher absent thirty-five (35) days in a ten (10) month probationary period will be extended to the end of the eleventh (11th) teaching month provided said Teacher is in regular attendance during that eleventh (11th) month.
- 6.2** Transition Provision

A Teacher who had not completed her/his probationary period prior to 1998 September 01 shall complete a probationary period that is the lesser of the remainder of the previous two (2) year period or a ten (10) month period under Article 6.1 commencing on 1998 September 01.

ARTICLE 7 - RESIGNATION/RETIREMENT DATES

- 7.1** Effective 1999 September 01, a Teacher may resign or retire:
- (a) if employed in a semestered school, on January 31 provided any required duties are completed, or at the end of the first semester, whichever comes first, by giving written notice to the Board on or before the last preceding thirtieth (30th) day of November; or
 - (b) if employed in a two-day cycle schedule school, on January 31 provided any required duties are completed, or at the end of the January exam/marking period, whichever comes first, by giving written notice to the Board on or before the last preceding thirtieth (30th) day of November; or
 - (c) if employed in a quadmestered school, on December 31 provided any required duties are completed, or at the end of the second quadmester, whichever comes first, by giving written notice to the Board on or before the last preceding thirty-first (31st) day of October; or
- 7.1** (d) if employed in a Section 27 facility, on January 31 provided any required duties are completed, by giving written notice to the Board on or before the last preceding thirtieth (30th) day of November; or
- (e) if employed in a school with a school year which commences on or about September 01 or later, on any date between and including June 30 and August 31 in any year of the Teacher's employment by giving written notice to the Board on or before the last preceding fifteenth (15th) day of April; or
 - (f) if employed in a school on a quadmester schedule, on any date between the end of the fourth quadmester and the start of the first quadmester in the next school year by giving written notice to the Board on or before the last preceding fifteenth (15th) day of April; or

- (g) if employed at a worksite other than a school or facility as set forth in Articles 7.1 to (f) inclusive,
 - i) on January 31 or at the end of the first semester, whichever comes first, by giving written notice to the Board on or before the last preceding thirtieth (30th) day of November; or
 - ii) on any date between and including June 30 and August 31 in any year of the Teacher's employment by giving written notice to the Board on or before the last preceding fifteenth (15th) day of April; or
- (h) at any other time by the mutual consent in writing of the Teacher and the Board.

ARTICLE 8 - GRID PLACEMENT AND INCREMENT

8.1 Certification Rating Statement

- 8.1.1** Teachers shall be placed, for salary purposes, in the appropriate categories as certified by the OSSTF.
- 8.1.2** Notwithstanding Article 8.1.1, Teachers employed with a secondary school Letter of Standing shall be placed in the salary group for which they are eligible as determined by a Letter of Evaluation from the OSSTF for a period not to exceed twelve (12) months after the effective date of their appointment.
- 8.1.3** Any Teacher who was placed in Category 2, 3 or 4 in accordance with Article 8.1.2 and who, after twelve (12) months from the effective date of appointment, has not provided the Human Resource Services Department with a Certification Rating Statement shall be placed in Category 1 until such time as the Certification Rating Statement is produced.
- 8.1.4** A Teacher who has neither an OSSTF Certification Rating Statement nor a Letter of Evaluation issued by the OSSTF Certification Department shall be placed in Category 1 until such time as the necessary documentation is provided to the Human Resource Services Department.

8.2 Change in Salary Category

- 8.2.1** In order to be placed in a higher salary category, the Teacher shall submit to the Human Resource Services Department:
 - 8.2.1** a) documentation to verify the date upon which the Teacher completed the work for the higher qualification,
 - b) the required Certification Rating Statement from the Ontario Secondary School Teachers' Federation,
 - c) a completed "Application for Higher Salary" form.
- 8.2.2**
 - a) If the work for the higher qualification was completed between January 01 and August 31 (both dates inclusive) then the salary increase will become effective on September 01 of the same year in which the work was completed.
 - b) If the work for the higher qualification was completed between September 01 and December 31 (both dates inclusive) then the salary increase will become effective on January 01 of the year following the one in which the work was completed.

- c) In order for a Teacher to receive the salary increase specified in Articles 8.2.2 (a) or (b), the documentation specified in Article 8.2.1 must be received by the Human Resource Services Department by October 31 or April 30, as the case may be, of the year in which the salary increase is to be paid. If the documents are submitted after the required date, the salary adjustment will be effective on the next applicable date in the school year in which they are received. Notwithstanding the foregoing, if through no fault of the Teacher confirming documents are delayed beyond the required date, the appropriate adjustment will be made retroactive to the applicable date.

8.3 Definition of Allowable Teaching Experience

8.3.1 Effective 1999 September 01, teaching experience for salary purposes is defined as:

- (a) post-certification teaching in a publically-supported elementary or secondary school, a board recognized privately-supported school, college, university, technical institute, professional school, trade school, or other educational organization or institution.
- (b) pre-certification teaching in an elementary or secondary school on a Letter of Permission.
- (c) continuing education teaching after 1996 August 31, except as specifically excluded in Article 8.3.2, credited as point one seven (0.17) year for every credit taught to a maximum of one (1) year in any school year.
- (d) occasional teaching for Teachers hired on or after 1998 September 01 credited as point one (0.1) year of experience for every twenty (20) consecutive days of teaching in a single assignment up to a maximum of one (1) year in any school year.

8.3.2 Teaching experience for salary purposes does not include university teaching that is concurrent with university studies, night school teaching, summer school teaching and casual occasional teaching other than that included in Article 8.3.1 (d).

8.4 Allowance for Previous Part-Year and Part-Time Teaching Experience

8.4.1 Part-year teaching experience shall be credited in the ratio of days worked to one hundred and ninety-four (194). Part-time teaching experience shall be credited in the ratio of the sum of day fractions worked divided by one hundred and ninety-four (194). Part-year and part-time experience credit shall be expressed in tenths rounded to the nearest tenth.

8.5 Credit for Directly Related and Military Experience

8.5.1 GENERAL

- (a) An allowance shall not be granted for related experience if the period claimed by a Teacher was concurrent with military service credited to the Teacher by the Teacher's Pension Plan Board, a post-graduate program or other university studies.
- (b) No part-month related experience shall be credited for salary purposes.

8.5.2 TRADE OR WORK EXPERIENCE

- (a) The following types of full-time experience shall be credited as directly related experience:
 - (i) Years of employment in a vocation, profession or trade related to the university degree obtained from an accredited university or to the teaching responsibilities to be assumed.

- (ii) Trade or work experience of technical Teachers, other vocational and occupational Teachers, beyond six (6) years or the number of years required for admission to an Ontario College of Education, whichever is less, as certified by a Statement of Acceptability supplied by the Faculty of Education concerned.
- (iii) No type of part-time related trade or work experience shall be recognized for salary purposes.
- (b) For the purpose of directly related experience, a working year shall mean twelve (12) months of full-time related experience. Each part-year period of related working experience shall be at least four (4) full working months or four-twelfths (4/12) of a working year before it may be credited. Such part-year periods of related work experience distributed over more than one (1) working year of twelve (12) months and amounting, for each part-year period, to at least four (4) full working months may be added together and calculated in twelfths (12^{ths}).

8.5.3 PRE-CERTIFICATION TEACHING

- (a) Teaching experience obtained in an organization or institution other than an elementary or secondary school before securing basic certification shall be credited for salary purposes, subject to the provisions of this article.
- (b) A working year shall mean the equivalent of ten (10) full-time months of such pre-certification teaching experience.
- (c) Part-year and/or part-time pre-certification teaching shall be credited as outlined in Article 8.7.4 (a)

8.5.4 MILITARY EXPERIENCE

- (a) Eligibility shall be limited to Teachers whose period of employment with the Board commenced, or recommenced, on or after 1971 September 01.

- 8.5.4** (b) Credit shall be granted to eligible Teachers for military service credited to them by the Teachers' Pension Plan Board, and for which receipts are produced verifying contribution to the Teachers' Pension Fund.

8.5.5 ALLOWANCE ON SALARY GRID

- (a) Subject to a maximum credit of six point seven (6.7) years of experience on the salary grid, directly-related and/or military experience shall be converted to an equivalent salary grid level according to the following formula:

Number of years of directly related and/or military experience x [2/3]

- (b) The resulting credit shall be rounded upward to the nearest tenth (10th) of a year.

8.6 Placement and Progression on the Salary Grid

8.6.1 PLACEMENT ON THE SALARY GRID

All Teachers shall be placed at the appropriate level of experience effective September 01 in the school year in which they are hired. Teachers employed by the Board prior to 1999 September 01 will maintain the entitlement to grid placement that they had under a predecessor Board Agreement.

8.6.2 PROGRESSION ON THE SALARY GRID

The year level of experience shall advance on September 01 each year for full-time Teachers continuing on staff whose service during the previous school year:

- (a) Extended from September 01 to June 30, and was not interrupted by a leave of absence without pay – one (1) full year,
- (b) Extended for only part of the school year – the fraction of the next year level that the number of full months during which salary was received is of ten (10).

8.7 Implementation

8.7.1 Subject to the grievance procedure, the Executive Superintendent of Human Resource Services or designate, shall be responsible for determining which types of experience are eligible to be granted in accordance with Articles 8.3 and 8.5.

8.7.2 No adjustment shall be retroactive beyond September of that current year unless it is demonstrated that the adjustment corrects an error of the Board.

8.7.3 The regular salary of a full-time Teacher shall be calculated by:

- (a) placing the Teacher in the documented group on the salary grid at a level equal to the sum of the Teacher's years of approved:

- i) teaching experience, as of September 01 each year, and
 - ii) converted directly related and/or military experience, as provided for in Article 8.5, subject to the maximum number of years allowable for the particular salary category, and
- (b) adding to the amount determined in (a) the allowance for any approved extra degree, and any responsibility allowance to which the Teacher is entitled.

8.7.4 PART-TIME /PARTIAL YEAR TEACHERS

- (a) For experience gained during the 1998-99 school year and thereafter, Teachers on a part-time assignment shall receive credit for part-year experience equivalent to their full-time equivalent contractual status during their previous school year correct to one (1) decimal place, rounded to the nearest tenth (10th).
- (b) Effective 1999 September 01, Teachers on a part-time assignment shall receive the fraction of grid salary and allowances equal to the fraction of their assignment to that of a full-time Teacher correct to five (5) decimal places. For the 1998-99 school year, Teachers on a part-time assignment shall receive their grid salary in accordance with the provisions specified in the relevant predecessor Board Collective Agreement with its secondary Teachers.
- (c) Part-time Teachers who are employed for less than half ($\frac{1}{2}$) a school year, as defined in Article 21.5, shall be paid a per diem rate calculated in accordance with Article 8.7.4 (b). These amounts shall be paid on the same schedule as regular day school Teachers.
- (d) Teachers who are employed part-time or for part of the school year shall receive a letter prior to commencing a new assignment which shall delineate their term of assignment and the percentage equivalence of the assignment. Upon completion of their teaching assignment such

Teachers shall, for the purpose of salary administration and Teacher benefits, be deemed to be on a leave of absence without pay for the remaining part of the school year.

8.7.5 TEACHERS ON, GOING ON, OR RETURNING FROM LEAVE

- (a) The salary of Teachers on, or going on a leave of absence with pay, and of Teachers returning from any kind of leave, shall be calculated according to the current schedule subject, however, to the policies under which their leave was granted.
- (b) Teachers who leave the employ of the Board will be paid any salary owing up to the last day worked.
- (c) Where a Teacher works only a part of the school year, the Teacher shall be paid a salary in the proportion that the number of days which the Teacher works bears to the total number of days in the school year according to the school calendar.

ARTICLE 9 - SALARY GRIDS AND ALLOWANCES

9.1 Teacher Salary Grids

9.1.1 The existing applicable salary grids in the predecessor Collective Agreements represent the annual salary rates for the first fifty percent (50%) of the 1998-99 school year.

9.1.2 The following salary grid represents the annual salary rate for the second fifty percent (50%) of the 1998-99 school year:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	\$29 835	\$31 153	\$33 746	\$35 710
1	31 590	33 360	36 019	38 234
2	33 730	35 620	38 295	40 756
3	35 900	37 860	40 757	43 395
4	38 030	40 120	43 366	46 289
5	40 180	42 340	45 976	49 181
6	42 310	44 590	48 582	52 078
7	44 470	46 830	51 192	54 970
8	46 610	49 070	53 801	57 863
9	48 770	51 320	56 411	60 758
10	52 114	53 560	60 822	64 400

9.1.3 The following salary grid represents the annual salary rate effective 1999 September 01:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	\$30 133	\$31 465	\$34 083	\$36 067
1	31 906	33 694	36 379	38 616
2	34 067	35 976	38 678	41 164
3	36 259	38 239	41 165	43 829
4	38 410	40 521	43 800	46 752
5	40 582	42 763	46 436	49 673
6	42 733	45 036	49 068	52 599
7	44 915	47 298	51 704	55 520
8	47 076	49 561	54 339	58 442
9	49 258	51 833	56 975	61 366
10	52 635	54 096	61 430	65 044

9.1.4 SALARY ALLOWANCE

There shall be a one (1) time salary allowance payable to Teachers (pro-rated for Teachers who are in part-time assignments for the 1999-2000 school year or who work part of that school year) of four hundred dollars (\$400.00) gross. This allowance will be payable to active Teachers (i.e. those in receipt of salary or sick leave pay under Article 14 and those on pregnancy or parental leave). Such allowance shall be payable on 1999 September 03 to those Teachers in receipt of salary on that date and any other Teacher upon the commencement of salary during the 1999-2000 school year. Should a Teacher who receives this allowance resign, retire or go on an unpaid leave of absence before the end of the 1999-2000 school year, a reconciliation and deduction to reflect the pro-rated amount to which the Teacher is actually entitled will occur on the Teacher's last pay.

9.2 Administrative Allowances

9.2.1 LEARNING CO-ORDINATOR

- (a) Effective 1998 September 01, a Teacher in the role of Learning Co-ordinator shall receive, in addition to the applicable salary grid amount set forth in Article 9.1 and post graduate degree allowance, if applicable, as set forth in Article 9.4, the allowance for a similar position as it existed in the applicable predecessor Agreement on 1998 August 31.
- (b) Effective 1999 September 01, a Teacher in the role of Learning Co-ordinator shall receive, in addition to the applicable grid salary set forth in Article 9.1 and post graduate degree allowance, if applicable, as set forth in Article 9.4, an allowance as set forth below:

Step 0	\$4 500
Step 1	\$5 000
Step 2	\$5 500

- (c) Notwithstanding Article 9.2.1 (b), any Teacher in the position of Learning Co-ordinator shall

continue to receive the annual salary and allowance which the Teacher was receiving on 1998 September 01 unless the Teacher would be entitled to a higher amount under Article 9.2.1 (b), in which case Article 9.2.1 (b) shall apply.

- (d) Teachers covered by Article 9.2.1 (b) shall be placed, effective 1999 September 01, at the step reflective of their previous experience in a predecessor Board plus any experience in the position of Learning Co-ordinator with the Board.

9.2.2 DEPARTMENT HEADS/ASSISTANT HEADS/COMPUTER FACILITATOR

(a) DEPARTMENT HEADS

For the 1999-2000 school year, Teachers in the position of Department Head shall receive in addition to the applicable salary grid amount set forth in Article 9.1 and post graduate degree allowance, if applicable, as set forth in Article 9.4, an allowance as set forth below:

Level of Responsibility	Number of Sections	Allowance
I	7 - 17	\$1 275
II	18 - 29	\$1 975
III	30 - 41	\$2 675
IV	42 or greater	\$3 375

- 9.2.2 (b)** Each school shall have a Department Head of Guidance and a Department Head of Library and the allowance for each position will be not less than \$1 275.

(c) ASSISTANT HEADS

For the 1999-2000 school year, Teachers in the position of Assistant Head shall receive, in addition to the applicable grid amount set forth in Article 9.1 and post graduate degree allowance, if applicable, as set forth in Article 9.4, an allowance of \$1 000.

(d) COMPUTER FACILITATOR

For the 1999-2000 school year, Teachers in the position of Computer Facilitator shall receive, in addition to the applicable grid amount set forth in Article 9.1 and post graduate degree allowance, if applicable, as set forth in Article 9.4, an allowance of \$1 175.

(e) IMPACT OF FUNDING FORMULA

It is understood and agreed by the Parties that effective 1999 September 01 the total amount payable under Article 9.2.2 (a) to (d) inclusive shall not exceed the amount contained in the Department Head line of the Ministry of Education and Training Funding Formula for the relevant school year. Unless otherwise agreed by the Parties, it is recognized that this may require an adjustment upwards or downwards in the amount of the allowances set forth in Article 9.2.2 (a) to (d) inclusive.

(f) TRANSITION

For the 1998-99 school year, Teachers holding administrative positions in a school shall receive, in addition to the applicable salary grid amount set forth in Article 9.1 and post graduate degree allowance, if applicable, as set forth in Article 9.4, the allowance for the position as it existed in the applicable predecessor Agreement on 1998 August 31.

9.2.3 ATHLETIC CO-ORDINATORS

- (a) For the 1998-99 school year, Teachers in the position of Athletic Co-ordinator shall receive, in addition to the applicable salary grid amount set forth in Article 9.1 and post graduate degree allowance, if applicable, as set forth in Article 9.4, an allowance of \$3 550.
- (b) For the 1999-2000 school year, Teachers in the position of Athletic Co-ordinator shall receive, in addition to the applicable grid amount set forth in Article 9.1 and post graduate degree allowance, if applicable, as set forth in Article 9.4, an allowance of \$2 000.

9.3 Transition

Anyone holding a position of added responsibility, other than those listed in Article 9.2, on 1998 September 01 for which an amount is paid shall continue to hold that position and be remunerated for it until 2000 August 31. Should a decision be made to continue the position, the Parties will discuss the position in accordance with the provisions of Article 35 (Vacant or New Positions: Added Responsibility and Special Assignment). Should the position be discontinued, anyone holding such a position during the 1999-2000 school year shall be placed in accordance with the staffing process set forth in Articles 31.32 to 31.35 inclusive (Administrative Transfer).

9.4 Post Graduate Degree Allowances

- 9.4.1** Effective 1999 September 01 there will be a one (1) time payment to a Teacher not eligible for an allowance under the provisions of Articles 9.4.2 or 9.4.3 of five hundred dollars (\$500) for the successful completion of a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent) payable on September 01 following receipt of an OSSTF Certification Rating Statement with seal certifying that none of the graduate courses comprising the extra degree has been used in determining the certification grouping.
- 9.4.2** Any Teacher in receipt of an extra degree allowance from the Board prior to 1999 September 01 shall continue to receive said allowance.
- 9.4.3** Any Teacher employed by the Board during the 1998-99 school year not eligible for an allowance under Article 9.4.2 but who completed a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent) prior to 1999 September 01 shall receive an allowance in accordance with the terms of the relevant predecessor Board Agreement provided an OSSTF Certification Rating Statement with seal certifying that none of the graduate courses comprising the extra degree has been used in determining the certification grouping and proof that the degree was completed prior to 1999 September 01 is received by the Human Resource Services Department.
- 9.4.4** A list of Teachers eligible for an allowance under Articles 9.4.2 and 9.4.3 with the respective amount payable to each Teacher will be maintained by the Board. Only Teachers whose names appear on this list are eligible to receive an on-going post graduate degree allowance.

ARTICLE 10 - SALARY ADMINISTRATION

10.1.1 Annual salaries shall be paid according to the following plan subject to the provisions of Articles 10.1.2 to 10.1.5 inclusive.

1999-2000

September 03	1/26	March 03	1/26
September 17	1/26	March 17	1/26
October 01	1/26	March 31	1/26
October 15	1/26	April 14	1/26
October 29	1/26	April 28	1/26
November 12	1/26	May 12	1/26
November 26	1/26	May 26	1/26
December 10	1/26	June 09	1/26
December 24	1/26	June 23	1/26
January 07	1/26	July 07	1/26
January 21	1/26	July 21	1/26
February 04	1/26	August 04	1/26
February 18	1/26	August 18	1/26

10.1.2 Annual salaries for Teachers teaching an entire school year shall be paid in twenty-six (26) instalments, all of which shall be one twenty-sixth (1/26) of the annual salary. Teachers teaching less than an entire year will have adjustments made to their salary instalments such that they receive pro rata salary based on the percent of the school year for which salary is earned.

10.1.3 Salary instalments shall be payable on Fridays except where the pay date falls on a statutory holiday, in which case the pay date will be the last banking day preceding that statutory holiday.

10.1.4 Notwithstanding the provisions of Article 10.1.2, when the period September 01 to August 31 contains fifty-three (53) Fridays and the odd number Fridays are pay dates, there shall be twenty-seven (27) pay instalments all of which shall be one twenty-seventh (1/27) of the annual salary.

10.1.5 Notwithstanding the provisions of Article 10.1.2, any Teacher who retires, resigns or commences a Pregnancy Leave during the period June 30 to August 31 shall have the annual salary to which she/he is entitled for the previous school year paid in full prior to the date of retirement, resignation or commencement of the leave, as the case may be, provided sufficient notice is received by the Payroll Department to effect such a payment.

10.1.6 Teachers shall be notified by the Executive Superintendent of Human Resource Services or designate at the time of hiring that they cannot commence employment nor receive any salary unless the Teacher's Certificates of Registration and Qualification from the Ontario College of Teachers have been submitted to the Board.

- 10.1.7** The payment shall be deposited electronically at the financial institution of the Teacher's choice and the information slip shall be provided to the Teacher.
- 10.1.8** The Teacher may change the financial institution referred to in Article 10.1.7 no more than once a year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.
- 10.2** For the purpose of deduction from salary for time not worked, the salary shall be considered to be disbursed over the number of days prescribed in Article 21.5 plus the following statutory holidays: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, and any other holiday declared a statutory holiday.
- 10.3** Notwithstanding the provisions of Articles 10.1.1 to 10.2 inclusive, for the 1998-99 school year, Teachers shall be paid according to the dates and percentages specified in the relevant predecessor Board Collective Agreement with its secondary Teachers.

ARTICLE 11 - BENEFITS

- 11.1** It is agreed that effective 1999 November 01 a common benefit plan for all Thames Valley District School Board Secondary Teachers shall be implemented. The plan will be comprised of the following components:

- (a) Health Plan - including Vision Care and Out-of-Province
- (b) Dental Plan - including Major Restorative and Orthodontics
- (c) Life Insurance Plan - including AD&D and Optional Life
- (d) Employee Assistance Plan.

The benefit plans in effect for the period 1998 September 01 to 1999 October 31 inclusive shall be those that existed on 1998 August 31 in the relevant secondary collective agreements of the applicable predecessor Board.

- 11.2** The Parties agree to establish a Joint Benefits Committee with equal representation from the Administration and the Union to review all aspects of the Benefit Plans within the parameters as set forth below. The Joint Benefits Committee shall maintain an accounting of all aspects of the financial cost sharing related to the Benefit Plans.

The Board's contributions to the premium costs of the Group Insurance Benefits and Employee Assistance Program noted above will be in the form of a fixed dollar amount and shall be determined for each school year based on the funds remaining within the Ministry Funding Model for Secondary Teacher benefits after provision is made for the payment of the Board's portion of federal and provincial government mandated contributions for such items as the Canada Pension Plan, Employment Insurance premiums and the Employer Health Tax and costs to provide for retirement gratuities and Registered Retirement Savings Plans as provided for in the Agreement. It is understood that for the 1999-2000 school year the funding for benefits shall be \$6 000 per Funding Formula FTE Teacher.

- 11.2** In the event that any dollars allocated by the reconciliation above exceed the Board's required contribution, it is agreed that the net allocated funds shall be applied to the remuneration package for secondary Teachers.

In the event that any dollars allocated by the reconciliation above are exceeded by the Board's required contribution, the Board cost shall be limited to the allocation and any additional costs shall be borne by requiring first a predetermined payment toward Teacher life insurance premium costs, then any further payment required to maintain health and dental plans.

Notwithstanding the above, costs attributed to retirement gratuities and Registered Retirement Savings Plan contributions, may be covered within the Benefit Plan or from other sources as agreed to by the Parties.

It is understood and agreed that for the 1999-2000 school year, the Teachers will pay one hundred percent (100%) of the Life Insurance Plan premiums and the Board will pay one hundred percent (100%) of the Health Plan, Dental Plan and Employee Assistance Plan costs.

11.3 (a) Optional Spousal/Dependent Child(ren) Life Insurance

Optional spousal life insurance of twenty-five thousand dollar (\$25 000) units to a maximum of one hundred thousand dollars (\$100 000) is provided as an option to Teachers for spouses. Dependent Life Insurance of five thousand dollar (\$5 000) units to a maximum of twenty-five thousand dollars (\$25 000) is provided as an option to Teachers for dependent child(ren). The plan shall be administered by the Board. Full premium costs shall be paid by the Teachers covered by the plan.

(b) Optional Life Insurance

In addition to group life insurance, Teachers may purchase additional life insurance to a maximum of one point five (1.5) x annual salary rounded up to the nearest one thousand dollars (\$1 000). The plan shall be administered by the Board. Full premium costs shall be paid by Teachers exercising this option.

11.4 Long Term Disability Insurance

Participation in the long term disability plan is compulsory for all Teachers. The full premium costs shall be paid by the Teachers through payroll deductions. The Union will arrange for the Board to receive a current master policy and amendments. The Board will co-operate with the enrolment, deduction and remittance of premiums and provision of available necessary data to the insurer. The Union is responsible for selecting the carrier, processing and administration of claims and for the resolution of any disputes between the Teacher and the carrier.

11.5 General

(a) The insurance outlined in Articles 11.1 and 11.3 shall be as more particularly described and set forth in the respective policies of insurance. Any dispute over payment of benefits under any such policies shall be adjusted between the employee and the insurer concerned, but the employer will use its best efforts to adjust and settle any such dispute.

11.5 (b) Should the Board change carrier(s) during the term of the Agreement, benefits provided by the new carrier(s) will be equivalent to that offered by the old carrier(s) as defined in Articles 11.1 and 11.3.

(c) A copy of the master policy or policies of the Benefit Plans as set out in Articles 11.1 and 11.3 shall be provided to the Union.

(d) The Board shall provide an information brochure on all benefit plans to every plan participant.

- (e) Subject to eligibility requirements, a part-time Teacher shall be required to participate in the Benefit Plans and the Board's dollar share of the premium costs shall be pro-rated on the basis of workload. A part-time Teacher with less than half-time workload may opt not to enrol in the health and dental plans.
 - (f) Subject to eligibility requirements and the provisions of Articles 15.12 (Pregnancy Leave), 16.8 (Parental Leave) and 17.6 (Adoption Leave), a Teacher on any Leave of Absence shall be required to continue participation in the Benefit Plans while on leave.
 - (g) Effective thirty (30) days after ratification by the Parties, a Teacher who, following compliance with Article 7, retires to an unreduced pension or to a reduced pension or who exercises the commuted value transfer option under the Ontario Teachers' Pension Plan within two (2) years of the date on which the Teacher would lose the right to exercise that option, shall have the option of continuing uninterrupted her/his benefit coverage which was in existence on the date immediately prior to the date of retirement, for each of Health, Dental, Life Insurance (excluding Accidental Death and Dismemberment) and subject to any limitations imposed by the carrier, Out-of-Province coverage, to age sixty-five (65) by making full premium payments monthly in advance through the Board. The cost of such premiums will be at the group rate for retired Teachers. The group rate for retired Teachers on 2002 September 01, shall be based on the costs incurred (experience) for the period from 1999 November 01 to 2002 June 30 and shall be implemented as a separate rate on 2002 September 01. The group rate for retired Teachers shall be the same as the Secondary Teacher rate for the period of 1999 November 01 to 2002 August 31.
 - (h) The surviving spouse of a deceased Teacher shall be entitled to have existing coverage, as set out in Articles 11.1 and 11.3, continue at the Board's cost for a period of one (1) year after the death of the Teacher.
 - (i) A Teacher who is declared redundant and retains the right of recall may continue to participate in one (1) or more of the Group Benefit Plans for a period of one (1) year from the date of lay-off by paying the full cost of premiums monthly in advance through the Board.
 - (j) With proper notice, benefit coverage as outlined in Articles 11.5 (f), 11.5 (g) and 11.5 (i) will cease for any Teacher who fails to pay the full cost of monthly premiums in advance as required.
 - (k) Teachers, including those on leave from the Thames Valley District School Board or any of the predecessor boards, must enrol as of 1999 November 01 in any of the Benefit Plans available whether they are currently enrolled or not. The open enrolment period will extend thirty (30) days from 1999 November 01.
- 11.5** (l) Enrolment is compulsory in the life insurance plan and in the health and dental plans unless evidence of comparable alternative coverage is provided, (Note the exception for part-time Teachers as set out in Article 11.5 (e)).

ARTICLE 12 - RETIREMENT GRATUITIES

- 12.1** A Teacher employed on 1998 August 31 by the Board under the provisions of one of the Agreements of the predecessor Boards forming the Thames Valley District School Board who has entitlement to the retirement gratuity provisions as set forth in Appendix C shall have her/his Retirement Gratuity entitlements continue in full force until she/he retires under such provisions unless the Teacher resigns or is terminated prior to retirement.
- 12.2** The Board shall maintain a record of all Teachers eligible for each applicable Retirement Gratuity

as set forth in Appendix C.

- 12.3** Notwithstanding the provisions of Article 12.1 stipulating that a Teacher must be eligible for an unreduced pension, a Teacher to whom the provisions of Article 12.1 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria set forth in Article 12.1 if that Teacher exercises the commuted value transfer option under the Ontario Teachers' Pension Plan within two (2) years of the date on which the Teacher would lose the right to exercise that option.
- 12.4** Notwithstanding any existing requirement contained in Retirement Gratuity provisions set forth in Appendix C that a Teacher be employed on a full-time basis, a Teacher to whom the relevant Retirement Gratuity provisions would otherwise apply will be eligible for a retirement gratuity in accordance with all of the applicable criteria of those provisions based on the annual full-time salary rate for that Teacher if that Teacher was a full-time Teacher, became a part-time Teacher and retains the right to return to full-time employment.
- 12.5** The gratuity is available in a lump sum payable during a period ranging from one (1) month to one (1) year after retirement, at the option of the Teacher provided said Teacher has advised the Board in writing thirty (30) days prior to retirement.
- 12.6** A Sick Leave Gratuity may be paid to the estate of a Teacher covered by Article 12.1 whose death occurs before retirement and while the Teacher was under contract with the Board. The amount of the gratuity, if any, shall be calculated as though the Teacher had retired on the day before the Teacher's death.

ARTICLE 13 - REGISTERED RETIREMENT SAVINGS PLAN

- 13.1** Effective 1999 September 01, a Teacher employed on 1998 August 31 by the Board under the provisions of one of the Agreements of the predecessor Boards forming the Thames Valley District School Board whose effective date of hire is as set forth below and who has successfully completed his/her probationary period shall have deposited by the Union annually, an amount of money, as determined by the Union, in an account with the Ontario Teachers' Group Investment Funds.
 - (a) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Elgin County Board of Education on 1997 December 31 and who had an effective date of hire with that Board on or after 1977 September 01 and on or before 1997 December 31; and
- 13.1** (b) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Board of Education for the City of London on 1997 December 31 and who had an effective date of hire with that Board on or after 1978 September 01 and on or before 1997 December 31; and
- (c) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Oxford County Board of Education on 1997 December 31 and who had an effective date of hire with that Board on or after 1978 September 01 and on or before 1997 December 31; and
- (d) Teachers currently employed by the Thames Valley District School Board with an effective date of hire with the Thames Valley District School Board on or after 1998 January 01 and on or before 1998 August 31 who, during that time, worked under the terms and conditions of the Elgin County Board of Education, the Board of Education for the City of London or the Oxford County Board of Education Collective Agreement with their respective secondary federation.

- 13.2** Teachers hired by the Thames Valley District School Board with an effective date of hire on or after 1998 September 01 shall, after two (2) years of employment with the Board have deposited annually by the Union an amount of money, as determined by the Union, in an account with the Ontario Teachers' Group Investment Funds.
- 13.3** All funds deposited under the provisions of Articles 13.1 and 13.2 are subject to the provisions set forth in Appendix D.
- 13.4** Effective 1999 September 01, the Board agrees to deposit a minimum of one hundred and fifty dollars (\$150) per FTE Teacher annually, to be taken from the Benefit portion of the Funding Formula, in the OSSTF RRSP Fund. Prior to January 31, the Union will notify the Board of the amount to be transferred from the OSSTF RRSP Fund to the OTG Fund. Such amount shall not exceed that which is currently in the OSSTF RRSP Fund.
- 13.5** The Board and Union agree to review the amount set forth in Article 13.4 annually to determine if an additional portion of the Benefit money can be allocated in a given year.
- 13.6** District 11 shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability arising from the handling of the payments remitted to Ontario Teachers' Group in the name of OSSTF, District 11 by the Board. The Board's sole obligation pursuant to this Article is to remit the payment annually to Ontario Teachers' Group in the name of OSSTF, District 11.
- 13.7** The implementation of any and all provisions under Article 13 shall be in compliance with the Income Tax Act.

ARTICLE 14 - SICK LEAVE

Sick Leave With Full Salary

- 14.1** Full-time Teachers will be allowed twenty (20) days of paid sick leave credits per school year to be credited on September 01 of each year or the start of the school year where there is an adjusted school year calendar. A Teacher employed for less than the full year is entitled to sick leave pro-rated on the term of employment.
- 14.2** Part-time Teachers will accumulate sick leave credits on a pro-rata basis to their teaching assignment.
- 14.3** Teachers may accumulate the unused portion of their sick leave credits to a maximum of two hundred and twenty (220) days except as stated in Article 14.4 below.
- 14.4** A Teacher employed by the Thames Valley District School Board on 1998 June 30 under the terms of a Collective Agreement entered into between a predecessor Board and its Secondary Teachers' Federation shall be entitled to have credited to her/his account any sick days accumulated on or before 1998 June 30. Should the Teacher's subsequent use of sick days cause the accumulated amount to fall below two hundred and twenty (220) days the provisions of Article 14.3 shall apply.
- 14.5** A Teacher, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Employer stating the dates of absence and the reason therefore. Any costs of a medical certificate shall be borne by the Board.

The Teacher may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne

by the Board.

- 14.6** A Teacher who has previously been employed by another Board which operated a cumulative sick leave plan shall be credited with all sick leave credits accumulated therein up to a maximum of two hundred and twenty (220) days.
- 14.7** The Board shall maintain a record of each Teacher's credited and accumulated sick leave and shall inform the Teacher in writing by the end of September of each year as to the accumulation of the Teacher's sick leave.
- 14.8** Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician or a licentiate of dental surgery or as set forth in Articles 14.9, 14.10 and 14.11.
- 14.9** A Teacher may be granted up to five (5) days leave per school year with deduction of sick leave credit(s) where it is necessary for the Teacher to care for a child, parent or spouse.
- 14.10** A Teacher who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) school days leave per school year with deduction of sick leave credit(s). A Teacher may apply in writing to the Executive Superintendent of Human Resource Services or designate for an increase in the maximum allowable days under this section.
- 14.11** Workers' Safety Insurance
- (a) A Teacher without accumulated sick leave who is unable to perform the Teacher's regular duties because of a condition compensable under the *Workplace Safety and Insurance Act* shall receive such benefits as awarded by the W.S.I.B..
- 14.11** (b) A Teacher who, on the date of a compensable accident, had accumulated sick leave available shall continue to receive full salary and employee benefits until such time as the sick leave accumulation is depleted. Upon the depletion of sick leave, the Teacher shall receive only those benefits to which the Teacher is entitled by W.S.I.B. regulations and/or Long Term Disability benefits under the Secondary Teachers' Plan.
- (c) During the period of time that the Teacher is in receipt of W.S.I.B. benefits and the Board is continuing to pay full salary, the Board shall deduct from the Teacher's accumulated sick leave the equivalent of .5 of a day for each day of absence.
- (d) When a Teacher, who is in receipt of W.S.I.B. benefits has depleted the Teacher's accumulated sick leave account, the Teacher may become eligible for Long Term Disability benefits subject to the terms and conditions of the Secondary Teachers' Long Term Disability Plan.
- (e) The Teacher will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Board to the Teacher.

ARTICLE 15 - PREGNANCY LEAVE

Pregnancy Leaves shall be granted in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Executive Superintendent of Human Resource

Services or designate.

- 15.1** The Board shall grant to a pregnant Teacher, who has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than one (1) day prior to the expected date of birth. (For mutually agreed to extensions of related leaves see Article 16.13 Parental Leave).
- 15.2** Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- 15.3** The written request for a Pregnancy Leave shall contain:

 - (a) the start date of the Pregnancy Leave, and
 - (b) the end date of the Pregnancy Leave.
- 15.4** The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.
- 15.5** A Pregnancy Leave shall be without salary or allowances.
- 15.6** Notwithstanding Article 15.5, the Board shall provide for a Teacher on Pregnancy Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to the Employment Insurance rate for the two (2) week waiting period prior to the commencement of the Employment Insurance Pregnancy Leave Benefits.
- 15.7** The duration of the plan referred to in Article 15.6 shall coincide with the term of the Agreement.
- 15.8** Notwithstanding Article 15.5, a Teacher going on Pregnancy Leave may request sick leave for up to the first thirty (30) days from the date of delivery if such Teacher has at least thirty (30) days of accumulated sick leave to her credit. Should a delivery or pregnancy related medical issue develop during that specified period of time, the Teacher may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for purposes of Pregnancy Leave.
- 15.9** The SEB Plan will not be applicable for Teachers who elect sick leave of at least ten (10) days as per Article 15.8 unless their sick leave is not recognized by the Employment Insurance Commission as replacement for the statutory waiting period.
- 15.10** The SEB Plan will remain in force for those Teachers who do not request sick leave during their Pregnancy Leave.
- 15.11** The Board shall continue to pay its normal share of premiums for such benefits under Article 11 as the Teacher is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Teacher.
- 15.12** Except for the Long Term Disability Plan specified in Article 11, the Teacher may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that the Teacher does not intend to pay her share of

contributions.

15.13 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Pregnancy Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Teacher provides the Executive Superintendent of Human Resource Services or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

15.14 A Teacher may alter the requested termination of a Pregnancy Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
- 15.14** (b) a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

15.15 A Teacher returning from a Pregnancy Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 32, 33 and 34 - Surplus, Redundant Teachers and Recall - shall apply.

ARTICLE 16 - PARENTAL LEAVE

Parental Leaves shall be granted in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.

16.1 The Board shall grant to a male or female Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental Leave of eighteen (18) weeks or such shorter leave as the Teacher requests.

16.2 A mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.

16.3 The other parent requesting a Parental Leave may commence that leave anytime within the thirty-five (35) week period following the actual date of birth. The term "other parent" includes the natural father and a person who is in a relationship of some permanence with the mother of the child who intends to treat the child as his or her own.

16.4 Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.

16.5 The written request for a Parental Leave shall contain:

- (a) the commencement date of the Parental Leave;
 - (b) the termination date of the Parental Leave; and
 - (c) the date or expected date of the birth of the child.
- 16.6** A Parental Leave shall be without salary or allowances.
- 16.7** The Board shall continue to pay its normal share of the premiums for such benefits under Article 11 as the Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Teacher.
- 16.8** Except for the Long Term Disability Plan specified in Article 11, Teachers may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that they do not intend to pay their share of contributions.
- 16.9** The Cumulative Sick Leave Plan shall not apply during the Parental Leave nor shall the current sick leave allowance nor any fraction thereof. Benefits accrued to the commencement of the Parental Leave shall be reinstated at the agreed upon termination of the Parental Leave if the Teacher returns to work.
- 16.10** Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Parental Leave:
- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
 - (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Teacher provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the employee starts the leave; or
 - (c) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.
- 16.11** A Teacher may alter the requested termination date of a Parental Leave:
- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*; or
 - (b) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.
- 16.12** A Teacher returning from a Parental Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 32, 33 and 34 - Surplus, Redundant Teachers and Recall - shall apply.
- 16.13** Extended Leaves may be requested in writing by female and male parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory eighteen (18) week Parental Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extensions would allow the leave to conclude on the day prior to the start

of the next term or semester.

- 16.14** Teachers who extend a leave under Article 16.13 beyond the statutory limits for Pregnancy/Parental leaves shall maintain the level of benefit coverage that was established during the statutory leave period (subject to Article 11) at their own expense for the duration of the Extended Leave.

ARTICLE 17 - ADOPTION LEAVE

Adoption Leaves shall be granted in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.

- 17.1** The Board shall grant to a male or female Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of eighteen (18) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the thirty-five (35) week period following the child coming into the custody, care and control of a parent for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as his or her own.
- 17.2** Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case later than two (2) weeks before the requested start date of the leave.
- 17.3** The written request for an Adoption Leave shall contain:
- (a) the commencement date of the Adoption Leave;
 - (b) the termination date of the Adoption Leave;
 - (c) the date or expected date of the child coming into the custody, care and control of the parent for the first time.
- 17.4** An Adoption Leave shall be without salary or allowances.
- 17.5** The Board shall continue to pay its normal share of the premiums for such benefits under Article 11 as the Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Teacher.
- 17.6** Except for the Long Term Disability Plan specified in Article 11, Teachers may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that they do not intend to pay their share of contributions.
- 17.7** The Cumulative Sick Leave Plan shall not apply during the Adoption Leave nor shall the current sick leave allowance nor any fraction thereof. Benefits accrued to the commencement of the Adoption Leave shall be reinstated at the agreed upon termination of the Adoption Leave if the Teacher returns to work.
- 17.8** Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of an Adoption Leave:
- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or

- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date and the Teacher provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the employee starts the leave; or
- 17.8 (c) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.
- 17.9 A Teacher may alter the requested termination date of an Adoption Leave:
 - (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
 - (b) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.
- 17.10 A Teacher returning from an Adoption Leave shall return to the position most recently held, unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 32, 33 and 34 - Surplus, Redundant Teachers and Recall - shall apply.
- 17.11 Extended Leaves may be requested in writing by female and male parents who are on or will be on an Adoption Leave. These are leaves that continue beyond the statutory eighteen (18) week Adoption Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extension would allow the leave to conclude on the day prior to the start of the next term or semester.
- 17.12 Teachers who extend a leave under Article 17.11 beyond the statutory limit for Adoption Leave shall maintain the level of benefit coverage that was established during the statutory leave period (subject to Article 11) at their own expense for the duration of the Extended Leave.

ARTICLE 18 - LEAVES OF ABSENCE

Leave of Absence With Full Salary

- 18.1 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Teachers for the circumstances and under the conditions outlined hereunder. Leaves under Articles 18.3 to 18.11 require advance approval of the Principal or Supervisor, unless otherwise indicated.
- 18.2 Notwithstanding Articles 18.1 to 18.11 it shall be the prerogative of the Principal to excuse a Teacher from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Teacher shall make adequate and acceptable arrangements as approved by the Principal for the care and instruction of the Teacher's classes.

Such requests must be submitted to the Principal of the school at least three (3) days prior to the absence whenever possible.
- 18.3 When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Teacher is not a party or one of the persons charged, the Teacher must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The

court summons or subpoena must be submitted by the Principal to the Executive Superintendent of Human Resource Services or designate for approval.

- 18.4** Up to three (3) days may be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent. Notwithstanding the above, the leave may be extended by a maximum of two (2) days due to exceptional circumstances subject to the approval of the Executive Superintendent of Human Resource Services or designate.
- 18.5** Up to one (1) day per school year shall be available to permit a Teacher to write examinations leading to the advancement of the Teacher's academic or teaching qualifications. This leave shall be for the period of the examination only plus any required travel time to the place of the examination.
- 18.6** Up to one (1) day per school year shall be available for the Teacher to attend the Teacher's own graduation ceremonies or the convocation of a child, spouse or partner.
- 18.7** Leave shall be granted to a Teacher to participate on curriculum committees sponsored by the Ministry of Education and Training and endorsed by the Executive Superintendent of Human Resource Services or designate.
- 18.8** Leave shall be granted when a Teacher is absent from duty in any case where because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Teacher's duties.
- 18.9** One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in Article 18.4.
- 18.10** A Teacher who is delayed by local weather conditions but arrives at school as soon as possible during the regular school hours of that day will not have a salary deduction made.
- 18.11** A Teacher shall be entitled to leave for religious holidays in accordance with Board policy.

Leave of Absence With Occasional Teacher Cost Deduction

- 18.12** Deduction of Occasional Teacher costs from a Teacher's salary will occur under the provisions of Articles 18.13 and 18.14. Such leaves require advanced approval of the Principal. Where possible, requests must be submitted to the Principal of the school at least three (3) days prior to the absence.
- 18.13** A one-half (0.5) day or one (1) day leave per year may be granted to attend the Teacher's own wedding or the wedding of a son or daughter or to attend to the Teacher's personal business. This day may not be used as vacation time.
- 18.14** Leave with deduction of Occasional Teacher costs, but with no loss of sick leave credits for the total period of absence, shall be available to Teachers under the terms outlined hereunder.
 - (a) To attend a provincial, national or international competition as either an official or competitor where the Board determines that it is a significant event.
 - (b) One (1) competition per school year.
 - (c) Approval of the Executive Superintendent of Human Resource Services or designate.

Short Term Leave of Absence With Deduction of Full Salary

- 18.15** A special leave of absence of up to ten (10) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted by the Executive Superintendent of Human Resource Services or designate.

The special leave of absence may not be used to extend a vacation period.

Long Term Leave of Absence Without Pay

- 18.16** A leave of absence for one (1) year to commence September 01 may be granted by the Executive Superintendent of Human Resource Services or designate, upon written request of a Teacher subject to the following provisions:

- (a) The request must be received by March 15 of the year in which the leave is to begin.
- (b) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- (c) The Teacher on leave under this Article may request an extension of the leave by March 15 of the first year of leave for a maximum of one (1) additional year.
- (d) Subject to continuing eligibility under the master contract, the Teacher will continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs.

- 18.17** A leave of absence for less than one (1) year but greater than ten (10) days may be granted by the Executive Superintendent of Human Resource Services or designate for exceptional circumstances upon the written request of a Teacher subject to the following provisions:

- (a) The request will not be used to extend a vacation period.
- (b) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- (c) Subject to continuing eligibility under the master contract, the Teacher will continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs.
- (d) The request must be received far enough in advance to allow for the hiring of a qualified Occasional Teacher.

- 18.18** A leave of absence not to exceed five (5) school years shall be granted by the Executive Superintendent of Human Resource Services or designate, upon the written request of a Teacher, who is elected or appointed to public office or OSSTF provincial office subject to the following provisions:

- (a) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- 18.18** (b) The leave will commence upon the assumption of the office but in no case earlier than one (1) month after the receipt of the written request for the leave, except in extenuating circumstances.
- (c) The initial leave period will be to the conclusion of the school year.

- (d) The Teacher on leave under Article 18.18(c) may request an extension of the leave by March 15 of the year of leave for one (1) additional school year. Such annual extension shall be granted up to the maximum time of leave permitted under Article 18.18.
- (e) Subject to continuing eligibility under the master contract, the Teacher will continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs.
- (f) On return from leave of one (1) school year, a Teacher will be assigned to the same position and school or, if due to declining or changing enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of the current Agreement.
- (g) Should the term of office end at a time other than the end of a school year, the Teacher will remain on leave until the end of the school year of leave unless a vacancy exists for which the Teacher has the necessary qualifications. Should there be such a vacancy, the Teacher may, with the agreement of the Teacher, Principal and Superintendent of Schools, be placed in it for the remainder of the school year. At the conclusion of the school year said Teacher shall be placed in accordance with the applicable staffing provisions.

Teachers Returning From a Leave of Absence

- 18.19** Teachers returning from a leave of one (1) school year or less shall be placed at the school from which they took the leave, subject to seniority and qualifications.
- 18.20** Teachers returning from a leave greater than one (1) school year will be returned to the staff list of their previous school for the purposes of tracking staff during the staffing process. If there is no vacancy for which the Teacher is qualified, the teacher will be declared surplus to the school, regardless of seniority.
- 18.21** Teachers returning from leave who wish to be placed at a school other than their previous school must follow the transfer process described in Article 31.
- 18.22** Notwithstanding Article 18.20, Teachers returning on 1999 September 01 from a leave of greater than one (1) school year will be staffed for the 1999-2000 school year in accordance with the provisions of the predecessor board agreements.

ARTICLE 19 - DEFERRED SALARY LEAVE PLAN/SELF-FUNDED LEAVE PLAN

19.1 Transition Provision

All Teachers who are participating in a Self-Funded Leave/Deferred Salary Leave Plan under a predecessor Board's Collective Agreement shall continue their participation in those Plans. Effective 1999 September 01, the following provisions shall apply for any Teacher who qualifies and wishes to commence participation in a Deferred Salary Leave Plan effective 2000 September 01.

19.2 Description

The deferred salary leave plan allows a full-time Teacher who is not an Occasional Teacher or a Continuing Education Teacher to teach:

- (a) two point five (2.5) years over a three (3) year period with a Semester II plus the month of July leave of absence in the third (3rd) year of participation in the Plan;
- (b) four (4) years over a five (5) year period with a one (1) school year leave of absence in the fifth (5th) year of participation in the Plan;

by accepting eighty three point three three three percent (83.333%) or eighty percent (80%), as the case may be, of the salary that the Teacher would have received if the Teacher had not been enrolled in the Plan.

NOTE: Revenue Canada Regulations stipulate that a Teacher must return to employment with the Board after the leave period for a period of time that is not less than the leave period. Thus, Revenue Canada will not permit a Teacher to take this type of leave immediately prior to retirement.

19.3 Qualifications

Any Teacher having three (3) years of teaching experience with the Board or predecessor Boards is eligible to participate in the Plan.

19.4 Application

- (a) A Teacher must make written application to the Executive Superintendent of Human Resource Services or designate on or before January thirty-first (31st) requesting permission to participate in the Plan.
- (b) Written acceptance, or denial, of the Teacher's request with explanation, will be forwarded to the Teacher by May first (1st) in the school year the original request is made.
- (c) Approval of the individual requests to participate in the Plan shall rest solely with the Executive Superintendent of Human Resource Services or designate.
- (d) All Teachers 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. (See Appendix "A").
- (e) The Board assumes no responsibility for any consequences arising out of the Plan related to effects on the Teacher's Pension Plan provisions, income tax arrangement, Employment Insurance and the Canada Pension Plan. All financial or legal liabilities arising from this Plan shall be borne by the Teacher.

19.5 Payment Formula and Leave of Absence

The payment of salary, fringe benefits and the timing of the leave of absence shall be as follows:

- (a)
 - (i) In each year of the Plan, preceding the year of the leave, a participating Teacher will be paid a reduced percentage of the Teacher's proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the Teacher by the Board to finance the period of leave.
 - (ii) Payroll deductions will be deposited in a separate daily interest account held in trust at the Board's financial institution. The calculation of interest under the terms of this Plan shall be done monthly (not in advance).
 - (iii) A participating Teacher is allowed once each school year, in the two (2) week period between February 1 and February 15, to indicate his/her desire to transfer a specific amount which has accumulated in the daily interest account, to a Guaranteed Investment Certificate. The Board will then arrange for the transfer of said funds by March 1. It is understood that some funds are to remain in the daily interest account.
- (b) During the years that the individual Teacher is participating in the Deferred Salary Leave Plan, all Teacher Benefit Plans, subject to continuing eligibility under the master contract, shall be maintained at a level as if the Teacher was being paid at one hundred percent (100%) of the Teacher's salary.

Teachers participating in the Plan shall receive full fringe benefits during the non-leave years according to the Agreement in effect during each year of participation in the Deferred Salary Leave Plan.

Premium costs during the period of the leave will be paid in full by the Teacher, subject to continuing eligibility by the Teacher under the master contract. During the period of the leave the Board shall deduct from each pay an amount equivalent to the total premium costs paid on the Teacher's behalf.

- (c) The Teacher must select either Article 19.2 (a) or 19.2 (b) at the time of applying for participation in the Deferred Salary Leave Plan.
 - (d) No Teacher will be permitted to take the leave of absence until it has been fully funded by payroll deduction.
 - (e) All individual Teacher contributions to the Plan shall commence with the first pay of the school year following acceptance of the Teacher's application.
 - (f) During the period of time the Teacher is on leave under the provisions of Article 19.2(a), payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of Semester I of the third (3rd) year of participation in the plan will be divided by the number of pays remaining to August 31 to arrive at the regular amount stipulated in Article 10 of the Agreement. After the last pay in August, any additional accumulated interest will be payable to the Teacher.
- 19.5** (g) During the year the Teacher is on leave under the provisions of Article 19.2 (b), payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of June will be divided by twenty-six

(26) to arrive at the regular payment as stipulated in Article 10 of the Agreement. At the end of the year's leave of absence, any additional accumulated interest will be payable to the Teacher.

19.6 Terms of Reference

(a) POSITION ON COMPLETION OF LEAVE

On return from the leave, a Teacher will normally be assigned to the same position (including any position of responsibility), except in the case of :

- (i) an accepted promotion;
- (ii) a requested and accepted transfer;
- (iii) a requested and accepted exchange;
- (iv) the elimination of the position held when the leave was granted. The assessment of this position is to be made on the basis of the staffing as it would have occurred had the Teacher remained in the school rather than taking the leave of absence. In the event that the position no longer exists, the Teacher will be governed by the provisions of Articles 32, 33 and 34 - Surplus, Redundant Teachers and Recall.

(b) EXPERIENCE, SICK LEAVE AND PENSION

- (i) Time spent on a leave shall count for seniority purposes but shall not count as teaching experience for salary purposes.
- (ii) The taking of a leave under this Plan shall not be considered as an interruption in service.
- (iii) Sick leave credits shall not accumulate during the time spent on leave.
- (iv) Pension deductions are to continue during the leave as provided for by the Teachers' Pension Plan Act.**

****NOTE:** The Act obliges the Board to deduct pension contributions for each year of the Teacher's participation in the Plan on the full salary that the Teacher would have earned had the Teacher not participated in the Plan.

- (c) Teachers declared redundant must withdraw from the Plan. In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible but no later than sixty (60) days after withdrawal from the Plan.

19.6 **(d)**

- (i) A Teacher may withdraw from the Plan any time prior to March 1st of the school year prior to the school year in which the leave is to be taken. Any exceptions to the aforesaid shall be by mutual consent of the individual and the Board administration. Repayment shall be as per Article 19.6 (c) provided that the Teacher pays to the Board an administrative fee of one hundred dollars (\$100.00), in advance, to cover the cost of withdrawing from the Plan.
- (ii) In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave and if the Teacher has been so notified by April 15th of the school year

prior to the school year in which the leave is to commence, the Board may defer the year of the leave. In this instance, a Teacher may choose to remain in the Plan or withdraw from the Plan and receive repayment within sixty (60) days of withdrawal without the payment of an administrative fee.

- (e) Should the Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.

ARTICLE 20 - EDUCATIONAL/PROFESSIONAL IMPROVEMENT LEAVE

- 20.1** Educational/Professional Improvement Leave shall be defined as a leave for individual Teachers for one (1) semester in a one (1) school year period, one (1) school year in a one (1) school year period or one (1) school year in a two (2) school year period. No more than two (2) of either type of leave will be granted to the same individual within any ten (10) year period.
- 20.2** An Educational Improvement Leave may be taken for:
 - (a) full-time or part-time study; or
 - (b) approved travel closely related to the Teacher's academic and professional studies, courses or teaching duties; or
 - (c) retraining for other areas of teaching qualifications; or
 - (d) approved related experience in business or industry.
- 20.3** A Professional Improvement Leave may be taken to:
 - (a) maintain or improve professional skills directly related to the Teacher's teaching duties; or
 - (b) develop or improve links with the business or educational community; or
 - (c) develop or improve student opportunities after graduation; or
 - (d) develop or improve school programs to suit the needs of future student employers.
- 20.4** Educational/Professional Improvement Leaves are subject to approval by the Executive Superintendent of Human Resource Services or designate and are governed by the following terms and conditions. The Teacher must have:
 - 20.4** (a) a commendable record of performance,
 - (b) at least (3) three years of continuous experience with the Board or predecessor Boards,
 - (c) presented an outline of plans with the initial application and a detailed plan before the leave is finally approved, and
 - (d) agreed to continue in the active employ of the Board after the completion of the leave portion of the individual EIL/PIL plan for a length of time at least equal to the period of the leave.
- 20.5.1** A Teacher shall make written application to the Executive Superintendent of Human Resource Services or designate on or before March 15, requesting permission to participate in the Educational/Professional Improvement Leave Plan for the following school year. Such application

shall specify the specific article under which the application is being made.

20.5.2 Written acceptance or denial of the request with explanation will be forwarded to the applicant normally by April 15 of the school year in which the request is made.

20.5.3 Applications received after March 15 may be considered for the following school year if to do so would assist in staffing for that school year.

20.6.1 A Teacher on Educational Improvement Leave shall be paid a salary to be established so that the total instructional salary costs paid to the Teacher on leave and the replacement Teacher are the same as would have been incurred by the Board had the Teacher on leave remained in the Teacher's assignment over the agreed upon period associated with the leave.

20.6.2 A Teacher on Professional Improvement Leave shall receive a salary from the Board to the extent that the total instructional salary costs paid to the Teacher on leave and the replacement Teacher are the same as would have been incurred by the Board had the Teacher on leave remained in the Teacher's regular assignment over the agreed upon period associated with the leave and limited so that when combined with the salary earned in gainful employment while on the leave, the total does not exceed one hundred percent (100%) of the salary that would have been received had the leave not been taken.

20.6.3 In calculating the cost of a replacement Teacher for a person on an Educational/Professional Improvement Leave, the salary at Category 3 Step 0 of the applicable grid in Article 9.1 will be used. (See Appendix B)

20.7 A Teacher absent on Educational/Professional Improvement Leave shall receive the normal increment in salary and any other current benefits (subject to conditions imposed by the Board's benefit carriers) for which the Teacher would have been eligible had the leave not been taken but excluding further accumulation during the period of the sick leave credits if on a one (1) year leave and accumulating only the credits accumulated on a pro-rata basis if the leave is for one (1) semester. The period of the leave shall be included in the determination of the Teacher's seniority and teaching experience.

NOTE: The Board can not make pension deductions during the period of the leave. A Teacher desiring to purchase pension credit for the period of the leave must do so by contacting the Ontario Teachers' Pension Plan Board directly.

20.8 A Teacher who fails to remain in the Board's employ for the period stipulated in Article 20.4 (d), or who does not complete the work undertaken, shall return to the Board on a pro-rata basis the salary and benefits paid during the leave.

20.9 Article 20.8 does not apply to Teachers who fail to complete the service requirement because they are receiving disability payments or because of death.

20.10 On return from an Educational/Professional Improvement Leave, a Teacher will normally be assigned to the same position, including any position of added responsibility, except in the case of:

- (a) an accepted promotion;
- (b) a requested and accepted transfer;
- (c) a requested and accepted exchange;
- (d) under circumstances or procedures that would have occurred even if the Teacher had not

taken the leave;

- (e) the elimination of the position held when the leave was granted. The assessment of this position is to be made on the basis of the staffing as it would have occurred had the Teacher remained in the school rather than taking the Educational/Professional Improvement Leave. In the event that the position no longer exists, the Teacher will be governed by the surplus and redundancy procedures of the Agreement currently in effect.

20.11 This plan, as currently constituted, shall cease to operate on 2000 August 31.

ARTICLE 21 - WORKING CONDITIONS

21.1 The provisions of Articles 21.2 to 21.4 shall apply for the 1999-2000 school year only. Should the Parties be unable to reach agreement on wording for Articles 21.2 to 21.4 to apply to the spring 2000 staffing process for the 2000-2001 school year by 2000 March 30, the Board may on or after 2000 April 01 proceed to generate the number of staff for its secondary schools, proceed with the staffing process and assign instructional time for the 2000-2001 school year in accordance with the requirements of the relevant legislation and Ministry Funding Model money which is specifically apportioned to secondary Teachers in the "Classroom Teachers", "Library and Guidance", "Preparation Time" and "Department Heads" lines of the Funding Model for 2000-2001 and money from any other line, if any, that the Board determines appropriate. The Parties acknowledge that in accordance with the provisions of Article 2.1 of the Agreement and Section 59 (2) of the *Ontario Labour Relations Act*, the Union may give notice in writing to the Board of its desire to commence bargaining on or after 2000 April 01 and apply for a conciliation officer thereafter.

21.2 For the 1999-2000 school year only, each full-time classroom Teacher (pro-rated for part-time classroom Teachers) shall be assigned twelve hundred and fifty (1250) minutes of instructional time per week on average during the school year. As part of the twelve hundred and fifty (1250) minutes, a Teacher will be required to perform one hundred and twenty-five (125) minutes per week on average of timetabled instructional duties, including on-calls, in areas which are credited towards a high school diploma or in special or remedial education programs or in provincially mandated programs. On-calls will be assigned equitably in accordance with the provisions of Articles 21.16 and 21.18.

21.3 For the 1999-2000 school year only, each full-time non-classroom Teacher (pro-rated for part-time non-classroom Teachers) shall be assigned twelve hundred and fifty (1250) minutes of professional duties per week on average during the school year. As part of the twelve hundred and fifty (1250) minutes a non-classroom Teacher will be required to perform on-calls assigned equitably in accordance with the provisions of Articles 21.16 and 21.18.

21.4 Non-instructional assignments shall be minimal and assigned equitably amongst the staff. Non-instructional assignments shall be monitored by the In-School Staffing Committee.

21.5 School Year

The school year shall be determined in accordance with the Act and Regulations. Union input shall be requested prior to finalization of the school year calendar. No Teacher shall be required to work before the start of the student's school year except in the case of a school year where the number of Instructional days required by the Act and Regulations plus the number of P.A. Days established by the statutory maximum cannot be accommodated within the student's normal school year. Any work performed outside of the parameters set out above shall be on a voluntary basis.

21.6 Instructional Time

Effective the 1999-2000 school year and in the absence of any Act or Regulation to the contrary, the normal expectation of the Parties is an instructional day of three hundred (300) minutes. It is recognized that special rules will apply for Special Education and Section 27. Any other exceptions to this provision will be referred to the Labour Management Committee for resolution.

TIME FOR TRAVELING AND TRAVELING EXPENSES

- 21.7** A Teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between locations as determined by the Parties.
- 21.8** Travel time for Teachers covered by Article 21.9 shall be exclusive of preparation time and when it occurs during the lunch period it shall be exclusive of the forty (40) minute lunch period unless otherwise agreed by the Parties.
- 21.9** Reimbursement for kilometers traveled shall be paid to an itinerant Teacher, Co-operative Education Teacher, Learning Coordinator or Special Assignment Teacher who is required by the Board to travel between schools or worksites on a regular basis in the performance of the normally assigned duties.
- 21.10** The kilometrage reimbursement shall be calculated at the rate established in accordance with Board policy/procedure.

TEACHER ABSENCE

Articles 21.11 and 21.12 are subject to the provisions of Article 21.18.

- 21.11** The only Teacher absences covered by Occasional Teachers will be those due to illness, except the second Teacher absence due to illness, on any given day at a given school.
- 21.12** The second absence due to illness on any given day will be covered with on-calls.
- 21.13** To be covered by an Occasional Teacher, notification of the illness to the designated Principal or Vice Principal must be given at least ninety (90) minutes prior to the start of the school day.
- 21.14** If an Occasional Teacher would not normally be called nor on-calls assigned to cover for an ill Teacher, the absence of that Teacher will not be counted in the total of Teacher absences for purposes of the second absence provision in Article 21.12.
- 21.15** If a Teacher is absent for more than five (5) consecutive days due to illness, the sixth (6th) and subsequent consecutive absences will not be counted in the total of Teacher absences for purposes of the second absence provision of Article 21.12.
- 21.16** All other Teacher absences not identified in Articles 21.11 to 21.15 will be covered with the use of on-calls.
- 21.17** The only exceptions to Article 21.16 will be for the coverage of Teacher absences as a result of Board Office approval, a Board Office initiative or leaves of absence granted under Articles 18.13, 18.14 and 18.15. In such cases, the cost of the Occasional Teacher will be covered by the appropriate account(s).
- 21.18** A review by the Secondary Staffing Committee of the status of the plan for the use of Occasional Teachers will occur by December 01 and February 15 to determine the usage of Occasional Teacher

funds. Adjustments to the provisions in Articles 21.11 and 21.12 for the use of Occasional Teachers, may be made, if required, to achieve the targeted expenditure for Occasional Teachers.

ARTICLE 22 - MEDICAL PROCEDURES - PUPILS

- 22.1** The Board shall not require any Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Teacher to the risk of injury or liability for negligence.
- 22.2** It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

- 23.1** The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act and Regulations*, as they may be amended from time to time.

ARTICLE 24 - VIOLENCE PREVENTION

- 24.1** The Board agrees to establish a committee with Union representation to develop a system-wide policy and procedures to address the prevention of violent behaviour and the management of violent situations.

ARTICLE 25 - HARASSMENT

- 25.1** In order to provide an environment free of harassment, the Board agrees to establish a committee with Union representation. This committee will develop a system-wide policy and internal complaint procedures on harassment consistent with the *Human Rights Code*. After the first year of implementation of the new policy, the committee will meet to review, and if necessary, revise the policy and procedures.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT

26.1 Professional Development Committee

Effective 1999 September 01, there shall be a professional development committee composed of up to three (3) Union representatives and up to three (3) academic Supervisory Officers or designates to examine and discuss a program that would include:

- attending professional conferences
- attending workshops
- local curriculum development
- other professional activities
- administration of the funds.

26.2 Professional Activity Days

Prior to March 15, the professional development committee shall meet to discuss the use and distribution of Professional Activity Days designated by the Board in accordance with the Regulations for the following school year.

26.3 Professional Development Expenses

The Board shall reimburse Teachers for all reasonable expenses connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher at the request of the Board.

ARTICLE 27 - POSITIONS OF ADDED RESPONSIBILITY

Learning Co-ordinators

- 27.1** The term for a Learning Co-ordinator shall be for one (1) to four (4) years, with the possibility of renewal, in accordance with the posting for the specific position. Renewal of a position is not automatic and is to be determined in accordance with the needs of the system.
- 27.2** By March 31 of the year in which the term of a Learning Co-ordinator is scheduled to end, the Learning Co-ordinator will be advised as to whether his/her position is being renewed and, if such is the case, the length of the renewal which will be from one (1) to four (4) years in duration.
- 27.3** Should the position of an individual Learning Co-ordinator not be renewed or should the Learning Co-ordinator relinquish the position of Learning Co-ordinator effective the end of the school year or should the work of the Learning Co-ordinator be determined to be unsatisfactory, the Teacher holding the position of Learning Co-ordinator shall have the right to return to a position equivalent to that held prior to assuming the position of Learning Co-ordinator should such a position exist.
- 27.4** Should the Learning Co-ordinator be eligible to return to a Department Head, Assistant Head, Athletic Co-ordinator or Computer Facilitator position, the Learning Co-ordinator will have the right to exercise the following options:
- (a) prior to the effective conclusion of the first term of a Learning Co-ordinator, the Learning Co-ordinator may return to an Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - (b) the first right to any vacant Athletic Co-ordinator position, Computer Facilitator position or vacant Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - (c) if the Learning Co-ordinator opts not to exercise the applicable option contained in either Article 27.4 (a) or 27.4 (b), the Learning Co-ordinator will return to a teaching position in the school where s/he was last placed unless, by mutual agreement, the Learning Co-ordinator accepts an Administrative Transfer to a vacant position in another school. Such Teacher shall be placed on a re-call list for future vacancies for the position of Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head in the subject area previously held, as the case may be, and shall have the right to refuse two re-calls before being removed from the re-call list. During the time on re-call, the Teacher will not receive any responsibility allowance.
- 27.5** A Learning Co-ordinator not covered by the provisions of Article 27.4 shall return to a teaching position in the school where s/he was last placed unless, by mutual agreement, the Teacher accepts an Administrative Transfer to a vacant teaching position in another school.
- 27.6** Evaluations of Learning Co-ordinators will be performed primarily by the Learning Supervisors but may also involve the appropriate Superintendent.

Transition

- 27.7** Teachers who held the position of Learning Co-ordinator on 1998 September 01 or who assumed the duties of the position prior to 1999 June 30 shall continue to hold the position until 2000 August 31 unless such individual was appointed either for a term of a shorter duration or a term that extends beyond that date, in which case the term of appointment shall apply to that individual.
- 27.8** No later than 2000 March 31 each Learning Co-ordinator for whom Article 27.7 applies will be advised as to whether his/her position is being renewed and, if such is the case, the length of the renewal which will be from one (1) to four (4) years in duration.
- 27.9** A Learning Co-ordinator who is offered and accepts a renewal under the provisions of Article 27.8 will be subject to the applicable provisions of Articles 27.2 to 27.5 at the conclusion of that renewal.
- 27.10** Should the position of an individual Learning Co-ordinator not be renewed or should the Learning Co-ordinator relinquish the position of Learning Co-ordinator effective the end of the 1998-99 or 1999-2000 school year or should the work of the Learning Co-ordinator be determined to be unsatisfactory, the Teacher holding the position of Learning Co-ordinator shall have the right to return to a position equivalent to that held prior to assuming the position of Learning Co-ordinator should such a position exist.
- 27.11** A Learning Co-ordinator who is eligible to return to a Department Head, Assistant Head or Athletic Co-ordinator position and opts to relinquish his/her Learning Co-ordinator position and return to a school for 1999 September 01 will have the right to exercise the following options:
- (a) the first right to any vacant Athletic Co-ordinator position, Computer Facilitator position or vacant Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - (b) if and only if no vacancy exists as set forth in Article 27.11 (a), the right to bump the Teacher with the lowest seniority in an Athletic Co-ordinator position, Computer Facilitator position or Department Head or Assistant Head position previously held in the subject area, as the case may be, and receive the allowance for that position,
 - (c) if the Learning Co-ordinator opts not to exercise the applicable option contained in either Article 27.11 (a) or 27.11 (b), the Learning Co-ordinator will return to a teaching position in the school where s/he was last placed unless, by mutual agreement, the Learning Co-ordinator accepts an Administrative Transfer to a vacant position in another school. Such Teacher shall be placed on a re-call list for future vacancies for the position of Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head in the subject area previously held, as the case may be, and shall have the right to refuse two re-calls before being removed from the re-call list. During the time on re-call, the Teacher will not receive any responsibility allowance.
- 27.12** A Learning Co-ordinator not covered by the provisions of Article 27.11 who opts to relinquish his/her Learning Co-ordinator position and return to a school for 1999 September 01 will have the right to the provisions set forth in Article 27.5.
- 27.13** A Learning Co-ordinator who is eligible to return to a Department Head, Assistant Head, or Athletic Co-ordinator position and opts to relinquish his/her Learning Co-ordinator position and return to a school for 2000 September 01 and so declares by 1999 May 31, will have the first right to any vacant Athletic Co-ordinator position or vacant Department Head or Assistant Head position in the subject area previously held, as the case may be, that exists for 1999 September 01 and assume the position on 2000 September 01. Should such a selection be made, an acting appointment will be made to the position for the 1999-2000 school year.

- 27.14** A Learning Co-ordinator not covered by Articles 27.11 and 27.13 inclusive who is eligible to return to a Department Head, Assistant Head or Athletic Co-ordinator position for 2000 September 01 will have the right to exercise the options set forth in Article 27.4.
- 27.15** A Learning Co-ordinator not covered by the provisions of Articles 27.11 to 27.14 inclusive shall return to a teaching position in the school where s/he was last placed unless, by mutual agreement, the Learning Co-ordinator accepts an Administrative Transfer to a vacant teaching position in another school.

Department Heads/Assistant Department Heads

- 27.16** The duties of a Teacher in a Department Head position are as follows:

SCHOOL-BASED DUTIES

The Department Head of an organizational unit reports to the Principal and advises the Principal, in conjunction with all other Department Heads, on the development of school policies and procedures.

DUTIES WITHIN THE ORGANIZATIONAL UNIT

- (a) Assist the Program Department in co-ordinating the curriculum process and curriculum resources.
 - (b) Provide input to the Principal on personnel, program offerings and timetable priorities.
 - (c) Ensure development and distribution of all expectations concerning student classroom responsibilities and learning and evaluation policies.
 - (d) Support Teachers and encourage exemplary practices.
 - (e) Assist with the development and implementation of school-based budget policies and procedures.
 - (f) Co-ordinate adherence to Board recognized health and safety procedures.
- 27.17** In order to qualify for a Department Head position for a subject or subject association, a Teacher's Ontario Certificate of Qualification must have an area of emphasis or at least an additional qualification part one in the subject or one of the subjects in a subject association. Such a Teacher must have a 1.0 FTE teaching timetable.
- 27.18** Subject departments are arranged in subject associations. A subject department shall have a department head position if the number of lines assigned to that subject meet the criteria for any of the levels of headship. Where a subject does not meet the criteria for a level one headship, it will be grouped with another subject(s) in the subject association to create a subject grouping that meets the criteria for one of the levels of headship. The head of a subject association will be responsible for representing all subject areas in the association not qualifying for a subject headship. The Principal, in consultation with the In-School Staffing Committee, shall determine the qualifying departments and the corresponding associations for non-qualifying subject areas where the model

seems inappropriate. Situations which deviate from the model must be approved by the Central Staffing Committee.

27.19 Allowances for subject or subject associations will be based on the number of lines (periods) allocated to courses in the subject or subject association. There will be a head of a department for a subject or subject association that at least meets the number of lines criteria for a level one headship.

27.20 A Teacher can only be the head of one (1) subject area or subject association in any given year.

27.21 The criteria for heads of subject departments or subject associations shall be as follows:

Level One 7 to 17 lines

Level Two 18 to 29 lines

Level Three 30 to 41 lines

Level Four 42 lines or more.

27.22 Notwithstanding Article 27.21, where a school has less than seven lines allocated to Guidance and/or Library, there shall be a Level One Head of Guidance and/or Library.

27.23 Subjects to which headships may be assigned and the subject associations in which each is grouped are as follows:

The Arts	Dance/Drama Music Visual Arts
Student Services	Guidance Co-Operative Education Special Education
English	English English-as-a-Second Language
Languages	French Classics International Native French Immersion
Mathematics	
Science	
Social Sciences	Family Studies (includes Sociology, Psychology, Anthropology) History (including Economics, Law, Politics) Geography
Health and Physical Education	

Business Studies

Broad-Based Technology

Teacher Librarian

27.24 In schools where there are programs that deliver a wide variety of offerings and congregate students from a large area, there will be an assistant head position assigned to such programs. Schools which qualify for such positions in 1999-2000 are:

27.24	Arthur Voaden	technical studies
	Clarke Road	technical studies
	H.B. Beal	technical studies
	H.B. Beal	vocational art
	Saunders	technical studies
	Sir George Ross	technical studies
	Thames	technical studies.

Programs that qualify for such positions will be reviewed annually by the Secondary Staffing Committee.

27.25 Year-to-year fluctuations in department size causing a change in the current head entitlement will be identified by the In-School Staffing Committee and a recommendation for resolution will be submitted to the Central Staffing Committee for a final decision.

27.26 Any head who loses a headship by virtue of the subject or subject grouping falling below the Level One criteria, shall retain rights of recall to that headship when the criteria are met. While retaining rights to the headship, the headship allowance will not be paid.

27.27 If a headship becomes vacant after June 15 during a school year, the headship will be filled on an acting basis by a qualified Teacher within the school until the end of the school year. A Teacher in an acting position will be paid the appropriate responsibility allowance.

27.28 The level that a headship qualifies for, as defined in Article 27.21, can vary from year-to-year depending on the number of lines in the subject or subject grouping. The allowance will be based on the number of lines in the subject or subject grouping as at the May 31 timetable projections. November 15 section numbers will be used to verify the number of lines in each headship. Where the number of lines falls below or above the projected number of lines and the difference impacts on the level of headship, the allowances paid will be adjusted accordingly.

27.29 Department Head Vacancies

(a) Teachers interested in applying for a Headship or Assistant Headship must apply to the Superintendent responsible for secondary school staffing by February 15 each year. The Teacher must indicate the position and the schools or area desired.

(b) Current Heads who are interested in a transfer to a headship in another school must apply to the Superintendent responsible for secondary school staffing by February 15 each year. The Head must indicate the position and the schools or area desired.

(c) Assistant Heads who are interested in a headship or a transfer to another Assistant Headship must apply to the Superintendent responsible for secondary school staffing by February 15 each year. The Assistant Head must indicate the position and the schools or area desired.

- (d) A pool of candidates will be created based on the applications received. As vacancies become known, Principals will select candidates for interviews from the pool of candidates. Current Heads who have applied for transfer to a school must be given an interview for the Headship vacancy, if one occurs, at that school. Current Assistant Heads who have applied for transfer to a school must be given an interview for the Assistant Headship vacancy, if one occurs, at that school.
- 27.30** Teachers scheduled to hold permanent Department Head or Assistant Head positions in the next school year will be protected from being declared surplus to their school but not from being declared redundant to the system.
- 27.31** The implementation plan contained in the Letter of Intent will be used to place Teachers in responsibility positions listed in Articles 27.23 and 27.24 for 1999 September 01. The model contained in Articles 27.16 to 27.32 will be in place for the 1999-2000 school year and be subject to review for the 2000-2001 school year. Unless otherwise agreed by the Parties, the cost of this structure shall not exceed the Ministry Funding Model line for Department Heads.

Computer Facilitator

- 27.32** There shall be a Computer Facilitator in schools of greater than 700 FTE pupil enrolment. The Computer Facilitator reports to the Principal and assists departments that have computer-assisted learning with curriculum development and applications to maximize the use of computer resources within the school. The Computer Facilitator should not normally be the school's computer site administrator.

Athletic Co-ordinator

- 27.33** There shall be an Athletic Co-ordinator in each school except for Annandale, Thames and Sir George Ross. The Athletic Co-ordinator reports to the Principal and will assist in the organization and running of the extra-curricular athletic program by, amongst other things, ordering buses, ensuring that necessary officials are obtained, ensuring the facilities are ready on game-day, assisting in making decisions related to eligibility and assisting in the planning for the co-ordination of Thames Valley extra-curricular athletics for future years.

The Athletic Co-ordinator shall not hold any position of responsibility in the school.

ARTICLE 28 - SENIORITY

- 28.1** Articles 28.1 to 28.5 inclusive apply to Teachers on Secondary Contracts with the predecessor Boards to the Thames Valley District School Board effective 1997 December 31, including secondary Teachers on leaves of absence or on exchange as of that date. It is the intent that those articles ensure that all secondary Teachers employed by the predecessor school boards at the time of amalgamation will retain at least the years of seniority that they had accumulated up to 1997 December 31. The purpose of the calculations in Articles 28.2 to 28.5 inclusive is to ensure that no Teacher has fewer years of seniority than s/he would have had, had s/he been employed by one of the four boards that have formed the Thames Valley District School Board, other than the one by which they were employed on 1997 December 31. It is an attempt to harmonize the method of calculating seniority for all Teachers.
- 28.2** For the purposes of Article 28, the following definitions apply:
- (a) Predecessor Board - shall mean the employing board (Elgin, London, Middlesex or Oxford) on 1997 December 31.

- (b) Contract - shall mean a permanent or probationary contract.
- (c) Time under contract - shall mean the time in years that a Teacher is employed under a permanent or probationary contract of any FTE equivalence (assumes no pro-rating). Part-time teaching experience while a Teacher is under contract with Thames Valley District School Board (or the predecessor Board) shall be considered as equal to the amount of time under contract that would have accumulated had the Teacher been employed on a full-time basis. For seniority purposes only, part-time teaching means part-year teaching while under contract or part-time teaching all year while under contract.
- 28.2** (d) Teaching Time - shall mean the sum total of all FTE equivalent placements (assumes pro-rating).
- 28.3** For Teachers on secondary contract with a predecessor Board on 1997 December 31 including secondary Teachers on leaves of absence or on exchange as of that date, seniority shall be determined as:
- (a) total time under a contract with the predecessor Board plus,
- (b) total time under a contract with an Ontario School Board other than the predecessor Board, multiplied by a factor of one-half (0.5), plus
- (c) continuous time under a secondary contract with the Thames Valley District School Board.
- 28.4** For Article 28.3 (a) and (b), all contracts for the first year of teaching are assumed to have begun on September 01.
- 28.5** For Article 28.3 (a) and (b), the first full school year on unpaid leave of absence shall be credited as one (1) year for seniority purposes. Additional full school year unpaid leaves of absence shall not receive credit for seniority purposes.
- 28.6** For Teachers hired after 1997 December 31 but before 1998 September 01, seniority shall be determined as:
- (a) total time under a secondary contract with the most recent employer if it is one of Elgin, Oxford, Middlesex or London Boards of Education, plus
- (b) total time under a secondary contract with Elgin, Oxford, Middlesex and London Boards of Education other than the most recent employer, multiplied by a factor of one-half (0.5), plus
- (c) total time under a secondary contract from the date of last appointment with the Thames Valley District School Board.
- 28.7** For Teachers hired on contract for work commencing 1998 September 01, seniority shall be determined as time under a secondary contract from the date of last appointment with the Thames Valley District School Board.
- 28.8** As of 1998 January 01, approved absences including layoff with recall rights will be considered time under contract.
- 28.9** Tie Breakers
- If seniority is identical on 1997 December 31, or under Articles 28.6 or 28.7, the following tie breakers shall be used in order:

- (a) total time under secondary contract with the Thames Valley District School Board and Elgin, Oxford, London and Middlesex,
- 28.8** (b) total FTE equivalent secondary teaching time in the Thames Valley District School Board and Elgin, Oxford, London and Middlesex,
- (c) total time under contract in Ontario,
- (d) by lot in a manner to be determined by the Board and Union.
- 28.10** The seniority rights of a Teacher shall cease for any one (1) of the following reasons:
 - (a) the Teacher resigns,
 - (b) the Teacher retires,
 - (c) the Teacher is discharged for cause and such discharge is not reversed through the grievance/arbitration process,
 - (d) the Teacher ceases to be employed under a secondary contract.

Seniority List

- 28.11** By December 31 of each year, the Board shall prepare, publish and post in each staff room a seniority list updated to September 01 of the current year. The seniority list shall list Teachers from the most senior to the least senior according to the seniority as determined in Articles 28.1 to 28.10.
- 28.12** The list shall include the name and location of each Teacher and shall show separately each determinant used in calculating seniority as defined in Articles 28.1 to 28.10.
- 28.13** The Union shall also be provided with a copy of such a list.
- 28.14** A Teacher's placement on the seniority list must be verified by the Teacher each year before the final seniority list is published. Errors in the calculation of a Teacher's seniority shall be brought to the attention of the Board and the Union by the Teacher within thirty (30) working days of posting or the list shall be deemed correct.
- 28.15** This list shall apply to all permanent and probationary contract Teachers.

ARTICLE 29 - SECONDARY STAFFING COMMITTEE

- 29.1** A Secondary Staffing Committee, composed of two (2) Superintendents or designates, one (1) of whom shall be the voting Chairperson, two (2) Principals, and four (4) members of OSSTF District 11, shall be established by February 15 of each school year.
- 29.2** The Committee shall provide input to Senior Administration on the following matters no later than April 07 unless the date on which Funding Formula information from the Ministry of Education and Training is released is such that the task can not be completed.
 - (a) Projected F.T.E. Enrolment for the following school year in accordance with relevant Ministry of Education and Training grant calculation guidelines and Average Daily Enrolment calculation dates and Board projected enrolment data.
- 29.2** (b) Total Complement of OSSTF Teachers, excluding Learning Co-ordinators, Continuing

Education Teachers and Occasional Teachers, to be assigned to the secondary panel for the following school year in accordance with the funds provided for secondary Teachers under the Ministry of Education and Training's Funding Formula and the Agreement.

- (c) Amount of Time that secondary classroom Teachers are assigned in accordance with Section 170.2 of the *Education Act* (Minimum Teaching Time), any applicable Regulation and the Agreement.
- (d) Achievement of the Average Class Size provision of Section 170.1 of the *Education Act* and any applicable Regulation.
- (e) Allocation of OSSTF Teachers to each Secondary School and other Worksites, recognizing the unique needs of individual schools, such that the total staff allocated including any holdback, equals the total number generated.
- (f) The Committee shall receive by April 30, the names of all Teachers declared surplus to their schools.
- (g) The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared surplus and render a final and binding decision on the surplus status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Executive Superintendent of Human Resource Services shall render a final and binding decision which is neither grievable nor arbitrable.
- (h) The Committee shall receive by May 31 the names of all Teachers declared redundant to the system.
- (i) The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared redundant and render a final and binding decision on the redundant status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Executive Superintendent of Human Resource Services shall render a final and binding decision. The decision of the Executive Superintendent is subject to the grievance/arbitration process.
- (j) The Committee shall be provided with a copy of each Teacher's timetable for the school year by September 30.
- (k) The Committee shall review the distribution of instructional time to teaching staff within each school once a semester and provide input to the Senior Administration on such distribution.
- (l) The Committee may provide input to the Senior Administration on the procedures for secondary staffing.

ARTICLE 30 - IN-SCHOOL STAFFING COMMITTEE

- 30.1** An In-School Staffing Committee, composed of the Principal, one (1) Vice-Principal and two (2) federation representatives shall be established in each school for the school year. OSSTF District 11 shall advise the Principal of each school of the names of the two (2) federation representatives for that school for the school year by September 15. For the 1998-99 school year, OSSTF District 11 shall advise the Principal of the names of the two (2) federation representatives by 1999 February 15.
- 30.2** The Committee will meet regularly and report to the Teaching staff when it is appropriate to do so.

- 30.3** For the spring staffing process, the Committee shall provide input to the Principal or Secondary Staffing Committee, as appropriate, on the matters set forth in Articles 30.3(a) to (c) inclusive:
- (a) A request for staff based on the projected enrolment for the school, the program needs as generated by student option sheets, the unique needs of the school and the criteria established by the Ministry of Education and Training funding formula, before the Principal submits a detailed request for staff to the Secondary Staffing Committee, on or before the first Friday following the conclusion of March Break.
 - (b) The allocation of the instructional time to each classroom Teacher.
 - (c) The allocation of the assigned time to each Teacher.
- 30.4** In addition, the Committee shall:
- (a) Prior to April 25, review any potential surplus Teacher declarations and provide input to the Principal before the Principal declares any Teacher surplus to the school.
 - (b) Prior to April 25, provide input to the Principal on school program needs before the Principal declares vacant positions in the school.
 - (c) For staffing matters other than those addressed in Article 30.3 that arise during the school year, provide input to the Principal or Secondary Staffing Committee, as appropriate.
 - (d) Provide school input on decisions arising from recommendations of the Secondary Staffing Committee and/or to the Secondary Staffing Committee.
- 30.5** Nothing in Articles 30.1 to 30.4 inclusive precludes the Principal from seeking input from department heads, individually or as a group of department heads, on the staffing needs of the school.
- 30.6** For staffing purposes, a Teacher on a leave of absence of one (1) school year or less shall be considered to be on the staff of the school at which s/he last taught. Time spent on the statutory leave period of a pregnancy, parental or adoption leave shall not count as part of the one (1) year leave of absence referred to above.
- 30.7** For staffing purposes, a Teacher who transferred to replace a Teacher on a one (1) school year leave of absence shall be considered as part of the staff of his/her previous school in the subsequent year.
- 30.8** For staffing purposes, a Teacher returning from a reciprocal transfer shall be considered as part of the staff of the school of which s/he was a member immediately prior to the transfer.

ARTICLE 31 - TRANSFERS

31.1 Reciprocal Transfers

Teachers who wish to be considered for a reciprocal transfer with another Teacher for September 01 shall apply on the Reciprocal Transfer Form to the Superintendent of Education with secondary school staffing responsibilities by February 15 so that their names can be included on the System Reciprocal Transfer List.

- 31.2** Applicants for reciprocal transfers shall specify the specific school(s), grade(s) and/or subject area(s)

to which they wish to transfer as well as indicate the current position held, their qualifications and any qualifications required for the current position held.

- 31.3** The system list of all Teachers requesting a reciprocal transfer shall be posted in all secondary schools and workplaces by March 01.
- 31.4** The purpose of the System Reciprocal Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Reciprocal Transfer List to discuss the feasibility of a reciprocal transfer in accordance with Article 31.6.
- 31.5** Reciprocal transfers shall receive priority consideration insofar as possible during the staffing process.
- 31.6** Each pair of Teachers and their receiving Principals shall agree to the reciprocal transfer before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently on the "under review" or similar process or currently teaching on a Letter of Permission. A Teacher may not enter into a reciprocal transfer if that Teacher is unqualified for the position sought. The parties shall advise the Superintendent of Education with secondary school staffing responsibilities in writing of their agreement on the reciprocal transfer proposal. Written approval will be provided by the Superintendent of Education with secondary school staffing responsibilities to the Teachers and Principals with a copy forwarded to the Human Resource Services Department. Once the reciprocal transfer is confirmed the Teachers shall complete the reciprocal transfer, subject to Article 31.8
- 31.7**
- (a) Should a proposed reciprocal transfer be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.
 - (b) A Teacher wishing to appeal the decision to deny a requested reciprocal transfer shall request a meeting with the Principal responsible for the denial and a Union representative to discuss the rationale for the decision and attempt to resolve the matter.
 - (c) Should the matter not be resolved to the Teacher's satisfaction in the meeting as specified in Article 31.7 (b), the Teacher may request an additional meeting with the Principal responsible for the denial, a Union representative and the Superintendent of Education responsible for secondary school staffing in an attempt to resolve the matter. The decision of the Superintendent shall be final.
- 31.8** Any previously arranged reciprocal transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.
- 31.9** If a Teacher involved in a reciprocal transfer arrangement accepts a promotion, resigns, retires or experiences a change in employment status after the transfer has taken effect, the reciprocal transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of Articles 31.10, 31.11 and 31.12 or 31.13 and 31.14, whichever are applicable, shall apply for the remaining partner.
- 31.10** At the end of the first school year, the pair of Teachers shall return to their original schools if:
- (a) they have not had their reciprocal transfers made permanent in accordance with Article 31.11; or
 - (b) they have not received an extension in accordance with Article 31.12.

- 31.11** A reciprocal transfer may be made permanent during the first year of the reciprocal transfer if the pair of Teachers and the Principals agree. The Parties shall advise the Superintendent of Education with secondary school staffing responsibilities in writing during the month of January of the first year of the reciprocal transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Education to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department.
- 31.12** A reciprocal transfer may be extended for a second year if the pair of Teachers and their Principals agree. The parties shall advise the Superintendent of Education with secondary school staffing responsibilities in writing during the month of January of the first year of the reciprocal transfer of their desire to extend the transfer. Written approval will be provided by the Superintendent of Education with secondary school staffing responsibilities to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department.
- 31.13** At the end of the second year, the pair of Teachers shall either return to their original schools or, with the agreement of the receiving Principals, have their transfers made permanent in accordance with Article 31.14
- 31.14** The Teachers shall advise the respective Principals and the Superintendent of Education with secondary school staffing responsibilities in writing during the month of January of the second year of the reciprocal transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Education to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department.
- 31.15** At the conclusion of a reciprocal transfer, a Teacher may apply for another reciprocal transfer or a regular Teacher Initiated Transfer.

Cross-Panel Transfers

- 31.16** Cross-panel transfers are reciprocal transfers between a Teacher from the secondary panel and a Teacher from the elementary panel. Teachers who undertake a cross-panel transfer to the elementary panel shall continue to receive salary and benefits, pay union dues and assessments, and accumulate seniority in accordance with the provisions of the Agreement. Working conditions will be established in the collective agreement between the Thames Valley District School Board and the Elementary Teachers' Federation of Ontario - Thames Valley Local.

NOTE: OTF bylaws preclude a cross-panel transfer from extending beyond two (2) school years.

- 31.17** Teachers who wish to be considered for a cross-panel transfer with another Teacher for September 01 shall apply on the Cross-Panel Transfer Form to the Superintendent of Education with secondary school staffing responsibilities by February 15 so that their names can be included on the System Cross-Panel Transfer List.
- 31.18** Applicants for cross-panel transfers shall specify the specific school(s), grade(s) and/or subject area(s) to which they wish to transfer as well as indicate the current position held, their qualifications and any qualifications required for the current position held.
- 31.19** The system list of all Teachers requesting a cross-panel transfer shall be posted in all secondary schools and workplaces by March 01.
- 31.20** The purpose of the System Cross-Panel Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Cross-Panel Transfer List to discuss the feasibility of a cross-panel transfer in accordance with Article 31.22.

- 31.21** Cross-panel transfers shall receive priority consideration insofar as possible during the staffing process.
- 31.22** Each pair of Teachers and their receiving Principals shall agree to the cross-panel transfer before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently on the "under review" or similar process or currently teaching on a Letter of Permission. A Teacher may not enter into a cross-panel transfer if that Teacher is unqualified for the position sought. The parties shall advise the Superintendent of Education with secondary school staffing responsibilities in writing of their agreement on the cross-panel transfer proposal. Written approval will be provided by the Superintendent of Education with secondary school staffing responsibilities to the Teachers and Principals with a copy forwarded to the Human Resource Services Department. Once the cross-panel transfer is confirmed the Teachers shall complete the cross-panel transfer, subject to Article 31.24
- 31.23** (a) Should a proposed cross-panel transfer be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.
- (b) A Teacher wishing to appeal the decision to deny a requested cross-panel transfer shall request a meeting with the Principal responsible for the denial and a Union representative to discuss the rationale for the decision and attempt to resolve the matter.
- (c) Should the matter not be resolved to the Teacher's satisfaction in the meeting as specified in Article 31.23 (b), the Teacher may request an additional meeting with the Principal responsible for the denial, a Union representative and the Superintendent of Education responsible for secondary school staffing in an attempt to resolve the matter. The decision of the Superintendent shall be final.
- 31.24** Any previously arranged cross-panel transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.
- 31.25** If a Teacher involved in a cross-panel transfer arrangement accepts a promotion, resigns, retires or experiences a change in employment status after the transfer has taken effect, the cross-panel transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of Articles 31.26, 31.27 and 31.28 or 31.29 and 31.30, whichever are applicable, shall apply for the remaining partner.
- 31.26** At the end of the first school year, the pair of Teachers shall return to their original schools if:
- (a) they have not had their cross-panel transfers made permanent in accordance with Article 31.27; or
- (b) they have not received an extension in accordance with Article 31.28.
- 31.27** A cross-panel transfer may be made permanent during the first year of the cross-panel transfer if the pair of Teachers and the Principals agree. The Parties shall advise the Superintendent of Education with secondary school staffing responsibilities in writing during the month of January of the first year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Education to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department. Teachers who have a cross-panel transfer made permanent will be subject to the seniority provisions of the Collective Agreement for the panel to which they transfer.

- 31.28** A cross-panel transfer may be extended for a second year if the pair of Teachers and their Principals agree. The parties shall advise the Superintendent of Education with secondary school staffing responsibilities in writing during the month of January of the first year of the cross-panel transfer of their desire to extend the transfer. Written approval will be provided by the Superintendent of Education with secondary school staffing responsibilities to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department.
- 31.29** At the end of the second year, the pair of Teachers shall either return to their original schools or, with the agreement of the receiving Principals, have their transfers made permanent in accordance with Article 31.30.
- 31.30** The Teachers shall advise the respective Principals and the Superintendent of Education with secondary school staffing responsibilities in writing during the month of January of the second year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Education to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department. Teachers who have a cross-panel transfer made permanent will be subject to the seniority provisions of the Collective Agreement for the panel to which they transfer.
- 31.31** At the conclusion of a cross-panel transfer, a Teacher may apply for a reciprocal transfer or a regular Teacher Initiated Transfer. After a return to the Teacher's panel of a least one (1) year, the Teacher may apply for another cross-panel transfer.

Administrative Transfers

- 31.32** Under special circumstances, administration may transfer a Teacher, in accordance with the Administrative Transfer Procedures for Secondary Teachers, to another secondary school after consultation with the Teacher, the Teacher's current Principal and the receiving Principal.
- Administration will review these Administrative Transfer Procedures with the Union annually.
- 31.33** An administrative transfer will normally not increase the distance traveled by the Teacher from the original residence to the new school by more than forty (40) km.
- 31.34** Administrative transfers shall be effected first in the staffing process.
- 31.35** Any transfers resulting from the application of Article 32 (Surplus), Article 33 (Redundant Teachers), Article 34 (Recall), Articles 31.1 to 31.15 (Reciprocal Transfers), Articles 31.16 to 31.31 (Cross-Panel Transfers), Articles 31.36 to 31.41 (Teacher Initiated Transfers) and Article 36.1 (Increased Time Requests) shall not constitute an Administrative Transfer.

Teacher Initiated Transfers

- 31.36** Teachers who wish to be considered for transfer to another school for September 01 shall apply to the Superintendent of Education with secondary school staffing responsibilities by February 15. Such application must be made using the Board Request for Transfer form and is valid only in the current staffing process.
- 31.37** Applications for transfer shall specify the specific school(s), grade(s) and/or subject area(s) to which the Teacher wishes to transfer as well as indicate the current position held and the Teachers's qualifications.
- 31.38** Part-time Teachers who apply for transfer cannot increase their teaching time entitlement solely through the transfer process.

- 31.39** When a vacancy occurs and there is more than one (1) Teacher interested in transferring to the same school in the same subject area, the Principal will initiate an interview process to select a Teacher for the position. Seniority should be a consideration in the selection for interview.
- 31.40** When there is only one (1) Teacher interested in transfer to a school in a subject area, the Principal will consult with the Teacher to determine the appropriateness of the proposed timetable as compared with the Teacher's qualifications. Subject to the approval of the receiving Principal, the Teacher is expected to accept the offer of transfer.
- 31.41** Under normal circumstances, the transfer process will end after two (2) rounds of vacancies.

ARTICLE 32 - SURPLUS TEACHERS

Surplus Declarations

- 32.1** Should the number of Teachers on the staff of a school be greater than the number assigned to the school, the Principal will declare the requisite number of Teachers surplus to meet the assigned complement.
- 32.2** Should there be a need for the Principal to make a surplus declaration, qualifications required to address program needs in a school will be based on the Act and Regulations.
- 32.3** Should there be a need for the Principal to make a surplus declaration, the least senior Teacher(s) will be declared surplus providing the program needs of the school can be met. A Teacher will not be declared surplus if to do so would mean that the program needs of the school cannot be met.
- 32.4** The Principal shall meet with each Teacher declared surplus to the school within seven (7) days of surplus lists being reviewed by the Secondary Staffing Committee. The Principal will provide the Teacher with an explanation of the decision, a letter stating that the Teacher is surplus to the needs of the school, and a Request for Transfer form. The Teacher will complete and return the Request for Transfer form within forty-eight (48) hours. The Principal will submit the form to the Superintendent of Education with secondary staffing responsibilities within twenty-four (24) hours of receipt of the completed form. Such Teachers will be included in the transfer process described in Articles 31.36 to 31.41 inclusive, Teacher Initiated Transfer.
- 32.5** The requirement to give written notice for resignation outlined in Article 7 will be waived for Teachers declared surplus until such time as they are placed according to Articles 32.6 to 32.13 inclusive.

Placement of Surplus Teachers

- 32.6** If the Teacher Initiated Transfer procedure of Articles 31.36 to 31.41 inclusive, results in a vacancy at a school that a surplus Teacher from that school has the qualifications to fill, the most senior Teacher with the necessary qualifications will have his/her surplus declaration withdrawn and the Teacher will be staffed at that school.
- 32.7** Teachers who were declared surplus and who remain surplus after the transfer process, shall be placed on the basis of qualifications and seniority in the school where there is a vacancy for which they are qualified that is closest to the school from which they were surplus, unless otherwise agreed to by the Teacher.

- 32.8** Teachers who were declared surplus and have been placed at another school shall have the right on the basis of seniority and qualifications to return to positions for which they are qualified which become available at the school from which they were declared surplus. If such positions become available prior to June 10, Teachers opting to exercise their right, will be placed in the school from which they were declared surplus. If such positions become available after June 10 and before December 31, Teachers opting to exercise their right will be placed in the school from which they were declared surplus for second semester or at the start of a quadmester if it coincides with the start of second semester in the current school.
- 32.9** If, after all vacancies have been filled, there are still surplus Teachers, the surplus Teacher with the highest seniority will displace the most junior Teacher holding a position that the surplus Teacher is qualified to teach provided that the surplus Teacher has more seniority than the Teacher to be displaced.
- 32.10** Any Teacher displaced by this process shall then be declared surplus by letter from the Principal and the Teacher originally declared surplus will have the surplus declaration withdrawn.
- 32.11** The procedure outlined in Articles 32.9 and 32.10 shall be repeated for every surplus Teacher until it is impossible for any surplus Teacher to displace any other Teacher with lower seniority.
- 32.12** A Learning Co-ordinator or any other Teacher at the Education Centre, Community Education Centre or other board work site whose term expires and is not renewed or whose position no longer exists will be staffed according to the provisions of Articles 27.2 to 27.15 inclusive.
- 32.13** Should the re-assignment referred to in Article 32.12 result in more people holding those positions than there are positions available, the least senior person in terms of time in that position will be re-assigned to the position that person most recently held and the provisions of Articles 32.1 to 32.5 inclusive shall apply.

ARTICLE 33 - REDUNDANT TEACHERS

- 33.1** If a surplus Teacher cannot be placed because there are insufficient positions for which the Teacher is qualified, the Teacher shall be declared redundant to the system.
- 33.2** The thirty (30) most senior redundant Teachers will be placed in the Supply Pool. Each Teacher in the Supply Pool will be assigned a home school to which the Teacher is to report unless called to perform the duties of an Occasional Teacher. Unless otherwise agreed, a Teacher in the Supply Pool will be assigned a home school and receive occasional assignments as close to the Teacher's former school as possible. While in the Supply Pool, a Teacher shall receive the same salary, benefits and increment as would have been received had the Teacher not been declared redundant.
- 33.3** A redundant Teacher not placed in the Supply Pool shall be terminated and receive a letter signed by the Executive Superintendent of Human Resource Services stating the reason for the termination and the date on which it takes effect. Such Teacher shall be placed, on written request, on the Occasional Teachers List with no guarantee of the number of days of employment. Provided that they have the necessary qualifications such Teachers will normally be given priority when Occasional Teachers are called. Redundant Teachers not in the Supply Pool have the right to purchase employee benefits, at their cost, for one (1) year in accordance with Article 11.

ARTICLE 34 - RECALL

- 34.1** The right of recall shall apply to full-time and part-time permanent and probationary Teachers and

shall extend for two (2) years from the date when the declaration of redundancy took effect. Such Teacher's seniority shall continue to accumulate in accordance with the provisions of Article 28. If no position is found within the two (2) year period, the Teacher's recall, supply pool, seniority rights and all other rights under the Agreement shall cease.

- 34.2** The Board shall maintain, publish and distribute to the Union a recall list of redundant Teachers in order of most senior Teacher to least senior Teacher.
- 34.3** Redundant Teachers must notify the Executive Superintendent of Human Resource Services or designate by registered letter no later than March 01 that they wish to remain on the recall list for the following school year.
- 34.4** Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and/or any change of address or phone number.
- 34.5** Teachers on the recall list shall be recalled in the order that their names appear on the recall list established under Article 34.2. Such recall shall be to the Supply Pool or to a vacant teaching position subject to the Teacher being qualified to teach in the subject area in which a vacancy occurs.
- 34.6** The Board shall notify Teachers being recalled in writing by registered mail and such Teachers shall notify the Board of acceptance no later than five (5) days after receipt of the recall notice. Should a Teacher not accept a recall, the Teacher's recall and seniority rights under the Agreement shall cease and the employment relationship under the Agreement shall be terminated.

ARTICLE 35 - BOARD OFFICE OR COMMUNITY EDUCATION CENTRE VACANT OR NEW POSITIONS: ADDED RESPONSIBILITY AND SPECIAL ASSIGNMENT

Definition of Vacancy

- 35.1** Should a decision be made to fill an existing or newly created position of added responsibility or special assignment in the Board Office or Community Education Centre, it shall be posted and filled according to the following criteria provided that Teachers who may fill the positions are covered by the Agreement.
- 35.2** A "vacancy" under Article 35 means an assignment listed in Article 35.1 that is unoccupied because:
 - (a) the incumbent has been transferred, promoted, or has resigned; or
 - (b) the incumbent has died; or
 - (c) a new position has been created; or
 - (d) a temporary vacancy exists.

Creation of a New Position

- 35.3** If, in accordance with Article 35.1, a new position of added responsibility or special assignment has been created that could be filled by a Teacher covered by the Agreement, the administration will set the tentative salary and allowance for any such position and proceed with appointing a Teacher to the position. The administration will discuss with the Union the duties, responsibilities, qualifications and other relevant information pertaining to the position and shall negotiate with the Union to

establish the salary and allowance for the new position. Any adjustment in the salary and allowance agreed upon by the Parties will be retroactive to the date the position was created.

Posting of Positions

- 35.4** The Board shall post in every school and worksite a notice of all vacancies of positions referred to in Article 35.1 at least ten (10) instructional days prior to the closing date for receipt of applications for said position(s). Concurrently a copy of such notice shall be sent to the Union.
- 35.5** All postings shall include the title of the position, a job description, requisite experience if any, qualifications, annual salary and any applicable allowances, effective date and, if it is a temporary vacancy, the probable duration.
- 35.6** Any posting of a position that could be filled by Teachers of either panel, due to the qualifications required for the position, shall apply to both panels.
- 35.7** All applicants for positions covered by this Article shall receive a debriefing, if so requested, following the selection process.
- 35.8** Should the Board be unable to fill a new position or a vacancy that is posted exclusively for secondary panel Teachers from among the Teachers covered by the Agreement the Board may fill the vacancy with a Teacher recruited by means of external advertisement.

ARTICLE 36 - PART-TIME ASSIGNMENTS

Increases in Teaching Entitlement

- 36.1** (a) A Teacher with a part-time teaching entitlement who wishes to be considered for an increase in teaching entitlement for the next school year shall apply to the Executive Superintendent of Human Resource Services or designate prior to February 15.
- (b) Applications for an increase in teaching entitlement shall specify the specific school(s), grades and/or subject area(s) to which the Teacher wishes to be assigned.
- (c) For positions commencing September 01, qualified part-time Teachers who have applied in accordance with Article 36.1(a) and 36.1 (b) will receive preference for increases in teaching entitlement prior to external hiring.

Full-Time to Part-Time Assignment

- 36.2** (a) A Teacher with a full-time teaching entitlement who, prior to February 15, requests a part-time leave commencing the following school year shall have the request granted provided that the program needs of the school can be met.
- (b) A Teacher who requests and is granted a part-time leave for a school year will return to a full-time assignment at the end of the leave period.
- (c) A Teacher may apply prior to February 15 for an extension of the Teacher's part-time leave for the following school year and such extension shall be granted provided the program needs of the school can be met.
- (d) On return to a full-time assignment, the Teacher shall be staffed in her/his current school in accordance with the staffing provisions of the Agreement.

Salary and Allowances, Benefits, Sick Leave and Preparation Time

36.3 A Teacher on a part-time assignment shall:

- (a) be paid in accordance with the provisions of Article 9 (Salary and Allowances); and
 - (b) receive the Board's portion of the cost of benefits as set forth in Article 11; and
 - (c) be credited with the number of full school days of sick leave in accordance with the provisions of Article 14 (Cumulative Sick Leave Plan),
- all in the same ratio as the part-time employment bears to full-time employment.

Experience Credit

36.4 A Teacher on part-time assignment shall receive credit for teaching experience on the following basis:

- 36.4** (a) teaching experience shall be applied for increment purposes in direct proportion to the amount of time worked in the preceding school year, rounded to the nearest one-tenth (1/10) of a year.

Seniority

36.5 For purposes of seniority, a Teacher on part-time assignment shall be deemed to be on full-time assignment.

Scheduling of Assignments

36.6 The assigned duties of a Teacher on a part-time assignment shall be scheduled, whenever feasible, consecutively during the part of the working day which the Teacher has requested to teach.

ARTICLE 37 - SECONDMENTS

37.1 Teachers covered by the Agreement may not be seconded to positions with the Thames Valley District School Board.

37.2 Teachers accepting secondment positions shall be paid salary and benefits in accordance with the provisions of the Agreement and retain the rights of any other relevant sections of the Agreement that are not in conflict with the working conditions of the seconding employer.

37.3 Seconded Teachers shall receive salaries and benefits during the term of the secondment in accordance with the provisions of the Agreement provided that the Teacher complies with the agreed upon conditions of the secondment.

37.4 Approval of a secondment request is at the sole discretion of the Board.

ARTICLE 38 - DEDUCTION AND REMITTANCE OF UNION DUES

38.1 For each pay date on which an employee is paid, the Board 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 OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and notification shall be forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

- 38.2** The OSSTF dues deducted under Article 38.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittances shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.
- 38.3** Dues specified by the Bargaining Unit in Article 38.1 shall be deducted and remitted to the Treasurer of OSSTF District 11, at the District Office 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 S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.
- 38.4** OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

38.5 Federation Levy

- (a) The Bargaining Unit shall provide the Board with a copy of the motion(s) passed at a general meeting of District 11 authorizing the Board to deduct from the payroll of all members of District 11 such amount(s) as are authorized by motion. Such amount(s) shall be in the form of a one-time per year levy or a fixed percentage or dollar amount to be deducted on each pay date as set forth in the Agreement. The Board agrees to make such a deduction on the date(s) requested provided the Union motions are received by the Board at least thirty (30) days prior to the date of expected implementation. The Board shall forward the amounts so deducted to the Treasurer of the Branch Affiliate not later than the last teaching day of the month following the deduction.
- (b) For the 1998-99 school year, the levy deduction will commence on the first pay date for those Teachers paid under the former Oxford County Board of Education payroll system, on the second pay date for those Teachers paid under the former Board of Education for the City of London and the former Elgin County Board of Education payroll systems and on the first pay date in November for those Teachers paid under the Middlesex County Board of Education payroll system.

Employment Insurance Rebate

- 38.6** The Board shall return prior to July 30 to the Bargaining Unit, the Federal Employment Premium Rebates to which the individual Bargaining Unit members are entitled for the previous twelve (12) months.
- 38.7** In returning these monies to the Bargaining Unit, the Bargaining Unit holds the Board harmless with respect to any individual grievances filed by a member of the Bargaining Unit with respect to these funds.

ARTICLE 39 - BARGAINING UNIT LEAVE

Bargaining Unit Officers - OSSTF, District 11

- 39.1** The President of the Bargaining Unit and four (4) Bargaining Unit Officers shall be entitled to a full-time leave from classroom duties for a two (2) year term.

- 39.2** The Board and the Union may agree to the full-time release from classroom duties of up to three (3) additional Bargaining Unit Officers.
- 39.3** The Officers referred to in Articles 39.1 and 39.2 shall be paid by the Board and shall experience no loss of salary, allowances or benefits while on leave. The Bargaining Unit will reimburse the Board the cost of benefits and any additional allowance paid to the Officers and President.
- 39.4** The Bargaining Unit shall reimburse the Board the replacement cost of those employees on Bargaining Unit leave at a rate of Category 3, Step 0.
- 39.5** Bargaining Unit Officers shall be entitled to have their leave renewed.
- 39.6** Bargaining Unit Officers shall have the right to return to their previous position and assignment at the end of the first term of their position. Bargaining Unit Officers shall have the right to a position equivalent to their previous position in the Board at the end of a renewed leave.
- 39.7** The Bargaining Unit will reimburse the Board for the cost of Occasional Supply Teachers for daily leaves for Bargaining Unit business.
- 39.8** Identification and notification of Officers to be released in accordance with this article shall be made to the Executive Superintendent of Human Resource Services by April 15 of each year for Semester 1 release or by November 30 for Semester 2 release.

ARTICLE 40 - LABOUR MANAGEMENT MEETINGS

- 40.1** Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings during the school year.

ARTICLE 41 - CORRESPONDENCE

- 41.1** All correspondence between the Parties arising out of the Agreement shall pass to and from the Executive Superintendent of Human Resource Services or designate and the President of the Union or designate.

ARTICLE 42 - COPIES OF THE COLLECTIVE AGREEMENT

- 42.1** The Board agrees to copy and distribute the Collective Agreement to all members of the Bargaining Unit.

ARTICLE 43 - ACCESS TO BOARD INFORMATION

- 43.1** The Board shall provide to the Union a copy of any agendas, minutes and support documents that

are available to the public prior to all public Board meetings and public committee meetings.

43.2 The Board shall provide the Union with the following information:

- 43.2** (a) by February 15 a scattergram showing the number of Teachers at each position on the salary grid effective January 31,
- (b) by October 31 the number of Teachers eligible for each predecessor Board retirement gratuity and RRSP as specified in Articles 12 and 13,
- (c) by October 31 the premium rates for each benefit plan by category and the total expenditures on benefits in the prior budget year,
- (d) by October 31 a copy of any changes to the master contract(s) of the benefit plans made during the previous budget year,
- (e) by November 15 a copy of the seniority list in accordance with Article 28.
- 43.3** The Board shall provide the Union with a list of Teachers covered by the Agreement, including their Full-Time Equivalency, addresses and telephone numbers by October 31 of each school year. Updates of amendments shall be provided on a monthly basis.
- 43.4** The Board shall provide the Union with a list of all Teachers currently on a Leave of Absence of one (1) year or more, EIL/PIL, Secondment, LTD or who have recall rights, by October 31. The list shall include any entitlements the unplaced Teacher may have.
- 43.5** The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of providing to the Union the information stipulated by Articles 43.3 and 43.4

ARTICLE 44 - PERSONAL INFORMATION

Documents Respecting Performance, Conduct or Discipline

- 44.1** Copies of any document respecting the performance, conduct or discipline of a Teacher shall be given to the Teacher.

Signature Not Approval

- 44.2** The signature of a Teacher on any document respecting the performance, conduct or discipline of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

Records Management and Access to Personnel File

- 44.3** The primary non-medical personnel file respecting a Teacher shall be maintained in the Human Resource Services Department of the Board, recognizing that certain non-medical personnel material may be situated at the Teacher's school or workplace. Only material maintained in the primary file may be used or referenced in any matter involving Teacher discipline or performance. Material in such a file shall be available to the Teacher for inspection in the presence of appropriate

Board personnel at a mutually agreeable time during regular working hours.

- 44.4** A Teacher shall be provided with a copy of all materials contained in her/his personnel file when so requested. Teachers shall receive copies of any materials placed in their personnel and school or workplace files which shall normally occur within five (5) school days of the material being filed. Additional copies shall be made available to the Teacher upon request where the Teacher has misplaced his/her material.
- 44.5** Where a Teacher authorizes in writing access to her/his personnel and school or workplace files by a Union Representative acting on the Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.
- 44.6** Upon the permanent transfer of a Teacher from a school or workplace, the Teacher's Certificate of Registration, Certificate of Qualification, employee number, data required for completing Ministry of Education and Training reports and all Board initiated documents in the school or workplace personnel file related to performance, conduct or discipline shall be forwarded to the Teacher's new school or workplace. All other information in the school or workplace file shall be returned to the Teacher or transferred to the Teacher's new school or workplace at the Teacher's discretion.

Disputed Contents of Personnel File

- 44.7** A Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end the Teacher may provide to the Board written notice of the dispute which sets forth the Teacher's opinion of the error or inaccuracy.
- 44.8** If a Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article 44.9.

Where the Board amends such information per the above, the Board shall at the request of the Teacher attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to be Removed

- 44.9** Disciplinary material shall be removed from a Teacher's personnel file after three (3) discipline free years where no follow-up difficulty has occurred during the three (3) year period unless the Executive Superintendent of Human Resource Services determines, at the time of issuance, that the discipline was for serious misconduct.

Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

Medical Information

- 44.10** The Board shall keep any medical information in separate files which only may be accessed by appropriate health care professionals and Board/Union representatives involved in matters where medical information is relevant.

ARTICLE 45 - GRIEVANCE AND ARBITRATION PROCEDURE

45.1 Informal Discussion

A Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement may discuss the complaint with the Principal or immediate Supervisor. Such a complaint shall be brought to the attention of the Principal or immediate Supervisor within twenty (20) days after the Teacher becomes aware or should have been aware of the circumstances giving rise to the complaint. The Teacher and Principal shall complete their informal discussions within five (5) days. Failing resolution of the complaint by informal discussion, the Teacher may lodge a grievance as provided for herein.

Step One

A Teacher desiring to submit a grievance shall, in consultation with the Union, commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought. The grievance, signed by the grievor and the Union representative, shall be sent to the Superintendent of Human Resource Services within twenty (20) days of the Teacher becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed. The Superintendent of Human Resource Services or designate will meet jointly with the grievor and the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Superintendent of Human Resource Services or designate shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response.

45.2 (a) Arbitration

When either party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

(b) Board of Arbitration

When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the Arbitration Board, the other Party may request the Minister of Labour to appoint such a nominee.

45.2 (c) Decision of the Arbitrator

An Arbitrator or Board of Arbitration shall endeavour to give a decision, including one on whether a matter is arbitrable, within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employee or employees affected by it.

d) Powers of the Board

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

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

45.4 Discharge Grievance

Where a Teacher has received a termination notice, the Teacher may file a grievance at Step One within ten (10) days of written notice of termination.

45.5 Policy Grievance

The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

General Guidelines

45.6 "Days" shall mean instructional days.

45.7 Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.

45.8 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

45.9 If the party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.

45.10 At any time of the grievance/arbitration procedure either or both parties may be represented by legal counsel so long as notification of the use of legal counsel at Step One has been submitted to the other party at least one (1) week prior to any meeting, or such shorter time as the parties agree.

Grievance Mediation

45.11 Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.

Grievance Definition

45.12 A grievance shall be defined as any question, dispute or difference of opinion involving the

interpretation, application, administration or alleged violation of any term, provision or condition of the Agreement, including the question of whether a matter is arbitrable.

ARTICLE 46 - DEFINITIONS

- 46.1** Teacher means a member of the Ontario Secondary School Teachers' Federation who is employed by the Board as a permanent or probationary full-time or part-time Teacher with respect to those teaching duties or other work that is not related to the Teacher's employment as an Occasional Teacher, a Continuing Education Teacher, or a Continuing Education Instructor.
- 46.2** Part-time Teacher shall mean a Teacher that is employed for less than a 1.0 F.T.E. position with the Board.
- 46.3** Surplus Teacher is a Teacher for whom, due to the program needs of the school and the Teacher's seniority and qualifications as established by Regulation, there is no assignment available in that Teacher's current school.
- 46.4** Redundant Teacher is a Teacher for whom, due to the program needs of the system and the Teacher's seniority and qualifications as established by Regulation, there is no assignment available in the secondary panel.
- 46.2** Teacher's terms and conditions are covered by the Collective Agreement. Occasional Teachers' terms and conditions are covered by Appendix E to the Agreement. Continuing Education Teachers' terms and conditions are covered by Appendix F to the Agreement.

SIGNATURES

Dated at LONDON, ONTARIO this eighth (18th) day of MAY, 1999.

SIGNED and AGREED on behalf of the Thames Valley District School Board

Pat Smith
Chairperson of the Board

John Laughlin
Director of Education

Joyce Bennett
Trustee

Bill Bryce
Executive Superintendent of Human Resource Services

Cynthia Nurse
Trustee

Jim Empringham
Superintendent of Education

Sharon Peters
Trustee

Eli Gibling
Principal

Beth Strong
Manager, Human Resource Services

SIGNED and AGREED on behalf of the Ontario Secondary School Teachers' Federation of Ontario - District
11

Peter Chapman
President

Dale Leckie
Chief Negotiator

Jack Sifton
Negotiator

Fay Mombourquette
District Officer

Wayne Smith
District Officer

LETTER OF INTENT

The Parties agree that the Secondary Staffing Committee will develop class size staffing guidelines which shall provide assistance in the staffing process for each school.

Ontario Secondary School Teachers'
Federation - District 11

Thames Valley District School
Board

Date 1999 May 18

LETTER OF INTENT

The Parties agree that during the 1999-2000 school year a joint committee will be established with a view to writing language to address:

- (a) Teacher Transfers to New Secondary Facilities,
- (b) Teacher Transfers as a Result of a Secondary School Closing or a Significant Change in School Boundaries.

Ontario Secondary School Teachers'
Federation - District 11

Thames Valley District School
Board

Dated 1999 May 18

LETTER OF INTENT

The Parties agree that subsequent to the ratification of the portion of the Agreement that pertains to the Secondary Teachers, they will continue to negotiate in good faith language that applies to Secondary Occasional Teachers and Secondary Continuing Education Teachers.

Ontario Secondary School Teachers'
Federation - District 11

Thames Valley District School
Board

Date 1999 May 18

LETTER OF INTENT

The Parties agree to continue studying the impact of the Funding Model as it applies to appropriately funding Teacher salaries and allowances and recognize that the Agreement may be refined as a result of these studies.

Ontario Secondary School Teachers'
Federation - District 11

Thames Valley District School
Board

Date 1999 May 18

LETTER OF INTENT

IMPLEMENTATION OF THE REVISED HEAD/ASSISTANT HEAD MODEL

In order to implement the provisions in Article 27 of the Agreement that pertain to Department Heads/Assistant Heads and in recognition of the existence, during the 1998-99 school year, of four (4) distinct organizational models for positions of responsibility, the Parties agree to the following provisions to establish the new Department Head model effective 1999 September 01.

- (1) The Principal, in consultation with the In-School Staffing committee, shall determine the qualifying departments (and the corresponding associations for non-qualifying subject areas) in each school, based on the Thames Valley Head/Assistant Head model contained in the Agreement.
- (2) A person entitled to a position of responsibility in his/her predecessor board will be entitled to a position of responsibility in the new structure subject to the placement provisions set forth in Section 7. Current Assistant Heads only have entitlement to an Assistant Headship that exists in the new model.
- (3) A Teacher who was in a permanent Head position prior to 1998-99, has had unbroken service in a position of responsibility and who is currently in an acting position in the same Headship previously held, shall be deemed to have entitlement to a Headship for which s/he declares qualification.
- (4) Where a Teacher is in an acting position as a placeholder for a Teacher with entitlement to that position, the Teacher in the acting position will continue in that role.
- (5) All positions held by Teachers in an acting capacity, except those noted in Sections 3 and 4, shall be deemed vacant.
- (6) Entitlement
 - (a) Any Teacher with an entitlement to a Department Head or Assistant Head position in the new structure in accordance with the provisions of this Letter of Intent shall inform the Principal/workplace administrator, in writing by 1999 May 28, whether or not the Teacher wishes to continue in a position under the new structure. Teachers who opt not to exercise that entitlement will do so without fear of recrimination, shall be staffed at their current schools and only be subject to transfer under the surplus/redundancy provisions. Such Teachers will lose any future entitlement to a position of responsibility and responsibility allowance.
 - (b) Where a Major Head/Program Coordinator in a school has qualifications in more than one subject in the area for which s/he is currently responsible, s/he must declare in writing to the Principal, which Headship in the new structure s/he desires.
 - (c) Teachers holding a Head position shall have entitlement to the subject Headship which they hold in their current school, subject to Article 27.18 in the collective agreement.
- (7) Placements
 - (a) Where there is a Major Head/Program Co-ordinator in a school and there is no Minor Head/Program Head in that person's declared area of subject qualification, the Major Head/Program Co-ordinator will be declared the Head of that subject area in the new structure.

- (b) When there is a Major Head/Program Co-ordinator in a school and there is (are) a Minor Head(s) in that person's area of subject qualification, the Principal will follow an interview process involving the Major Head/Program Co-ordinator and Minor Head/ Program Head to select the subject head in the new structure.
- (c) Assistant Headship positions in the new structure will be filled after all Headship positions are filled. Assistant Headship positions will be first filled through an interview process involving those interested, unplaced Teachers with a Headship entitlement. If Assistant Head vacancies still exist after all interested former Heads are placed, Principals will attempt to fill the remaining vacancy(ies) through an interview process involving Teachers with an Assistant Headship entitlement.
- (d) In Physical Education in predecessor Elgin and Middlesex, where two Head positions exist, the most senior incumbent will have entitlement to the Physical Education Headship in the current school.
- (e) Where a Teacher who has an entitlement is unplaced in the current school, that Teacher can apply for a vacancy in another school for which s/he is qualified. Principals will use an interview process to fill the vacancy(ies). Seniority will be a consideration in the selection.
- (f) If insufficient vacancies exist, Teachers with Head or Assistant Head entitlement shall have first right to be interviewed for a future vacancy in their subject area with the right of one (1) refusal. If there is more than one (1) Teacher with an entitlement to a vacancy, the Principals will use an interview process to fill the vacancy. Seniority will be a consideration in the selection.
- (g) Responsibility allowances will not continue for a Teacher with a Head or Assistant Head entitlement while that Teacher is not holding that position.
- (8) Any dispute of entitlement or placement shall be forwarded to the Secondary Staffing Committee for resolution.
- (9) Head or Assistant Head vacancies remaining after restructuring has occurred shall be posted district-wide for five (5) working days. Current Teachers holding permanent Headships or Assistant Headships shall be allowed to apply for a voluntary transfer into these vacancies. Teachers not currently holding a position of responsibility and who have a 1.0 FTE teaching assignment will also be able to apply to the posting. The school administrators will interview the candidates and make a recommendation for transfer as appropriate.
- (10) Teachers in the predecessor Oxford or London Boards currently receiving a Head or Assistant Head allowance, but not currently in a position of responsibility, shall continue to have the grandparented rights remain in force. Should such a Teacher apply for a vacancy as described in Section 9 and be successful, the grandparented allowance provision would continue.
- (11) Any situation not covered by this implementation plan shall be referred to the Secondary Staffing Committee for resolution.

1999 May 18

LETTER OF UNDERSTANDING

(TEACHER ADDRESSES AND PHONE NUMBERS)

The commitment under the Agreement (Article 43.3) to provide Teacher addresses and telephone numbers to the Union is subject to the Board receiving sufficient governmental authority for release of such information under the prevailing Freedom of Information and Protection of Privacy Legislation.

Ontario Secondary School Teachers'
Federation - District 11

Thames Valley District School
Board

Dated 1999 May 18

APPENDIX A

STATEMENT OF AGREEMENT

DEFERRED SALARY LEAVE PLAN

THIS AGREEMENT made in triplicate this _____ day of _____, 19 ____, between THE THAMES VALLEY DISTRICT SCHOOL BOARD, hereinafter called the "Board", and THE ONTARIO SECONDARY TEACHERS' FEDERATION OF ONTARIO, DISTRICT #11, hereinafter called the "Union" and

_____ of the _____ of

_____ in The County of _____, hereinafter called the "TEACHER".

1. The Board agrees to employ the Teacher for _____ years beginning 19____ September 01 at the rate of _____% of the Teacher's proper grid salary and any applicable allowances for each of the _____ consecutive years, during which the Teacher will teach _____ years. Payment (less any lawful deductions, and including full fringe benefits) shall be in accordance with the Collective Agreement between the Board and the Union in effect during each of the _____ years of the plan.
2. The Teacher agrees to teach for _____ of the _____ years of this agreement in accordance with the plan as described in the Collective Agreement in effect on the date of the signing of this document. The Teacher will take a _____ leave of absence from 19____, _____ to _____, _____ subject to the hiring of a suitable replacement by the Board.
3. It is understood and agreed by all parties to this agreement that nothing in this agreement shall contradict any of the articles in the Collective Agreement between the Board and the Union or any acts or regulations of the province of Ontario or the Federal government.

In witness whereof, the Teacher and the appropriate officers of the Board and the Union have signed this document.

Signature of Executive Superintendent of Human Resource Services

Signature of the President of OSSTF, District #11

Signature of Chief Negotiator of OSSTF, District #11

Signature of Teacher

APPENDIX B

I. METHOD OF CALCULATION OF EDUCATIONAL IMPROVEMENT LEAVE SALARIES

R = Replacement Salary (Category 3 Year 0)

P = Payment Due Teacher for that portion of EIL term spent teaching (if any)

S = Salary of Teacher taking leave

T = Total payment due Teacher over EIL term

A = Annualized payment due Teacher (2 year term only)

(a) 1 year term - 1 semester leave

$$T = P + \frac{S - R}{2}$$

(b) 1 year term - 1 year leave

$$T = S - R$$

(c) 2 year term - 1 year leave

$$T = P + S - R \qquad A = \frac{T}{2}$$

II. METHOD OF CALCULATION OF PROFESSIONAL IMPROVEMENT LEAVE TOP UP FUNDING

R = Replacement Salary (Category 3 Year 0)

S = Salary of Teacher taking leave

E = Earnings of PIL Teacher

P = Payment due Teacher from Board (Top up)

(a) 1 year term - 1 semester leave

$$P = \frac{S - R}{2} \qquad \text{Maximum} \quad P + E = \frac{S}{2}$$

(b) 1 year term - 1 year leave

$$P = S - R \qquad \text{Maximum} \quad P + E = S$$

(c) 2 year term - 1 year leave

$$P = S - R \qquad \text{Maximum} \quad P + E = S \quad \text{Annualized Payment} \quad \frac{P + E + S}{2}$$

APPENDIX C

RETIREMENT GRATUITY COLLECTIVE AGREEMENT PROVISIONS FROM PREDECESSOR BOARDS

I. Elgin

7.02A Retirement Gratuity Plans

Plan "A"

This refers to the plan operated by the former St. Thomas Public School Board and the Central Elgin District High School Board. This plan applies only to those Teachers who selected it prior to January 1, 1970 as per the salary agreement for September 1, 1969 to August 31, 1970. A copy of this plan will be provided upon the request of a Teacher.

7.02B

Plan "B"

This plan applies only to Teachers who were employed by The Elgin County Board of Education between September 1, 1969 and September 1, 1972 and those Teachers employed by former Boards in Elgin County with the exception of those Teachers employed by the prior St. Thomas Public School Board and the Central Elgin District High School Board who chose Plan A prior to January 1, 1970.

B1) A Retirement Gratuity shall be paid to eligible Teachers who leave the employment of The Elgin County Board of Education on account of age or health provided he /she qualifies for, and is granted a pension under the Superannuation Act.

B2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.

B3) The Retirement Gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days}}{2} \text{ (not exceeding 200 days)}$$

The gratuity cannot exceed 50% of the last year's salary.

B4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the Teacher.

B5) i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to his/her death, that Teacher's estate or beneficiary shall receive an amount equal to one-half of the sick leave accumulated by that Teacher during his/her employment with the Board immediately prior to his/her death, multiplied by 1/200 of the annual salary being paid at the time of his/her death.

ii) The Death Benefit shall be calculated with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days}}{2} \text{ (not to exceed 200 days)}$$

The Death Benefit shall not exceed 50% of the last year's salary.

7.02C Plan "C"

This plan applies only to Teachers who were employed by The Elgin County Board of Education commencing September 1, 1972 or thereafter, but before September 1, 1977.

- C1) A Retirement Gratuity shall be paid to eligible Teachers who leave the employment of The Elgin County Board of Education on account of age or health provided he/she qualifies for, and is granted a pension under the Superannuation Act.
- C2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.
- C3) The Retirement Gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{No. of days Cumulative Sick Leave (Not to exceed 200 days)}}{200} \times \frac{2}{100} \times \frac{\text{Last Year's Salary}}{\text{No. years in Elgin County}}$$

The gratuity cannot exceed 50% of the last year's salary.

- C4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the teacher.
- C5)
 - i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to his/her death, that teacher's estate or beneficiary shall receive an amount equal to one-half of the sick leave accumulated by that teacher during his/her employment with the Board immediately prior to his/her death, multiplied by 1/200 of the annual salary being paid at the time of his/her death.
 - ii) The Death Benefit shall be calculated with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not to exceed 200 days)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

7.02D In the 1991-92 round of bargaining the issue concerning the deletion of the September 1, 1977 grandparenting provision was resolved in accordance with the following:

- (a) Effective February 1, 1992, the Board shall remit a payment of \$91,194 directed to Ontario Teachers' Group in the name of District 35 OSSTF.
- (b) Each February 1 thereafter the Board shall remit a payment based on the amount of the previous February 1 increased by the percentage increase applied to Salary Grid effective the preceding September 1. (e.g., February 1, 1993 payment equals \$91,194 increased by the percentage increase applied to the Salary Grid increase effective September 1, 1992)
- (c) District 35 OSSTF shall indemnify and save the Board harmless from any claims, suits, judgements, attachments, and from any form of liability arising from the handling of the payments remitted to Ontario Teachers' Group in the name of District 35 OSSTF by the Board. The Board's sole obligation pursuant to this Article is to remit the payment annually to Ontario Teachers' Group in the name of District 35 OSSTF.
- (d) The administration and the dispersal of monies from the fund shall be at the discretion of the Branch Affiliate.

II. London

10.5.5 Sick Leave Credit Gratuity

A Teacher whose contract of employment commenced before 1978 January 01 shall be paid, or if deceased the estate shall be paid, a gratuity as calculated in Article 10.5.6, subject to a maximum of one-half the gross annual salary on date of termination.

10.5.6 The formula for calculating the sick leave credit gratuity shall be as follows:

Gratuity =

$$\frac{\text{Accumulated Sick Leave to Date of Termination}}{2} \times \frac{\text{Gross Annual Salary On Date of Termination}}{200}$$

10.5.7 Teachers' Pension Act Requirements

A Teacher intending to retire to pension shall notify the Board in writing of the Teacher's intention to do so not later than the last teaching day in the month of December prior to the calendar year during which the teacher intends to retire.

Failure to so advise the Board shall relieve the Board of responsibility for payment of any sick leave credit gratuity to which the said teacher may be entitled until January of the year immediately following the year in which the teacher retires.

10.5.8 Sick Leave Credit Gratuity Cap

In accordance with Article 17, teachers who retire with more than 35 years of service credited by the Teachers' Pension Plan Board, shall have their sick leave credit gratuity capped at 35 years and calculated on the salary in effect at the time they completed their 35th year of service.

III. Middlesex

17 00 00 **RETIREMENT GRATUITY - PAYMENT POLICY**

17 01 00 A full-time Teacher with an effective hire date prior to 1995 08 31 who has completed ten (10) or more continuous years of service with the Board or its predecessors shall be eligible for a Retirement Gratuity in accordance with the provisions of Board Policy 300-5, as revised 1995 03 06, and the formula set forth below.

$$\text{Retirement Allowance} = \frac{A}{200} \times C \times 50\%$$

where

A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days.

C represents the annual salary on retirement.

17 02 01 A full-time Teacher hired effective 1995 08 31 or after shall be entitled to the payment of an allowance on retirement in accordance with the formula set forth in Article 17 02 02 if the Teacher has completed ten (10) or more continuous years of service with the Board or its predecessors and if the Teacher fulfils the requirements of one (1) of the following sections:

01 is a contributor to the Ontario Teachers' Pension Plan and is eligible for an unreduced pension under the then existing provisions of the Ontario Teachers' Pension Plan Act

OR

02 is a contributor to the Ontario Teachers' Pension Plan, is sixty (60) or more years of age, and is eligible for a pension under the then existing provisions of the Ontario Teachers' Pension Plan Act

OR

03 is a contributor to the Ontario Teachers' Pension Plan and qualifies for an early retirement incentive plan payment under Board Policy 300-9 or otherwise would qualify if one were available, is less than sixty (60) years of age and is eligible for a reduced pension.

17 02 02 The retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times C \times 50\%$$

where

A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days

B represents the number of years service with the Board or its predecessor Boards to a maximum of twenty-five (25) years of service

C represents the annual salary in either
i) the school year of retirement or
ii) the year in which the Teacher attains thirty-five (35) years of pension service credits, whichever is the lesser salary.

17 03 00 Notwithstanding the requirement contained in Article 17 01 00 that a teacher be employed on a full-time basis, a Teacher to whom Article 17 01 00 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 17 01 00 based on the annual full-time salary rate for that teacher if that Teacher was a full-time Teacher and became a part-time Teacher in accordance with Article 23 00 00.

17 04 00 Notwithstanding the requirement contained in Article 17 01 00 that a Teacher be employed on a full-time basis, a Teacher to whom Article 17 01 00 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 17 01 00 based on the actual salary earned by that Teacher, if previously that Teacher was a full-time Teacher, became a part-time Teacher other than through the provisions of Article 23 00 00, has accumulated twenty-five (25) years of equivalent full-time service and still retains the right to return to full-time employment.

17 05 00 Notwithstanding the provision of Board Policy 300-5, as revised 1995 03 06, stipulating that a Teacher must be eligible for an unreduced pension, a teacher to whom Article 17 01 00 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 17 01 00 if that Teacher at age fifty-three (53) or fifty-four (54) exercises the commuted value transfer option under the Ontario Teachers' Pension Plan.

17 06 00 A Teacher to whom Article 17 01 00 applies who will become eligible for an unreduced

pension during the four (4) month period at the beginning of a school year may take an unpaid leave of absence for that period and still be eligible, upon retirement, for a retirement gratuity under Article 17 01 00 based on the salary rate in effect for that Teacher on the last day of actual work with the Board.

IV. Oxford

11.08 Sick Leave Credit Gratuity Payable on Retirement

- (a) A Teacher who retires from the staff of The Oxford County Board of Education is entitled to a sick leave retirement gratuity if he/she qualifies under the terms of Plan A or Plan B. To qualify for either plan, the Teacher must be eligible for a pension to commence payment as certified by the Teachers' Pension Plan Board immediately upon retirement (within two months of the termination of the contract). Furthermore, to qualify the Teacher must give written notice to the Board of intention to retire and of termination of the contract as follows: prior to November 30 in the case of retirement and termination of the contract on December 31 or at the end of the first semester; or prior to May 31 in the case of retirement and termination of the contract on August 31. A Teacher who is otherwise eligible and who wishes to retire on a date other than December 31, at the end of the first semester or August 31 may qualify only if the Board, in its discretion, agrees.

Plan A:

This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education or any predecessor of the Oxford County Board prior to September 1, 1978. The amount of the sick leave credit gratuity shall be calculated as follows:

$$\frac{\text{Gross Salary of Final Year}}{2} \times \frac{\text{"A"}}{200} \times \frac{\text{"B"}}{20}$$

Plan B:

This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education with duties commencing September 1, 1978 or thereafter. The amount of the sick leave credit gratuity shall be calculated as follows:

$$\$8,000 \times \frac{\text{"A"}}{200} \times \frac{\text{"B"}}{20}$$

For Both Plans:

"A"= Number of unused sick leave days, not in excess of 200, accumulated during employment with the Board or with any predecessor of the Oxford Board. For the purpose of calculating Sick Leave Credit Gratuity Payable on Retirement, only sick leave credits earned, unused and accumulated while in the employ of the Board or any predecessor of the Oxford Board shall be taken into accounts.

"B" = Number of full-time or equivalent years, not in excess of 20, with the Board or with any predecessor of the Oxford Board.

- (b) Maximum gratuity shall not exceed 50% of the salary of the final year.
- (c) Payment of the gratuity may be made by a method mutually agreeable to both the Board and the Teacher and consistent with legislative requirements. Preferred methods of payment are one lump sum payment at the time of leaving or two equal payments, one at

the time of leaving and the other in the next calendar year.

- (d) A Sick Leave Credit gratuity shall be paid to the estate of a Teacher whose death occurs before retirement, while under contract with the Board. The gratuity shall be calculated as though the Teacher had retired, under circumstances which would qualify him/her for the gratuity, on the day before his/her death.

PROVISO: Teachers Commencing Employment After August 31, 1973

A Teacher commencing employment with the Board after August 31, 1973, shall not be eligible for sick leave credit retirement gratuity benefits unless that Teacher has, at the date of retirement, completed at least seven (7) years full time employment with the Board. Credit shall be allowed for the qualifying seven (7) years of employment in calculating the amount of the benefit.

APPENDIX D

REGISTERED RETIREMENT SAVINGS PLAN ADMINISTRATION

1. The Union Committee established for the purpose of administration of the Registered Retirement Savings Plan (Article 13) shall set forth the schedule for distribution of monies each year under Articles 13.1 and 13.2.
2. The Committee recommendations and decisions shall be based on the data, both personal and financial for the entitled Teachers, proved by the Teachers, Board and Ontario Teachers' Group as appropriate, and upon the financial status of the OSSTF RRSP Fund as monitored by the committee.
3. All entitled Teachers will be required to open a RRSP account with OTG. OTG representatives will attend information meetings to guide Teachers through the sign-up process. Distribution of funds to individual Teacher accounts can only occur when the Teacher's documentation is complete.
4. The Committee schedule for the initial distribution of monies during 2000 February will be determined by 1999 December 17 provided all the necessary information is received by the Committee on or before 1999 October 31. The Union shall provide the Board with the schedule of the allocated monies and the Board shall provide the Teacher with any required income tax documents for each year a contribution is made to that Teacher's account.