

COLLECTIVE AGREEMENT

between

THE DURHAM DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION, DISTRICT 13

SEPTEMBER 1, 2000 - AUGUST 31, 2002



10/15/02
2001 FEB 1 2002

11212(02)

TITLE

"This Agreement made this 27th day of
June, 2001 between:

The Durham District School Board,
hereinafter called "**the Board**"

and

The Ontario Secondary School Teachers' Federation
hereinafter called "**the Union**"

on behalf of
those members of the Ontario Secondary
School Teachers' Federation, **District 13**,
hereinafter called "**the Bargaining Unit**",
employed by the Board and
covered by this collective agreement.

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ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of the **parties** to set forth the Agreement **which** has been reached between the Board and the **O.S.S.T.F.** as to the basis of remuneration and certain of the conditions of employment for those teachers **defined** in **Article 3.**

ARTICLE 2 - EFFECTIVE PERIOD

- 2.01 The effective period of **this** Agreement will be from September 1, 2000 to August 31, 2002.
- 2.02 This Agreement shall supercede all **previous** Agreements and shall **continue** in effect with all clauses, **provisions** and effects unchanged until such **time** as **this** Agreement is itself superceded by a new Agreement, or is amended by the **written** agreement of the **parties**, or is **terminated**, in accordance with the *Labour Relations Act*.
- 2.03 **Either** party to **this** Agreement may, **within** the period of **sixty (60)** school days before the Agreement **ceases** to operate, **give** notice in writing to the other party of its **desire** to bargain **with** a view to the renewal, **with** or **without** amendment, of the agreement then in operation or to the **making** of a new agreement.
- 2.04 In **view** of the orderly steps provided by this Agreement for the resolution of **grievances**, and in accordance with the *Labour Relations Act*, there shall be no strike, or lock-out **during** the term of **this** Agreement or of any renewal of **this** Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Board **recognizes** the **O.S.S.T.F.** as the **exclusive** bargaining agent for all secondary school teachers, **not including** **occasional** teachers, employed by the Board as teachers, as defined in the *Education Act*. For purposes of **clarification**, a teacher who is seconded to the Central Office shall be **considered** to be a "teacher" for **purposes** of this Agreement.
- 3.02 Each **Party** **recognizes** the right of the other Party to **authorize** any other advisor, agent, counsel, solicitor or duly **authorized representative** to **assist, advise**, or represent it in all matters **pertaining** to the **negotiation** of this Collective Agreement.
- 3.03 (a) Notwithstanding the **foregoing**, the parties **agree** that only the terms and **conditions** of employment contained in the **following articles** of **this** Agreement shall apply to teachers in the **Continuing Education** and **Home Instruction** systems with **appropriate** changes and **modifications** as required:
Article 1 - Purpose
Article 2 - **Effective Period**
Article 3 - Recognition
Article 5 - Demotion, **Discipline** and **Dismissal** (5.01, 5.02 & 5.04 only)
Article 10 - **Continuing Education** and **Home Instruction** Rates of Pay
Article 16 - Union Dues and Levy
Article 17 - **Grievance Procedure**

ARTICLE 3 - RECOGNITION (CONT.)

- 3.03 (b)** **Notwithstanding** the foregoing, It is understood that employment of teachers teaching credit subjects in night school classes, summer school or in connection with Home Instruction may be terminated in accordance with operational requirements, e.g. upon the completion or cancellation of the instructional course. Consequently, notice of such termination will not be given by the teacher or the Board.
- (c)** Where a night school or summer school teacher receives less than twenty-four (24) hours notice of cancellation by the Board of a summer or night school course, that teacher shall be offered placement to teach an alternative course if an appropriate vacancy is available and if the teacher is qualified to teach the vacant course, in the opinion of the principal and Superintendent of Education/Operations. Where no such alternative course is available, the Board will pay the teacher for the first class of the cancelled course. The rate of cancellation payment shall be calculated by dividing the teacher's expected payment for the course had it continued by the pre-scheduled hours of the course, multiplied by the number of hours and/or part-hours scheduled for the first class.

3.04 Probationary Period

A teacher who is newly hired shall be a probationary employee until he or she has actively worked for a period of one (1) year [i.e. 10 full months of teaching] from date of hire. During the probationary period a teacher's performance shall be monitored and evaluated in accordance with Board policy. If the Board or its designate determines that the probationary teacher is not suitable or should not be recommended for continued employment, the teacher shall be so notified at least thirty (30) days prior to the termination of employment or the expiration of the probationary period, whichever occurs first.

3.05 Teacher Pending Certification

A teacher who is hired to fill a permanent teaching vacancy, who is eligible and has applied for membership in the Ontario College of Teachers and is awaiting acceptance, may be hired to fill such vacancy as 'a teacher pending certification', unless such is expressly prohibited by the Ontario College of Teachers, and the following shall apply:

- a)** Prior to the first day worked in the position, a teacher who is pending certification shall provide the Board with documented verification that he or she has graduated from an approved teacher training program and has applied to the Ontario College of Teachers for certification as a teacher under the Education Act. A failure to provide the required verification shall result in immediate termination of the teacher's employment, and the position shall be immediately re-posted;
- b)** A teacher pending certification must have applied for, received and produced to the Board certification with the Ontario College of Teachers by no later than 90 days from the date of hire. The deadline may be extended by mutual agreement in unusual circumstances;

ARTICLE 3 - RECOGNITION (CONT.)

- 3.05 c)** A teacher pending **certification** shall **sign** a modified terms and conditions of employment document, and upon **signing** shall have the following entitlements from date of original hire:
- . Benefits, except L.T.D., pursuant to Article 6 of the **collective** agreement;
 - . Credit toward **his** or her probationary **period** pursuant to Article 3.04 of the **collective** agreement;
 - . **Sick** leave **entitlement** and credit pursuant to Article 11 of the collective agreement,
 - . Deduction and **remittance** of union dues and **levies** under Article 16 and;
 - . Pregnancy/Parental leave pursuant to **Article 14** of the **collective** agreement.
- d)** If a teacher **pending certification** is subsequently granted **certification** with the Ontario Collage of Teachers as a teacher as **defined** under the **Education Act**, ha or she shall have the following **entitlements** under the collective agreement, to be retroactive to the **original data of hire** as a teacher **pending certification**:
- . Seniority credit for purposes of **Article 4**;
 - . **Experience** credit for all purposes under Article 6, Including access to retroactive pay adjustments for **qualifications** upgrading; and
 - . **Credit** for **Retirement** Gratuity pursuant to **Article 12**.
- e)** For **clarification**, a teacher **pending certification** shall not be **eligible for** and will not receive the following **entitlements**:
- . Normal **deductions** for and **membership** In the Ontario Teachers' Pension Plan;
 - . Normal deductions for and membership in the Long Term **Disability Plan** [article 8.01 (d)]
 - . Deduction and **remittance** of Ontario Collage of Teachers **fees** **except** as required by law
- f)** If a teacher **pending certification** is denied **certification** and does not reapply, or if **certification** is not granted and produced to the Board as **required** pursuant to paragraph(b), the teacher's permanent employment as a teacher **pending certification** shall be terminated, and all **entitlements** under **this collective** agreement, including but not **limited to** **benefits, experience** and **seniority** credit, sick leave and **retirement** gratuity credit, end probationary **period credit**, shall cease. Subject to Article 4, the **position** shall **immediately** be m-posted;
- g)** It is understood and **agreed** that it is at all **times** the teacher's **responsibility** to notify the Board of any **decision** of the Ontario Collage of Teachers or of all changes in **status** prior to the **expiration** of the applicable dates, as sat out in paragraph (b) above
- 3.06** Subject to Article 3.05, a teacher may be required, upon request by the Board or its **designate**, to produce for the Board proof of currant and **valid** **membership** and certification with the Ontario Collage of Teachers.

ARTICLE 3 - RECOGNITION (CONT.)

3.07 The Union and its members recognize the right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its management rights with respect to members of this bargaining unit in accordance with the applicable Acts and Regulations of Ontario.

3.08 The Board recognizes the Union as the bargaining agent on behalf of its members covered by this Agreement in all matters relating to the negotiation, interpretation and administration of this Agreement.

3.09 Category definitions for the purpose of this Agreement shall be those outlined by the Ontario Secondary School Teachers' Federation as of September 1, 1996.

Future amendments to the O.S.S.T.F. Certification Plan, which are approved by O.P.S.B.A. and agreed to by the Board, will become effective in the following school year. Nothing in this provision shall be construed to give it retroactive application.

3.10 **Joint Employee Relations Committee**

The parties agree to participate in a joint employee relations committee to discuss Board policies and procedures which deal directly with teachers

The Committee will consist of a member of the executive of the bargaining unit, another teacher selected by the bargaining unit, the Superintendent of Education/Operations and another Board Administrator. Matters for discussion shall not include matters that are under negotiation or matters that are the subject of an active grievance.

The committee shall meet on a regular basis, normally monthly, or at the call of either Party. Consultation by way of this committee will take place before significant alterations are made to Board policies and procedures. With the approval of both parties, additional representatives may attend at meetings.

ARTICLE 4 - SENIORITY, TRANSFER AND REDUNDANCY OF SECONDARY SCHOOL TEACHERS

It is agreed by both parties that this procedure is completely and absolutely separate from competency evaluations and procedures.

4.01 Definitions:

- i) A **Complement Vacancy** is a complement position within the Board which exists or will exist for the **ensuing** school year and to which no teacher has been assigned.
- ii) **Displacement** is the process by which a teacher declared surplus to a school may displace another teacher **with** less **Board seniority**. A surplus teacher must either be teaching or have taught, or be **qualified according to his/her Certificate of Qualification**, in any one of the **subject fields** of the displaced teacher. Only a teacher declared surplus may **displace** another teacher.
- iii) A **Redundant Teacher** is a teacher who has been **Identified** as being in excess of the staffing requirements of the Board for the **ensuing** school year.
- iv) The Review **Committee**, for purposes of this Transfer and Redundancy Procedure, shall consist of the **Superintendent of Education/Operations**, one other **superintendent, and a principal** of The Durham District School Board and the President and **Chief Negotiator** of District 13, O.S.S.T.F.

This Committee shall have the right to **review** whether the **procedure** has **been** followed including the right, **if necessary**, to correct the principal's declaration of surplus staff.

Any member of **District 13, O.S.S.T.F.** shall have the right to ask **this committee** to review any aspect of **the** transfer, surplus and redundancy process. The Review Committee **does** not have the right to change the terms of **this** procedure.

Decision of the Committee shall be by majority vote.

- v) A **Surplus** Teacher is a teacher who has been Identified as being surplus to a particular school staff for the **ensuing** school year. The **Review Committee** **will** take **responsibility** for placement of surplus teachers not **specifically** assigned to a school.
- vi) **Intervening Employment** is defined as employment other than employment as an **Occasional Teacher** with the Durham District School Board or as an **Occasional Teacher** with any other District School Board.
- vii) **Regional Seniority** shall mean and be established as follows:
 - (a) The **seniority** of a teacher employed in the secondary panel **prior to 1982 06 30** and **continuing** employment in the secondary panel **after 1982 06 30** shall **be determined** on the basis of the **length** of total teaching **experience** with the Board or its predecessors provided there is no **Intervening** employment.

ARTICLE 4 - SENIORITY, TRANSFER AND REDUNDANCY OF SECONDARY SCHOOL TEACHERS (CONT.)

- 4.01 (b) The seniority of a teacher **commencing** employment in the secondary panel after **1982 06 30** shall be determined on the **basis** of the length of total **teaching** experience with the Board or its predecessors in the secondary panel **provided** there is no Intervening employment.
- (c) A redundant teacher who is **hired** and accepts employment as a teacher in the elementary panel, shall have the right to **return** to the secondary panel during the internal postings process and to be subject to the **provisions** under 4.04, Placement and Recall, until June **15th**. Such teachers regain seniority accrued before the transfer to the elementary panel **after fulfilling** a mandatory bridge period of one **year**.
- (d) Subject to the above, **seniority** shall start **on** the teacher's first day as a teacher with the Board.
- (e) Experience as an **occasional** teacher gained prior to **199109 01** shall be counted for **seniority** purposes only when a **period** of time as an occasional teacher in the secondary panel is followed without **break in service** by the **granting of a probationary** contract to the teacher.
- Teachers commencing** employment on or after **199109 01** will not be granted **seniority** for experience as occasional teachers.
- (f) Approved **leaves with** pay and prepaid leaves shall count for **seniority**.
- (g) Leaves **without** pay (**with the exception** of pregnancy and parental leaves) shall not count for **seniority**.
- (h) Pregnancy leaves granted and **commencing** on or after January 1, **1991** shall be counted for seniority for the full period of the leave to a maximum of seventeen (17) weeks for each leave.
- Parental leaves granted and **commencing** on or after January 1, **1991** shall be counted for **seniority** for the full **period** of the leave to a **maximum** of eighteen (18) **weeks** for each leave. Parental leaves granted and commencing on or after January 1, **2001** shall be counted for **seniority** for the full **period** of the leave to a **maximum** of thirty-five (35) weeks for each leave.
- (i) Part time employees employed before **1984 09 01** shall have their seniority pro-rated in the **same** ratio as the **part-time** employment bears to a **full-time** employment.
- (j) **Part-time** employees employed after **1984 09 01** shall have their **seniority** counted as full-time employment in the current year.
- (k) A teacher with X years of seniority **with** the Board shall be **deemed** to have X years of seniority in all of that teacher's **subject fields** as listed on the Certificate of **Qualification**.

ARTICLE 4 - SENIORITY, TRANSFER AND REDUNDANCY OF SECONDARY SCHOOL TEACHERS (CONT.)

4.01 (l) Teachers In Positions of **Responsibility** in the current school year shall be protected from being declared surplus to a school, but shall be subject to the redundancy process based on their **region wide** experience **ranking**. (**Position of Responsibility** vacancies created as a result of redundancy declarations shall be **filled** on an acting, internal **basis**.)

(m) Teaching experience is defined in Article 6. Where a tie exists for the purposes of a **declaration** of surplus or redundancy, the seniority shall be determined by considering:

1. total years of **teaching** experience with the Durham District School Board and its predecessor boards; THEN
2. total years of teaching experience in Ontario; THEN
3. total years of teaching experience in Canada; THEN
4. total years of experience, as **recognized** for placement on the salary schedule; THEN
5. by the preparation of a point grid.

Those teachers with the **higher point rating** will be deemed **senior** to those teachers with a lower point rating.

Point Grid:

	O. S. S. T. F. Certification
CATEGORY IV	50 points
CATEGORY III	45 points
CATEGORY II	40 points
CATEGORY I	35 points

Position Of Responsibility

15 points

Extra Degrees (as defined in Article 6)

First Extra Degree **10 points**

Second Extra Degree **5 points**; THEN

by lot conducted jointly by a representative of the **Administration** of the Durham District School Board and a representative of **District 13, O. S. S. T. F**

4.02 **Initiation of Change:**

1. On the **basis** of the Teacher's request:

(a) **Full-time Teachers**

Full-time teachers seeking an alternate teaching **assignment** should apply directly to any **principal** who has a posted vacancy.

(b) **part-time Teachers**

Part-time teachers who want to be considered for full-time **positions** for the following school year will be eligible to apply directly for full-time posted **positions** after all teachers who have been declared surplus have **been** placed, as outlined in **4.04 (7) and (8)**.

Upon acceptance of a new position, the teacher must notify his/her **principal** of **this** fact as soon as **possible**.

ARTICLE 4 - SENIORITY, TRANSFER AND REDUNDANCY OF SECONDARY SCHOOL TEACHERS (CONT.)

4.02 2. *On the basis of a **Principal's** or **Superintendent's** request:*

When, in the view of the Superintendent of Education/Area **and/or** the principal, it would be in the teacher's **professional** interest to be transferred, the teacher will be interviewed by the Superintendent of Education/Area **and/or** the principal, and the reasons for this determination will be **confirmed** in writing. **Confirmation** of a transfer to an alternate assignment shall be **given** by the **Superintendent of Education/Operations** to the teacher in writing.

The teacher shall be informed by the **Superintendent of Education/Operations** prior to April 15 of any change proposed for the following school year. It is understood that under exceptional **circumstances** later notice may be given.

3. *On the basis **of a** needed change in the staffing **of** a school.*

Where **projections** indicate that a staff surplus may occur because of declining enrolment or program changes,

- (a) The principal shall first examine staff **qualifications** so as to retain teachers by re-assignment wherever possible.
- (b) Teachers in any **given** school will be declared surplus by **regional seniority**. A teacher declared surplus to a school should whenever **possible** be the one with the least **regional seniority** on that staff. **This** decision is to be made by the principal in consultation with the Superintendent of **Education /Operations** and the President of District 13, O.S.S.T.F.
- (c) The number of teachers declared surplus in the Board must not exceed the total reduction of staff based on the Board's staffing process.
- (d) Principals must notify, in **writing**, teachers who are to be declared surplus no later than the end of the first week in April, such notification to be preceded by an interview with the principal and the teacher. **Principals** will be required to submit the names, seniority and qualifications of the teachers being considered for such surplus list. This list will be submitted at least three (3) days prior to the surplus declaration date to the Superintendent of **Education/Operations** and the President of District 13, O.S.S.T.F.
- (e) The names of teachers declared surplus shall be forwarded to the Executive of District 13, O.S.S.T.F. by the Superintendent of **Education/Operations**.
- (f) Teachers on leave or **secondment** are the **responsibility** of the originating school unless the teacher has a prior agreement with the principal of another Durham Secondary School **and/or** the Superintendent of **Education/Operations**.

4.03 Displacement Procedure:

- 1. The teacher's declared **subject** fields shall be those listed on that teacher's Certificate of Qualification.
- 2. The Board shall maintain a **Regional Seniority** List and also a **Seniority List** for each school. These lists shall be provided to the President of District 13, O.S.S.T.F. as soon as possible.

ARTICLE 4 - SENIORITY, TRANSFER AND REDUNDANCY OF SECONDARY SCHOOL TEACHERS (CONT.)

- 4.03 3. By November 1 of each school year, the Superintendent of Education/Operations shall provide each secondary school with a number of copies of a **School Seniority List** which contains each teacher's name, school, seniority in years to one decimal point and the teacher's subject fields.
4. A teacher has until December 15 of each school year to update or change any information on the seniority Lists. **Notwithstanding that deadline**, the Superintendent of Education/Operations, with the agreement of the President of District 13, O.S.S.T.F., may update or change any information after December 15 of the school year.
5. By February 15 of each school year, the Superintendent of Education/Operations shall provide each secondary school with a number of copies of the final **School Seniority List**. Notwithstanding this deadline, the Superintendent of Education/Operations, with the agreement of the President of District 13, O.S.S.T.F., may correct the information on this list.
6. When necessary, a secondary school teacher who has been declared surplus will be placed by the **Review Committee** in the position of these secondary teacher with the least regional seniority within any of the surplus teacher's subject fields. The surplus teacher may waive this right by informing the Superintendent of Education/Operations in writing by the end of the third week in April.
7. When a displacement situation exists, the Superintendent of Education/Operations shall call a meeting of the **Review Committee**. The **Review Committee** shall make a declaration based on regional seniority within the appropriate subject field as to which teacher is to be finally displaced, and the subsequent teacher placement procedure. The **Review Committee** shall make every effort to keep the number of displacements to a minimum.
8. The Superintendent of Education/Operations shall be responsible for informing the parties concerned.
9. A surplus teacher who has been placed by the **Review Committee** shall remain eligible to apply for posted complement vacancies.
10. The **Review Committee** may begin its review of the surplus, redundancy and transfer situation in the Board at any time but it shall begin its review no later than the fourth week of April in any school year. The Committee should make every effort to declare teachers surplus to the Board because of the displacement process as soon as possible after the fourth week of April in any school year. The **Review Committee** shall meet as needed, on an ongoing basis to assess the appropriateness of all staff changes and make such adjustments as appear necessary.
11. Should additional staff be allocated after the placement procedure has been completed and before the opening date of the school year, teachers placed by the **Review Committee** into positions that require them to assume responsibility for subjects not on their Certificate of Qualification shall have priority in the filling of any such additional positions.

ARTICLE 4 - SENIORITY, TRANSFER AND REDUNDANCY OF SECONDARY SCHOOL TEACHERS (CONT.)

4.04 Placement and Recall:

1. All complement vacancies will be posted Internally prior to Internal/external postings, with a copy to the President of District 13, O.S.S.T.F.

2. Where vacancies in Positions of Responsibility are known they are to be filled by March 31 wherever possible.

Vacancies for Positions of Responsibility that become available during the last two days of the school year for the ensuing school year will be filled internally on an acting basis from the school's staff, wherever possible.

3. By the end of the first week in April of each school year all declarations of surplus teachers will have been made in each school.

4. Teachers on the surplus list will be recalled to their school if positions for which they hold appropriate qualifications become available. Surplus teachers who have accepted a position in another school have the first right to recall if a position for which they are qualified becomes available in their original school before June 30.

5. A procedure will be designed by the Superintendent of Education/ Operations to provide a composite posting on a weekly basis from the time teachers are declared surplus until the time teachers are declared redundant.

6. Teachers not placed will be declared redundant to the secondary school system by May 31st.

The Board shall offer to the teacher any position for which that teacher is qualified that becomes available by October 31 in the same year. The Superintendent of Education/Operations shall inform each teacher in writing that the Board, on written application by the teacher, is prepared to accept the teacher back into the system if a vacancy for which that teacher is qualified subsequently occurs during a period of two years following termination of contract.

7. First priority in placement will be given to those teachers who have been declared surplus. First priority in hiring will be given to those teachers who have been declared redundant. In cases of dispute, the Review Committee shall have the authority to make the placement. Preference in outside hiring after the surplus and redundant teachers have been accommodated shall be given to part-time teachers as in 4.02 (1b).

8. Outside hiring will not be authorized by the Superintendent of Education/Operations until all redundant teachers have been placed, or until the qualifications of such teachers do not fit, and cannot, by the Review Committee, be made to fit positions open at that time, and part-time teachers [as in 4.02 (1b)] have had the opportunity to apply for full-time positions as in 4.04 (7).

ARTICLE 4 -SENIORITY, TRANSFER AND REDUNDANCY OF SECONDARY SCHOOL TEACHERS (CONT.)

4.05 Options for Permanent Teachers Declared Redundant

The Superintendent of Education/Operations will inform the redundant teacher of the following options:

1. The teacher will be granted a **termination benefit** in accordance with the provisions of Article 18. Acceptance of **this termination benefit** by the teacher precludes all subsequent Board **obligations**. The **termination benefit** shall be based on that teacher's annual salary at the **time** of being declared redundant.
2. The teacher *may elect to delay* **termination** by taking a leave of absence **without pay** of up to two years, and should no vacancy for which the teacher is qualified exist during the period of such leave of absence, the contract shall be **terminated** upon payment of a **termination benefit** in accordance with Article 18. At any time during **this** two year period, the teacher may reconsider **his** or her choice and select option 1. by **notifying** the Manager of Employee **Relations/Services** in writing.
3. A redundant teacher may enter into any other arrangement that is mutually acceptable to the teacher, to **District 13, O.S.S.T.F.** and to the Director, provided that such an arrangement is approved **prior** to May 15 and that the Manager of Employee **Relations/Services** has been notified by the teacher, failing which the teacher shall be **entitled** to select any **other** option. The teacher shall be required to notify the Manager of Employee **Relations/Services**, in writing, of the **option** selected.

4.06 Appeals Regarding Seniority and Redundancy:

It is understood by both parties that the **first** route of appeal by any **individual** concerning any aspect of the aforementioned procedure is to the **Review Committee** as defined in this procedure.

4.07 Implementation Analysis:

The **implementation** of this procedure shall be reviewed annually by the **Superintendent of Education/Operations** with the Secondary School **principals** and the **Review Committee** prior to the date on which any teachers may be declared surplus. **Lists** of teachers to be declared surplus shall be made **available** and a composite **posting** shall be prepared at this meeting.

4.08 Review:

This procedure is subject to **review** from **time to time** at the request of either **District 13, O.S.S.T.F.** or the **administration** of the Durham **District School Board**.

ARTICLE 5 - DEMOTION, DISCIPLINE AND DISMISSAL

5.01 The Board may dismiss, demote or **discipline in writing** for Just cause. Written reasons for such **decisions** will be provided to those affected, if requested.

The non-renewal of a **secondment**, or of a **Continuing Education** or Home Instruction contract, is not **dismissal**, demotion or **discipline**.

5.02 If a teacher is to be **disciplined** or **dismissed**, he or she may request Union **representation** at a meeting in which the penalty is to be imposed.

5.03 A teacher may be declared redundant under the terms of Article 4 and released.

5.04 Where a Principal/Superintendent intends to interview a teacher for **discipline** in writing, the **Principal/Superintendent** shall notify the teacher in advance of the purpose of the interview in order for the teacher to contact a Union **representative** to be present at the interview.

ARTICLE 6 - SALARY SCHEDULES AND ALLOWANCES

6.01 Basic Salary Schedule

Teachers will be placed on the Basic Salary Schedule in accordance with the terms as defined in Articles 3.08 and 6 of this Agreement.

September 1, 2000 - August 31, 2001 (Represents 2% Increase)

<u>Years</u>	<u>Cat. I</u>	<u>Cat. II</u>	<u>Cat. III</u>	<u>Cat. IV</u>
0	32,296	33,422	35,998	37,762
1	34,215	35,528	38,402	40,406
2	36,121	37,640	40,818	43,046
3	38,040	39,749	43,236	45,686
4	39,945	41,865	45,646	48,324
6	41,865	43,966	48,053	50,952
6	43,770	46,085	50,467	53,593
7	45,686	48,187	52,883	56,236
8	47,593	50,295	55,301	58,870
9	49,507	52,407	57,701	61,500
10	51,410	54,512	60,118	64,140
11	53,529	56,819	62,469	66,816

September 1, 2001 - August 31, 2002 (Represents 2.67% Increase)

<u>Years</u>	<u>Cat. I</u>	<u>Cat. II</u>	<u>Cat. III</u>	<u>Cat. IV</u>
0	33,158	34,314	36,959	38,770
1	35,129	36,477	39,427	41,485
2	37,085	38,645	41,908	44,195
3	39,056	40,810	44,390	46,906
4	41,012	42,983	46,865	49,614
5	42,983	45,140	49,336	52,312
6	44,939	47,315	51,814	55,024
7	46,906	49,474	54,295	57,738
8	48,864	51,638	56,778	60,442
9	50,829	53,806	59,242	63,142
10	52,783	55,967	61,723	65,853
11	54,958	58,336	64,137	68,600

ARTICLE 6 -SALARY SCHEDULES AND AI LOWANCES (CONT.)

6.01 After August 31, 2002 (Represents 2.3% increase)

<u>Years</u>	<u>Cat. I</u>	<u>Cat. II</u>	<u>Cat. III</u>	<u>Cat. IV</u>
0	33,921	35,103	37,809	39,662
1	35,937	37,316	40,334	42,439
2	37,938	39,534	42,872	45,211
3	39,954	41,749	45,411	47,985
4	41,955	43,972	47,943	50,755
5	43,972	46,178	50,471	53,515
6	45,973	48,403	53,006	56,290
7	47,985	50,612	55,544	59,066
8	49,988	52,826	58,084	61,832
9	51,998	55,044	60,605	64,594
10	53,997	57,254	63,143	67,368
11	56,222	59,678	65,612	70,178

6.02 Rate for Part-time Teachers

A part-time teacher shall be paid at a rate of salary for that teacher's appropriate category placement and appropriate allowances and postgraduate degree(a) as provided in this Agreement, all of which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

As of September 1, 1984, a part-time teacher shall have each year of service recognized as a full year of seniority.

6.03 Teaching Experience

All full teaching months of experience as a full-time teacher, or pro-rated experience as a part-time teacher, excluding day-today supply experience, with a school board operated under the authority of the Acts and Regulations of a Ministry of Education - Province or Territory of Canada, shall be recognized for placement on the "Basic Salary Schedule" up to the maximum.

6.04 Other Teaching Experience

Teaching experience other than that stipulated in Section 6.03 may be recognized for placement on the "Basic Salary Schedule" at the discretion of the Director or designate.

6.05 Placement

(a) For the purposes of placement on the "Basic Salary Schedule", a full year of teaching experience shall be ten (10) months normally being the months from September to June inclusive. A full semester of teaching shall be recognized as 0.5 years for placement on the grid.

(b) The calculation of years of teaching experience for salary purposes will be effective on the first day of school each year, and confirmation will appear on the Employee Record Statement distributed to each employee in the fall.

6.06 Recognition of Related or Professional Experience

Recognition of teaching experience or related trade or professional experience (in excess of requirements for basic teaching certification) on the "Basic Salary Schedule" shall be subject to the approval of the Director or designate. The onus shall be on the teacher to produce satisfactory evidence of teaching experience or related trade or professional experience.

ARTICLE 6 - SALARY SCHEDULES AND ALLOWANCES (CONT.)

- 6.07 **Guidelines for Placing Related Trade or Professional Experience as Teaching Experience on the Basic Salary Schedule**
- (a) Teachers with related work experience shall be placed on the grid with each year of such experience being equal to one-half of a year's secondary school teaching experience.
 - (b) Six (6) months to twelve (12) months of related work experience shall count as one (1) year of related experience for allowance purposes.
 - (c) Less than six (6) months of related work experience shall not count toward this allowance.
 - (d) The total allowance granted under this section shall not exceed five (5) years of secondary school teaching experience.
 - (e) The total of this allowance and the salary computed under Section 6.01 will not exceed the category maximum.
- 6.08 **Teachers Seconded to Perform Vice-Principal Duties on a Temporary Basis**
- (a) Subject to the provisions set out below, a teacher who is seconded for a anticipated specific term of at least ten (10) regular school days to fulfill the duties of a complement Vice-Principal position, for purposes other than as set out in Article 6.09, such term not to exceed ninety-five (95) regular and consecutive school days, shall continue to be a member of the bargaining unit, with all of the rights, privileges and obligations thereof, including but not limited to:
 - (i) payment and deduction of union dues and levies;
 - (ii) participation in the teachers' benefits plans pursuant to the collective agreement;
 - (iii) accrual of bargaining unit seniority in the usual course; and
 - (iv) full recognition and credit for teaching experience for the term the teacher is in the position.
 - (b) The terms and working conditions of the Vice-Principal assignment shall be the same as those of other Vice-Principals as determined by the Board, including the same protection from personal liability for performance of job duties. It is agreed and understood, however, that teachers seconded to perform these duties shall not be expected or required to discipline other teachers or to write or present performance appraisals of other teachers.
 - (c) The salary for the teacher seconded to perform Vice-Principal duties shall be the ordinary starting salary rate for a Vice-principal, pro-rated for the period of time of the assignment.
 - (d) The term of the acting or temporary assignment referred to above may be extended by mutual agreement between the Board and the Union.
 - (e) A decision of the Board to terminate a teacher's assignment to a Vice-Principal position shall not be considered disciplinary. Nothing in this Article prevents a teacher from returning to his/her teaching duties within the Bargaining Unit, subject to a clear five (5) days notice to the Principal.

ARTICLE 6 - SALARY SCHEDULES AND ALLOWANCES (CONT.)

- 6.08 (f) Upon the termination of the acting assignment, the teacher shall be placed in the teaching position held by her/him prior to the secondment unless the position has ceased to exist, in which case the teacher will be placed in a comparable position as may be determined by the Board in consultation with the Bargaining Unit.
- (g) A teacher seconded to perform the duties of a Vice-Principal shall be replaced by an occasional teacher.
- (h) Where a Vice-Principal vacancy exists, the Board undertakes to attempt to fill the vacancy with a qualified candidate as soon as is practicable.
- (i) Secondment of a teacher to perform the duties of a Vice-Principal on a temporary basis, including the decision whether to assign a teacher at all, shall be at the sole discretion of the Superintendent of Education/Operations.
- 6.09 **Teachers Assigned as Teacher-In-Charge of the School on a Day-To-Day Temporary Basis**
Article 6.08 does not apply to a short-term temporary assignment of a teacher as Teacher-In-Charge of the school in the absence of both the Principal and the Vice-Principal for an occasional or short-term absence of one or more regular school days, in which event the following applies:
- (a) Where a teacher is assigned by a Principal or Vice-Principal, in advance and in writing where practicable, as the Teacher-In-Charge of the school on a temporary basis for at least one (1) full and regular school day, for not more than three (3) consecutive days, and in accordance with the foregoing, except with the consent of the Union, the following shall apply:
- (i) The teacher shall be paid, in addition to his or her regular pay, a sum equal to the difference between 1/194th of the start rate (Yr. 0) of a secondary Vice-Principal's annual salary and 1/194th of the teacher's regular annual salary, for each full and regular school day in the In-Charge assignment;
- (ii) Where the teacher is assigned to be In-Charge of the school on a temporary basis, he or she shall be released from his or her regular duties as a teacher;
- (iii) If the teacher assigned is a classroom teacher, he or she shall be replaced by an occasional teacher in respect of his or her classroom teaching assignment only. For clarification, if the assigned teacher's regular duties require him or her to be a classroom teacher for only 1/2 of the regular school day, then an occasional teacher replacement shall be a one-half (1/2) day assignment only;
- (b) Each Principal shall forward to the Supervisor of Employee Records, a copy to the Superintendent of Education/Operations, a request for payment for any teacher assigned to be In-Charge of the school on a temporary basis, and payment will be made to the teacher on the third pay date after receipt by the Supervisor of the request for payment. Usual and statutory deductions apply to all such payments;
- (c) Assignment of a teacher, including the decision whether to assign a teacher at all, to be In-Charge of the school on a temporary basis shall be at the sole discretion of the Principal; and
- (d) Denial or cancellation of an assignment to be In-Charge of a school on a temporary basis shall not be considered disciplinary.

ARTICLE 6 - SALARY SCHEDULES AND ALLOWANCES (CONT.)

- 6.10 Allowance for Post-Baccalaureate Degrees**
- (a) An allowance of **\$925.00** for a Master's Degree **recognized** by the Ministry of Education will be paid to a member of the **teaching staff** in **addition** to that teacher's salary on the "**Basic Salary Schedule**". This allowance will not be applicable if the post-baccalaureate degree is used to determine category placement on the "Basic Salary Schedule" in accordance with Article 3 of this Agreement.
 - (b) An additional allowance of **\$580.00** for a second post-graduate degree **recognized** by the Ministry of Education will be **paid** to a member of the **teaching staff**.
 - (c) To receive the allowance for (a) or (b) above, the teacher must submit **documentation** satisfactory to the Director or designate.
- 6.11 Special Education Specialist Allowance**
- (a) Teachers who have Special Education Specialist Certification and are teaching full-time in a **Special Education** course or programme, as designated by or defined by the Ministry of Education, shall receive an allowance of **\$555.00** for the 1992/93 school year.
 - (b) Teachers teaching less than full-time in a Special Education course or programme, as designated by or defined by Ministry of Education Regulations, shall receive a pro-rated allowance.
 - (c) Notwithstanding 6.10(a) and (b) above, teachers who are earning the Special Education Allowance (**\$555.00** or a pro-rated portion thereof) as of June 30, 1993 or who are entitled to the allowance upon scheduled return from leave, shall continue to receive that allowance for as long as they continue to teach in a Special Education course or programme. The allowance shall not be paid to teachers who begin teaching in a Special Education course or programme on or after September 1, 1993.
- 6.12 Allowances for Positions of Responsibility**
- (a) **Facilitator Allowance - \$2,497.00** per school year, paid pro rata for each full month of the school year worked in the **position**.
 - (b) **Program Leader Allowance - \$4,100.00** per **position** per school year, paid pro rata for the number of regular school days worked in the position during the school year compared to the number of regular school days in the school year calendar.
- Where two teachers share a Program Leader **position** the allowance **paid** to each teacher shall be **\$2,050.00**.

METHOD OF PAYMENT

- 7.01 All salary payments will be by direct **deposit** as follows:
- (a) Salaries will be paid at a rate of 4% on a bi-weekly basis during the school year beginning on the first working Thursday in September, and ending with a final cheque in June in an amount to bring the annual salary percentage total to 100% for each teacher.
 - (b) Teachers who leave the Board's employ will be paid any salary owing up to the day worked.
 - (c) Where a teacher works only 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 work days in the school year.
- 7.02 **Retroactive Salary Adjustments for Upgrading**
The Board will adjust the salary of a teacher as of September 1 in any year:
- (a) If the requirements for placement in a higher salary group are completed before the beginning of school: and
 - (b) if application with supporting evidence is submitted to the Director at the earliest opportunity, but not later than the last teaching day in December of that year.
- The Board will adjust the salary of a teacher as of January 1 in any year:
- (c) If requirements for placement in a higher salary group are completed before December 31 of the previous year; and
 - (d) if application with supporting evidence is submitted to the Director after the last teaching day in December of the previous year, but before May 31 of that year.
- 7.03 **Employment Insurance Rebate**
Commencing December, 1997, and for each year thereafter, it is agreed that the teachers' share of the Employment Insurance premium reduction rebate will be credited for their benefit in relation to benefit improvements which were negotiated as part of the 1996-98 Collective Agreement.

ARTICLE 8 - BENEFIT PLANS

- 8.01** The Board will assume 90% of the premium rates for the coverage of benefits under the following:
- (a) **Group Life Insurance** (3 times earnings to a maximum of \$229,000 for Teachers in Positions of Added Responsibility and \$211,000 for Teachers)
 - (b) **Accidental Death & Dismemberment**
 - (c) **Medical/Dental** - (\$10.00 single/\$20.00 family deductible)
 - (i) **Basic Dental**, \$1,000 maximum per year.
 - (ii) **Major Services and Prosthodontics** at 50% co-insurance and \$1,000 maximum combined per calendar year.
 - (iii) **Orthodontics** at 50% co-insurance and \$1,000.00 maximum per calendar year (\$3,000.00 lifetime).
 - (iv) **Prescribed drugs** under the major medical. Dispensing fee cap of \$8.00/prescription
 - (v) **Vision Care Plan** to provide up \$250 in any 24 month period for prescription glasses/contact lenses. - Effective September 1, 2001
 - (vi) **1998 O.D.A., effective January 26, 1999.**
 - (d) The teachers will assume 100% of the premium rates for the following:
Long-Term Disability (maximum monthly payment is \$5,000.00)

The O.S.S.T.F. District 13 agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deductions and payment under the Long-Term Disability Plan, including but not limited to any denial of claim by the insurer.

Coverage under (a), (b), and (d) is a condition of employment. Coverage and benefits under Items (a), (b) and (c) are in accordance with the terms of the policy with Manulife Financial or an equivalent policy with another company.

- (e) Representatives of the Board and the Bargaining Unit agree to meet with the Board's benefits consultant for the purpose of determining whether teacher's benefits under (a), (b) and/or (c) above can be enhanced at no additional cost to the Board.
- 8.02** A teacher on extended leave shall have the option to continue benefit coverage under 8.01, and this option shall be limited to one parent per family per leave. The cost of such benefits shall be paid 50% by the teacher and 50% by the Board, exclusive of Long-Term Disability which shall continue to be paid 100% by the teacher.
- 8.03** A part-time teacher shall be paid at the rate of salary for that teacher's category and appropriate allowances for teaching experience and postgraduate degree(s) and benefits as provided in Section 8.01, all of which shall be pro-rated in the same ratio as the part-time employment bears to a full-time employment. Such benefits shall be subject only to the restrictive provisions of any individual benefit plan.
- 8.04** Teachers on L.T.D. shall continue to receive benefits as provided in Section 8.01 until such time as they are eligible to collect a 66% unreduced service pension from the Teachers' Pension Plan Board or attainment of age 65, whichever occurs first.

ARTICLE 8 - BENEFIT PLANS (CONT.)

8.05 A teacher with less than nine (9) years teaching experience shall be eligible to receive a salary allowance equivalent to 70% of that teacher's annual salary rate for the period between the expiration of the sick leave credit and the commencement of the L.T.D. benefits according to the leave plan.

The maximum amount payable by the Board to any teacher will be \$7,500.00. Payment will be subject to receipt of an appropriate medical report.

ARTICLE 9 - STAFFING AND WORKLOAD PROVISIONS

9.01 Staff Complement

- (a) The FTE secondary teaching staff complement shall be 1,347.3 [excluding ESL, Facilitators, Continuing Education, Grove School, E-Learning, Bite Administration and Food School] based on a projected enrolment of 22,457.11 FTE students for the 2001/2002 school year. The FTE classroom teaching staff assigned to credit or credit-equivalent courses shall be based on an average class size of all secondary school classes, in the aggregate, of 21:1 [subject to legislated amendment if applicable], averaged over the school year, and to accommodate an aggregate average assigned teacher workload of 6.67 eligible courses as set out in Article 9.06.
- (b) The complement includes 76.5 FTE Library and Guidance teachers, 85.6 Special Education teachers.
- (c) No teacher shall be laid off during the school year in order to achieve complement.

9.02 Staff Allocation

To facilitate the allocation of staff, the average class size in each school in each of the following categories:

1. Secondary Reform Categories:

- (a) **Grades 9 and 10**
(Non-Technical)
 - Academic (D)
 - Applied (P)
 - Essential (E)
 - Open (O)

(Technical & Practical Family Studies)

 - Open (O)
- (b) **Grades 11 and 12**
(Non-Technical)
 - University (U)
 - University/College (M)
 - College (C)
 - Essential/Workplace (E)
 - Open (O)

ARTICLE 9 - STAFFING AND WORKLOAD PROVISIONS (CONT.)

- 9.02 (Technical and Practical Family Studies)
- . University/College (M)
 - . College (C)
 - . Essential/Workplace (E)

Transfer Course (H, J, K, L, Q, R, S, n/a) [note: transfer courses, if offered in day school during the school year end in combination with other courses, will be considered as multi-grade classes.]

Co-Operative Education (Out-of-school component)

2. OSIS Categories

- . Advanced Academic (A)
- . General Academic (G)
- . Basic Academic (B)

- . Advanced Technical and Practical Family Studies (A)
- . General Technical and Practical Family Studies (G)
- . Basic Technical and Practical Family Studies (B)

- . Co-Operative Education (Out-of-school component)

will be calculated and compared to the corresponding system-wide average class sizes based on the Teacher Utilization Reports of October 31 of the previous school year.

Once the total number of staff and the hold back factor have been determined, the staff Allocation Committee will meet to allocate staff to schools. The Committee will allocate staff in a manner that eliminates as much as is practical the difference between the school average and the system-wide average class size for each category.

9.03 Staff Allocation Committee

The Staff Allocation Committee shall consist of three (3) representatives of the Bargaining Unit and three (3) representatives of the Board. The Committee shall:

- . review by March 31 the student enrolment projections provided by the Principals and the Planning Department;
- . allocate the system-wide staff complement to schools;
- . review by April 30, May 31, and June 30, and throughout September, fluctuations in student enrolment figures and determine the changes, if any, to the system-wide staff complement and its allocation to schools;
- . review by October 15, the September 30 student enrolment statistics, the class size statistics and the teacher utilization reports to balance the Board's system-wide average class sizes and teacher workload provisions;
- . This review process will be repeated for semestered schools for the second semester by February 28 based on February 15 statistics.

ARTICLE 9 - STAFFING AND WORKLOAD PROVISIONS (CONT.)

9.04 In-School Workload Review Committee

There shall be an In-School Workload **Review** Committee in each school, which shall meet outside of class hours.

- a) The In-School Workload Review Committee shall consist of the **Principal**, a **Vice-Principal**, the Branch President or designate from the Branch Executive, and the Branch **C.B.C.** representative or designate from the Branch Executive. For schools **without a vice-principal**, the Committee shall consist of the Principal and the Branch **President or designate**.
- b) The Committee shall:
 - conduct a **September 30** teacher Staffing and workload survey, identify and correct any discrepancies between the survey data, the Principals' **September 30** Enrolment Report and Board **Class Size** report as generated by the Operations Department;
 - the Principal shall **Immediately** attempt to correct these identified class size guideline problems.
 - by **October 10**, the **ISWRC** shall **report** any uncorrected class size guideline problems. The report should be signed by the Principal and Branch President, submitted to the **Superintendent of Education/Operations** and the President of the **Bargaining** Unit, and forwarded to the **Staff Allocation** Committee by **October 10**.
 - repeat the process by **February 15**, to be **submitted by February 21**.
- c) **Additional ISWRC** meetings may be arranged if mutually agreed between the Principal and the Branch **President**.

ARTICLE 9 - STAFFING AND WORKLOAD PROVISIONS (CONT.)

9.05 Class Size Guidelines

The Board and the Bargaining Unit agree that the following maximum class sizes are desirable to promote a positive learning environment:

1. **Secondary Reform Categories:**
 - (a) **Grade 9 and 10**
(Non-Technical)
 - . Academic (D) 28
 - ▶ Applied(P) 26
 - . Essential (E) 20
 - . Open (O) 28

(Technical & Practical Family Studies)

 - . Open (O) 22
 - (b) **Grade 11 and 12**
(Non-Technical)
 - . University(U) 28
 - ▶ University/College (M) 26
 - . College(C) 26
 - . Essential/Workplace(E) 20
 - ▶ Open (O) 28

(Technical & Practical Family Studies)

 - ▶ University/College (M) 22
 - . College(C) 20
 - . Essential(E) 19
 - . Co-Operative Education 20 (averaged over the timetable
(Out-of-school component) for each individual teacher)
2. **OSIS Categories**
 - Advanced Academic (A) 30
 - General Academic (G) 26
 - Basic Academic (B) 22
 - Advanced Technical & Practical Family Studies (A) 24
 - General Technical & Practical Family Studies (G) 20
 - Basic Technical & Practical Family Studies (B) 16
 - Co-operative Education (Out-of-school component) 20 (averaged over the timetable for each individual teacher)
3. Where the desirable limits above can not be met, individual class sizes may be exceeded as follows:
 - Advanced Academic/Academic/University desirable maximum + 3
 - All others: desirable maximum + 2
4.
 - (a) Multi-level classes shall not exceed the desirable maxima of the lowest applicable class size level.
 - (b) Multi-grade classes shall not exceed 90% of the desirable maximum applicable.

ARTICLE 9 - STAFFING AND WORKLOAD PROVISIONS (CONT.)

- 9.05 5. The Board and the Bargaining Unit agree that the desirable limit for Grade 9 **Technical Studies** classes is **22** when all or part of the instructional time is delivered in an active construction technology shop, transportation technology shop, or manufacturing technology shop.
6. The **application** of the class size guidelines will be reviewed by the In-School Workload Review Committee.
7. Exceptions to the class **size guidelines** will be made if necessary for the Music and Physical Education programs and any other exceptions that may be agreed by the teacher affected, the Principal and the President of the **Bargaining Unit**.
8. No more than **50%** of the classes in any school in a semester shall exceed the **desirable maxima** unless the October 31 student enrolment exceeds the student enrolment projection for the school and program consideration will not allow for additional staff transfers and the teacher hold back in accordance with the staffing allocation model is **insufficient** to *meet* the desirable maxima.
- 9.06 Teacher Workload
Having regard to the teacher complement in Article 9.01, the following shall apply;
1. All full-time classroom teachers will be assigned time-tabled duties **consisting** of credit courses plus a combination of credit-equivalent **courses**, TAP, worked on-calls, supervision, and remedial time to reach a **6.67** classroom teacher workload in the aggregate average. Duties will be assigned as set out in the Letter to Principals issued by the Joint Employee Relations Committee.
2. Full-time Library, Guidance, **Co-Op**, and **Academic** Resource teachers may be fully **assigned** to their areas with two scheduled breaks and a scheduled **40** minute lunch break. Teachers shall be assigned as set out in the Letter to Principals issued by the Joint Employee Relations Committee.
3. A teacher who is assigned a mixed schedule of classroom and non-classroom **teaching** assignments in which at least two periods in a semester are in a **non-classroom** setting such as Library, Guidance, **Co-Op** and Academic Resource, may be assigned as set out in the Letter to Principals issued by the Joint Employee Relations Committee.
4. Half-time teachers shall be assigned teaching duties in the same manner as **full-time** teachers, and in accordance with the Letter to Principals issued by the **Joint** Employee Relations Committee.
5. Teacher workload issues shall be discussed at the In-School Workload Review Committee. If unresolved, the matter shall be referred to **Joint** Employee Relations Committee for resolution.
- 9.07 On-Calls
- (a) The Principal of a school may assign **one-half** ($\frac{1}{2}$) period per school day or one **(1)** period for each two **(2)** school days to a teacher to replace another teacher absent for any reason, to a **maximum** per teacher of thirty **(30)** one-half ($\frac{1}{2}$) periods of worked on-calls in a school year. In any event, a teacher may be assigned to replace an absent teacher in excess of the above in the event of emergency, to a maximum of a further five **(5)** one-half ($\frac{1}{2}$) periods in a school year.
- (b) A **Principal** shall assign on-calls **having** regard to the instructional time requirements to achieve an average aggregate teacher workload of **6.67**.

ARTICLE 10 - CONTINUING EDUCATION & HOME INSTRUCTION RATES OF PAY

10.01 Continuing Education and Home Instruction Teachers

The following shall be the Continuing Education and Home Instruction Salary Schedule (rates/hour) for teachers under this Agreement:

<u>September 1, 2000- August 31, 2001</u>	<u>September 1, 2001 - August 31, 2002</u>
\$30.45	\$31.26

Effective After August 31, 2002
\$31.98

plus current mileage rates for Home Instruction Teachers only.

ARTICLE 11 - CUMULATIVE SICK LEAVE PLAN

11.01 General

The Director shall have the power to do and perform all things necessary for the conduct of the sick leave plan including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deductions therefrom under this system.

11.02 The Director shall keep a record in which shall be entered the credits, the accumulated credits, and deductions therefrom, and in September of each year shall forward to each teacher a statement of the days accumulated as of the previous June 30.

11.03 In case of dispute with respect to credits or deductions therefrom under this system, the grievance procedure provided in Article 17 of this Agreement shall be followed.

11.04 Credits

(a) i At the beginning of each working year there shall be placed on the sick leave account of each teacher on the permanent or probationary staff scheduled for a working year of ten (10) months, twenty (20) days' credit and, scheduled for a working year of eleven (11) months, twenty-two (22) days' credit.

ii At the beginning of a teacher's employment with the Board which commences after the beginning of the school year, that teacher shall receive sick leave credits for each full month of employment proportionate to the working year remaining. Where a teacher's employment with the Board commences other than at the beginning of a given month, sick leave credits for that month shall be determined as follows:

Where 1 to 5 instructional days have passed:	1.5 sick days
Where 6 to 10 instructional days have passed:	1.0 sick days
Where 11 to 15 instructional days have passed:	.5 sick days
Where 16+ instructional days have passed:	0 sick days

(b) The accumulation of sick leave credits shall be to a maximum of 260 days.

(c) After the sick leave of twenty (20) days has been used in any school year, a teacher shall receive pay for absence caused by sickness up to the amount of that teacher's accumulated sick leave reserve.

(d) When an account has been completely expended, no further payment will be made for absence due to personal illness until the account has been credited for the next year, unless deemed otherwise by the Board.

ARTICLE 11 - CUMULATIVE SICK LEAVE PLAN (CONT.)

- 11.04 (e) Incoming teachers who carry with them accumulations of unused sick leave from any Ontario school board will be credited with 100% of such accumulation up to a maximum of 260 days.
- (f) A teacher whose period of service has been broken by resignation and who is re-employed without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated shall have placed in that teacher's sick leave account the number of unused sick leave credits which were held at the time of resigning.
- (g) Where a teacher ceases to be employed by the Board, the number of credits standing to that teacher's credit under the plan shall be reduced by two (2) credits for each full month remaining in the working year of such teacher.
- (h) In the event that a teacher draws upon sick leave credits due to the negligence of another party and such teacher commences a civil action for damages, any monies received, in lieu of loss of wages, as a result of such claim shall be turned over to the Board and the Board will reinstate the appropriate number of sick leave credits to the teacher.

11.05 Deductions

- (a) After three (3) consecutive days' absence caused by sickness, no leave with pay shall be allowed unless a certificate by a Physician or Dentist is provided to the school Principal certifying to the inability of the teacher to attend to his/her duties.
- (b) Notwithstanding subsection (a) above, a teacher may be required to produce a certificate of a Physician or Dentist if advised to do so during an absence or prior to an absence. If the request is made on the direction of the Superintendent of Education/Employee Relations, it shall be discussed in advance with the President of the Bargaining Unit.
- (c) A teacher may continue on extended leave for the periods of extension set out in 14.04(a) without loss of sick leave credits accumulated up to the date the pregnancy and/or parental leave commenced.
- (d) In cases where the absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of the absence to be charged against the credit shall be reduced to give effect only to the net salary paid by the Board.

11.06 Items Not Chargeable to Sick Leave:

- (a) Absence, with pay, will be allowed where it is occasioned through: quarantine by a Medical Officer of Health, although the teacher is not ill; jury duty or in response to a subpoena to attend Court, provided the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness; writing examinations or attending one's own graduation; or attending the birth of one's own child. Any such absence shall not be chargeable against the teacher's sick leave credit.
- (b) Up to five (5) days' leave of absence, with pay, will be allowed to any teacher employed by the Board attending the funeral of a member of said teacher's immediate family. Immediate members of the family to include only the following: spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, and including a person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco parentis.

ARTICLE 11 - CUMULATIVE SICK LEAVE PLAN (CONT.)

11.06 (c) A teacher who is not ill but is prevented, by order of his or her physician, from entering a particular school, classroom or other premises of the Board, due to evident or suspected presence of a communicable disease or illness of a temporary nature, shall so inform the Principal, and shall provide, as soon as possible, a medical certificate stating the reason for and period of anticipated limitation. Upon being so notified, the Principal, in consultation with the President of the Bargaining Unit, will arrange appropriate re-assignment of the teacher.

11.07 **Special Cases Chargeable to Sick Leave**

The Director or designate shall have authority to grant leave of absence, with pay, for periods up to three (3) teaching days, in any one (1) school year, either for special or compassionate reasons.

ARTICLE 12 - RETIREMENT GRATUITY PLAN

12.01 A teacher with a minimum of ten (10) years' service with the Board or a predecessor thereof, to the date of retirement shall be granted a gratuity based on the accumulated yearly credits and the highest annual salary during the five (5) years prior to retirement.

12.02 Only credits earned by the teacher during employment with the Board or a predecessor thereof shall be used in the calculation of the gratuity.

12.03 Credits will be accumulated as follows:

- (a) Each teacher will be given a credit of two (2) percent for each year's service with the Board or predecessor thereof prior to September 1973.
- (b) Commencing in September 1973, a teacher will be given a percentage credit for each year of service with the Board or a predecessor thereof based on the following table:

<u>Sick Leave Credits Unused at the End of Each Individual Year</u>	<u>Percentage Credits to be Added to an Employee's Accumulated Credits at the End of Each Individual Year</u>
20	2.0 percent
19	2.0
18	2.0
17	2.0
16	2.0
15	2.0
14	1.9
13	1.8
12	1.7
11	1.6
10	1.5
9	1.4
8	1.3
7	1.2
6	1.1
6	1.0
4	0.8
3	0.6
2	0.4
1	0.2
0	0.0

ARTICLE 12 - RETIREMENT GRATUITY PLAN (CONT.)

- 12.03** The teacher's accumulated credits at the end of each year shall not be reduced.
- (c) A teacher can accumulate a maximum credit of **50%** for service with the Board or a predecessor thereof.
 - (d) Teachers who have been absent ten (10) or more consecutive school days in any one (1) year shall be granted a gratuity credit of up to 2 percent in any one (1) year to a maximum of **5** percent at retirement.
 - (e) On each occasion where a pregnancy and parental leave has been extended or where a parental leave without a pregnancy leave has been extended, there will be no loss of accumulated retirement gratuity credits.
- 12.04** The retirement gratuity plan calculation is based on:
- (a) The total percentage credit in any teacher's account.
 - (b) The highest annual salary during the five (5) years prior to retirement.
 - (c) Example:
 - (i) Teacher with fifty percent credit accumulation and salary of **\$16,000** at retirement:
$$\frac{\$16,000 \times 50}{100} = \$8,000.$$
 - (ii) Teacher with **16.5** percent credit accumulation and salary of **\$16,000** at retirement:
$$\frac{\$16,000 \times 16.5}{100} = \$2,640.$$
- 12.05** The Director shall keep or cause to be kept, a record in which shall be entered the credits for each year and the accumulated credits to date. In September of every year each teacher shall receive a statement of that teacher's accumulated credits in the plan as of the previous June 30.
- 12.06** It is the responsibility of the teacher to make written application for the retirement gratuity and to submit evidence that that teacher has made application for, and is eligible to receive, a pension from the Ontario Teachers' Pension Plan Board.
- 12.07** A part year will be pro-rated.
- 12.08** This gratuity will be paid in one sum during the month of April following retirement, or in June of the year of retirement if the Board is so advised before December 31 of the preceding year.
- 12.09** In the event of the death of a teacher, either before or after retirement, but before receiving the benefits as provided in this plan, such benefits shall be paid to that teacher's estate.
- 12.10** A retiring teacher, as referred to in this plan, is interpreted as being: one who ceased to be employed by the Board, and has made application for, and is eligible to receive a pension from the Ontario Teachers' Pension Plan Board.
- 12.11** The Employee Relations Committee of the Board will give consideration to requests by O.S.S.T.F. on behalf of their individual members who are on Long-Term Disability.

ARTICLE 13 - OTHER LEAVES OF ABSENCE

- 13.01 **Applications** for leave of absence shall be made in writing to the Superintendent of Education/Operations, as far in advance as possible, and where practicable, three (3) months prior to the time when the leave may be granted.
- 13.02 On recommendation of the Superintendent of Education/Operations, the Board may grant a member of the staff a leave of absence with pay for stated periods of time for the following purposes:
- (a) **Special School Systems Investigations**
 - (b) **Special Study Projects**
 - (c) **Special Courses of Study** deemed necessary to the system and its students
 - (d) **Service** with the Ministry of Education & Training, Ontario Association for Education Officials, Ontario Institute for Studies in Education
 - (e) **Liaison Study** with Commerce and Industry
 - (f) **Special or compassionate** reasons justifying a longer leave than that provided for in the Cumulative Sick Leave Plan for Teaching Employees.
- The length of such leave shall be determined by the particular requirements of the project for which the leave is granted.
- 13.03 Any teacher on leave with pay shall be entitled to 100% credit for the purpose of increment, seniority and teaching experience during the period of the leave and to all employee benefits to which that teacher is entitled unless otherwise provided under this Agreement.
- 13.04 Without Pay
The Superintendent of Education/Operations may grant leave of absence without pay for up to one year, to members of staff, for such purposes as the following:
- 1. Work Experience
[excluding teaching other than occasional teaching];
 - 2. Special Request
- 13.05 A teacher granted a leave without pay shall not suffer a loss of retirement gratuity, seniority or sick leave credits accumulated to the time of commencement of leave and may retain, subject to carrier provisions, the employee benefits provided in Section 8.01 by assuming 100% of their costs.
- Further, a teacher granted a leave without pay shall be paid a special payment of \$25.00 once, if needed, for Teachers' Pension Plan Board purposes.
- 13.06 The placement of a teacher returning from a leave is subject to the provisions of Article 4.
- 13.07 The Superintendent of Education/Operations may suggest a deferment of leave if this appears to be in the best interests of the students and the school system.

ARTICLE 13 -OTHER LEAVES OF ABSENCE (CONT)

13.08 Half-Time Leave of Absence

- (a) A permanent teacher shall be granted a half-time leave of absence, renewable annually, upon written application or renewal notice to the **Superintendent of Education/Operations**, to be received no later than March 1 immediately preceding the school year for which the leave is being requested or renewed.
- (b) A teacher on half-time leave of absence will be required to work 0.5 of a regular teaching timetable during the year of the approved leave.
- (c) A teacher on half-time leave shall be entitled to **100% credit** for the purpose of **seniority during the period** of the leave and to all employee **benefits to which** that teacher is entitled unless otherwise **provided** under this Agreement, on a cost-share basis as set out below.
- (d) A teacher who is granted a half-time leave shall be eligible for salary and allowances, experience credit for salary purposes and sick leave accumulation, and retirement gratuity, each on a pro rata basis reflecting the **ratio** of that teacher's teaching schedule to the teaching schedule of a full-time teacher.
- (e) A teacher granted a half-time leave shall not suffer a loss of **retirement gratuity**, or sick leave credits accumulated to the time of commencement of leave.
- (f) A teacher who participates in a half-time leave shall be eligible for **benefits** described in Article 8, subject to the provisions and eligibility requirements of the Collective Agreement and of the benefit plans, and upon payment by the teacher, by automatic debit arranged in advance, of her/his share of premiums on **50/50** cost share basis **with** the Board.
- (g) Subject to the provisions of **Article 4**, upon the conclusion of a **half-time** leave, a teacher shall be returned by the Board to a full-time **teaching position** equivalent to the position **s/he** held immediately **prior** to her/his **participation** in the half-time leave. Equivalent **position** does not mean placement in the same program.

13.09 The number of staff on leave at any one time shall be subject to the instructional requirements and the budget allocation for such purposes.

13.10 Consideration for leaves under **this Article** will be given to the requirements of the school and program needs for staffing and expertise, as determined by the Superintendent of Education/Operations.

ARTICLE 14 - PREGNANCY/PARENTAL LEAVE

14.01 Pregnancy Leave

Pregnancy leave of up to seventeen (17) weeks without pay shall be granted to a teacher who has worked for the Board for at least thirteen (13) weeks as follows:

- (a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the teacher may request.
- (b) Pregnancy leave shall commence during the period of eleven (11) weeks immediately preceding the estimated date of delivery for teachers who do not take a parental leave. In cases where the teacher will also take a parental leave, the pregnancy leave may commence no earlier than seventeen (17) weeks before the expected birth date. In any event, pregnancy leave will commence no later than the date the child of the pregnancy comes into the custody, care and control of the family for the first time.
- (c) A teacher must give the Board at least two (2) weeks written notice of the date the pregnancy leave is to begin and submit a medical certificate from a legally qualified medical practitioner stating the expected birth date.
- (d) The pregnancy leave may end earlier than planned if the teacher gives the Board four (4) weeks written notice before the desired date of return.

14.02 Parental Leave

Parental leave without pay shall be granted to a teacher who has worked for the Board at least thirteen (13) weeks as follows:

- (a) Parental leave shall be for an thirty-five (35) week period or such shorter period as the teacher may request.
- (b) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (c) Parental leave may begin no more than thirty-five (35) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- (d) Where possible, the teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- (e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Board at least four (4) weeks written notice before the desired date of return.
- (f) It is understood and agreed that the teacher will give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.

ARTICLE 14 - PREGNANCY/PARENTAL LEAVE (CONT.)

14.03 Provisions Applicable to Both Pregnancy and Parental Leaves

- (a) Seniority and credit for teaching experience continue to accrue during pregnancy leave [as defined in 14.01(a)] and/or parental leave [as defined in 14.02(a)].
- (b) During pregnancy leave and/or parental leave, the Board shall continue to make its contributions for the benefit plans provided under Article 8.01 unless the teacher indicates in writing that the teacher does not intend to pay the teacher's contributions, or the teacher fails to make such contributions by way of post-dated cheques provided to the Board at the commencement of the leave.
- (c) A teacher returning from a pregnancy leave or a parental leave in the same school year in which the leave was commenced shall return to the position held prior to the commencement of the leave.
- (d) A teacher returning from a pregnancy leave or a parental leave in a school year subsequent to the year in which the leave commenced shall return to the position held at the commencement of the leave, subject to the provisions of Article 4.
- (e) Salary shall be paid in accordance with the proportion of the year taught.
- (f) A teacher who is required to be absent from work because of pregnancy related illness is entitled to sick leave in accordance with Article 11. A teacher on pregnancy or parental leave is not normally entitled to sick leave pay during the leave.
- (g) A teacher may be required to submit a written statement of intent to return to work at the end of pregnancy and/or parental leave.

14.04 Extended Leave

- (a) A combined pregnancy leave and parental leave may be extended without pay up to a total maximum of two (2) years on approval by the Board. Parental leave without a pregnancy leave may be extended without pay to a total maximum period of 87 weeks (104 weeks minus 17 weeks pregnancy leave) on approval by the Board. In the event of a subsequent birth/adoption, a teacher shall be granted an additional unpaid leave for up to two (2) years from the date of the subsequent birth/adoption.
- (b) A teacher on extended leave shall have the option to continue benefit coverage under 8.01, and this option shall be limited to one parent per family per leave. The cost of such benefits shall be paid 50% by the teacher and 50% by the Board, exclusive of Long-Term Disability which shall continue to be paid 100% by the teacher.
- (c) A teacher may continue on extended leave for the periods of extension set out in 14.04(a) without loss of sick leave credits accumulated up to the date the pregnancy and/or parental leave commenced.
- (d) A teacher may continue on extended leave for the periods of the extension set out in 14.04(a) without loss of seniority or teaching experience accrued as of completion of the parental leave (maximum 35 weeks) or the combined pregnancy/parental leave (maximum 52 weeks).
- (e) Notwithstanding 14.04(d), if a teacher is requested by the Board and the teacher agrees to extend the parental leave, such request and agreement shall be in writing. The teacher shall be credited with seniority and teaching experience to the extent of the agreed leave in accordance with the provisions of the Collective Agreement.

ARTICLE 14 - PREGNANCY/PARENTAL LEAVE (CONT.)

- 14.04 (f)** A teacher returning from an extended leave in the same school year in which the leave was commenced shall return to the position held prior to the commencement of the leave.
- (g)** A teacher returning from an extended parental leave in a school year subsequent to the year in which the leave commenced shall return to the position held at the commencement of the leave, subject to the provisions of Article 4.
- (h)** Salary shall be paid in accordance with the proportion of the year taught.

14.05 Supplemental Unemployment Benefits (SUB) Plan

It is understood by both parties to this Agreement that the SUB Plan set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and procedures. In the event of amendment to those E.I. Regulations and procedures, these SUB provisions will be reopened and renegotiated by the parties, as required, to ensure ongoing acceptance by E.I. authorities.

1. The object of this SUB Plan is to supplement the E.I. benefits received by teachers from the Canada Employment and Immigration Commission for temporary unemployment caused by pregnancy leave or parental leave.
2. Only teachers covered by this Collective Agreement are covered by this Plan.
3. The other requirements for receipt of SUB are:
 - (a)** The teacher must be eligible to receive E.I. pregnancy or parental benefits from the Canada Employment and Immigration Commission following a two week unpaid waiting period;
 - (b)** An application for SUB must be made by the teacher on a form to be provided by the Board and the teacher shall provide verification of approval of the E.I. claim by submitting his or her benefit stubs or by obtaining a computer print-out from the Commission.
 - (c)** The teacher shall sign an agreement with the Board indicating:
 - (i)** that the teacher will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the teacher's pregnancy leave or parental leave (and any subsequent additional leave granted by the Board under this Agreement); and
 - (ii)** that should the teacher not comply with (i) above the teacher shall reimburse the Board any monies paid to the teacher under this SUB Plan.
4. A teacher must have applied for and be in receipt of E.I. benefits before a SUB becomes payable.
5. A teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the teacher has applied for and is in receipt of E.I. benefits.

ARTICLE 14 - PREGNANCY/PARENTAL LEAVE (CONT.)

- 14.05 6. A teacher shall not have the right to a SUB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
- 7 Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits shall not be reduced or increased by payments received under this Plan.
8. The benefit level paid under this Plan is set at a weekly rate equal to 90% of the teacher's weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week, the total amount of the SUB, E.I. gross benefits and any other earnings received by the teacher shall not exceed 95% of the teacher's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.
9. The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SUB is payable. A teacher who is not required to serve a waiting period before E. I. Benefits commence shall not be eligible to receive a SUB payment.
10. This Plan shall be in effect for the term of the Collective Agreement.

ARTICLE 15 - LEAVES FOR UNION BUSINESS AND ELECTED OFFICE

15.01 Leave for President of District 13, O.S.S.T.F.

The President of District 13 shall be entitled to a leave of absence for the duration of the President's term of office without loss of credits. Such teacher shall be entitled to 100% credit for teaching experience during the period of such leave, to the Employee Benefits as provided in Section 8.01, and to the benefits described in Article 11 -Cumulative Sick Leave Plan. The President shall notify the Board whenever sick days are used so the accumulated sick leave account can be adjusted accordingly.

15.02 Conditions of Leave

The leave of absence under Section 15.01 shall enable the President to assume a full-time leave to carry out official Union business.

15.03 Leave for Chief Negotiator, District 13, O.S.S.T.F.

- (a) The Chief Negotiator, District 13, O.S.S.T.F., shall be entitled to a one half-time leave of absence. Only one Chief Negotiator shall be entitled to such leave of absence at one time.
- (b) The leave of absence shall entitle the Chief Negotiator to a one half-time leave of absence as long as the teacher is Chief Negotiator.
- (c) Such teacher shall be entitled to 100% credit for teaching experience during the period of the leave and to the Employee Benefits to which that teacher is entitled as provided in Section 8.01 and to the benefits described in Article 11 -Cumulative Sick Leave Plan. The President shall notify the Board whenever sick days are used so the accumulated sick leave account of the Chief Negotiator can be adjusted accordingly.
- (d) As required, occasional teachers shall assume the classroom duties resulting from the Chief Negotiator's leave.

ARTICLE 15 - LEAVES FOR UNION BUSINESS AND ELECTED OFFICE (CONT.)

15.04 Other Union Leave for District 13, O.S.S.T.F.

- (a) At the request of the District 13 Executive, **additional** leaves shall be granted to carry out **official** Union business to a maximum of one full-time equivalent (F.T.E.) leave per school year. Leaves shall only be granted to teachers on a full school year or a full semester basis. Leaves requested for less than 0.5 F.T.E. teacher will only be granted with the approval of the Superintendent of Education/Operations.
- (b) Teachers on such leaves shall be entitled to 100% credit for teaching experience during the period of such leave, to the Employee Benefits as provided in Section 8.01, end to the benefits described in Article 11 - Cumulative Sick Leave Plan. The President shall notify the Board whenever sick days are used so the accumulated sick leave account for teachers on such leave can be adjusted accordingly.
- (c) The District 13 Executive shall request such leaves in writing on or before May 31 or December 15, notifying the Board of the names of the teachers for whom it proposes the leave.

15.05 The Board shall continue to pay full salary and to maintain employee benefits in accordance with Articles 8.01 and 11 for the President, the Chief Negotiator and the teacher or teachers on leave under Article 15.04. District 13, O.S.S.T.F. shall reimburse the Board the full cost for employee benefit coverage, the full cost of any monetary payments or benefits payable to the teacher separate and apart from the basic salary schedule and the salary cost of the replacement teacher which shall be defined as the average of the Basic Salary Schedule as of September 30 each year, which will be pro-rated for teachers on leave for less than a normal full-time teaching workload. The average of the Basic Salary Schedule is calculated by adding the salary at all steps of the grid end dividing by the number of steps.

15.06 Leave for Office With Provincial O.S.S.T.F.

The Board agrees to grant leave of absence up to a maximum period of five (5) years to any teacher who gains office with the Provincial O.S.S.T.F. The leave shall be granted on the following conditions:

- (a) The leave of absence is without pay.
- (b) The teacher shall be entitled to continue participation in the Benefits programme by the payment of 100% of the premium or rates.
- (c) The teacher's leave shall be interpreted as continuous service for the purpose of eligibility for Retirement Gratuity Benefits, but no credit will be granted for the period of the leave.
- (d) The leave will be granted without loss of seniority.
- (e) The period of the leave shall not count towards an increment in salary where the person on leave is at a salary position less than maximum.

The teacher will sign an agreement in the form provided by the Board and subject to the conditions as stated above and as amended by the Collective Agreement from time to time.

ARTICLE 15 - LEAVES FOR UNION BUSINESS AND ELECTED OFFICE (CONT.)

15.07 Leave for Elected Offices

The Board agrees to grant leave of absence for a **maximum** period of five (5) years to any teacher who is elected to **Municipal**, Provincial or Federal Office. The leave shall be granted on the following **conditions**:

- (a) The **leave of absence** is without pay.
- (b) The teacher shall be entitled to continue **participation** in the **Benefits** programme by the payment of **100%** of the premium or rates.
- (c) The teacher's leave shall be interpreted as **continuous** service for the purpose of **eligibility** for Retirement Gratuity Benefits, but no credit will be granted for the period of the leave.
- (d) The leave will not count toward seniority with the Board and shall be subject only to the right of **reinstatement** at the **termination** of the leave.
- (e) The **period** of the leave shall not count towards an Increment in salary where the person on leave is at a salary position less than maximum.

The teacher will sign an agreement in the form provided by the Board and subject to the **conditions** as stated above and as amended by the Collective Agreement from time to time. Upon written request by the teacher and at the discretion of the Board, one **additional** leave of absence for a maximum period of **five (5)** years may be granted. If granted, the same conditions as set out above will apply.

15.08 Time Off for Teacher Bargainers

Time off with pay shall be granted to up to a maximum of eight (8) teachers, as determined by the **Bargaining Unit**, for purposes of forming a **Bargaining Team**.

The salary of supply teachers to replace those teachers on the **Bargaining Team** will be paid by the Board, and the Board will be reimbursed by the **Bargaining Unit**.

ARTICLE 16 - UNION DUES AND LEVY

- 16.01** On each pay date on which a teacher is **paid**, the Board will deduct from his or her pay the regular **O.S.S.T.F.** Union Dues in accordance with the written **direction** of the Union, to be received by the Board at least thirty (30) days in advance of an **anticipated** change. It is understood that SUB payments do not **constitute** any part of a teacher's pay for purposes of dues deduction.
- 16.02** **O.S.S.T.F.** dues deducted in accordance with 16.01 above shall be remitted to the **attention** of the Treasurer of **O.S.S.T.F.** at its Head Office, on the 15th day of each month following the month in which the deductions were made. The remittance shall be accompanied by a list identifying the teachers from whom deductions were made, **their** Social Insurance Numbers, **their** individual salaries for the period, and the amount deducted.

ARTICLE 16 - UNION DUES AND LEVY (CONT.)

- 16.03** The Board agrees to deduct from each pay cheque of each teacher a local levy, the amount of which will be communicated to the Board in writing by the President of the Bargaining Unit in June of each year for the upcoming year. It is agreed that the amount to be deducted will be an even number in an amount equally divisible by the number of teacher paydays in a school year. The money deducted will be remitted monthly by the Board to the O.S.S.T.F. Durham District 13 office, accompanied by a list of teachers, their individual work location/school numbers, and their personal Social Insurance Numbers (subject to Freedom of Information or other legislative limitations).
- 16.04** Any monies deducted under 16.01 and 16.03 above shall be reflected as a dues deduction on teachers' T4 slips.
- 16.05** The O.S.S.T.F. shall indemnify the Board and save it harmless from all costs, losses, suits, attachments, damages or any other form of liability that may accrue from claims against the Board arising from the deduction or remission of dues and levies, or from the provision of information upon which the Board and the Union may agree in accordance with the foregoing. It is further agreed that the Board is not responsible in any way for reconciling amounts due or deducted, but, upon request by the Union, will correct the future deduction status for a teacher.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

17.01 General

In this Agreement, "grievance" means any dispute as to the interpretation, application, administration or alleged violation of the terms of this Agreement.

The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible, and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the time stipulated shall be deemed a withdrawal or settlement of the grievance.

Any time limits fixed herein for the taking of any action in connection with a specific written grievance may be extended by written mutual agreement of the Superintendent of Education/Employee Relations and the President of the Bargaining Unit.

17.02 Step I

If a teacher has any grievance, the alleged circumstances of which occurred no more than five (5) regular school days prior to the teacher's request for a discussion, the teacher shall discuss the issue with that teacher's Principal and every effort shall be made to resolve the grievance. The teacher may have the assistance of the President of the Bargaining Unit or Staff Representative if the teacher so desires. This discussion must occur within five (5) regular school days of the submission of the grievance. An answer shall in any case be given to the teacher not later than two (2) regular school days following the discussion. A teacher who does not report to a Principal may, through a recognized officer of the Union, initiate a grievance at Step II.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE (CONT.)

17.03 Step I

Should the teacher be dissatisfied with the answer received at Step I, or should the Principal fail to submit the answer within the time stipulated, the teacher, through a recognized officer, may submit the grievance in writing to the Superintendent of Education/Employee Relations, stating the facts on which the grievance is based and a notation of the sections of the Agreement claimed to have been violated. It shall be submitted no later than ten (10) regular school days following receipt of the answer by the teacher at Step I and, in any event, no later than twenty-three (23) regular school days following the date on which the facts giving rise to the grievance arose.

The Superintendent of Education/Employee Relations shall convene a meeting no later than ten (10) regular school days following receipt of the grievance. The meeting shall be attended by the Superintendent of Education/Employee Relations or designate, and any other administrative staff representative the Superintendent of Education/Employee Relations may choose to be present, together with the President of the Bargaining Unit or designate, and at least one (1) other Bargaining Unit representative. The grievor may attend at the request of either party. The Superintendent of Education/Employee Relations or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than five (5) days from the date of the meeting.

17.04 Policy and Group Grievances

(a) A group grievance on behalf of two (2) or more teachers may be filed by the President of the Bargaining Unit or designate as named in writing to the Board, at Step II of the grievance procedure within eighteen (18) regular school days following the date at which the facts giving rise to the grievance occurred.

The Superintendent of Education/Employee Relations shall convene a meeting not later than ten (10) regular school days following receipt of the grievance. The meeting shall be attended by the Superintendent of Education/Employee Relations or designate, and any other administrative staff representative the Superintendent of Education/Employee Relations may choose to be present, together with the President of the Bargaining Unit or designate, and at least one (1) other Bargaining Unit representative. The grievor(s) may attend this meeting should either party request such attendance. The Superintendent of Education/Employee Relations or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) regular school days from the date of the meeting.

Any member of the Bargaining Unit not included in the group grievance shall be entitled to grieve in accordance with the grievance procedure.

(b) A policy grievance may be filed by either the Board or the Bargaining Unit at Step II of the grievance procedure within eighteen (18) regular school days of the incident or circumstances giving rise to the grievance. The parties shall meet within ten (10) regular school days of receipt of the grievance and a written reply shall be provided by the party who has received the grievance within ten (10) regular school days of the meeting.

(c) A policy or group grievance may be referred to arbitration by the delivery of written notice to the Board of Intent to Arbitrate under Article 17.06 after a denial at Step II.

17.05 Board Grievance

It is agreed that the Board may lodge a grievance beginning at Step II, in the same manner as the Union may file a policy or group grievance, and the same time limits shall apply. Such grievance shall be submitted to the President of the Bargaining Unit, and, if it remains unresolved, may be advanced to arbitration under Article 17.06.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE (CONT.)

17.06 Arbitration

Should the grievance be unresolved following receipt of the response at Step II, either the Executive of the Bargaining Unit or the Board may submit the grievance to arbitration. The party desiring to proceed to arbitration shall notify the other party of such intent no later than seven (7) regular school days following receipt of the answer at Step II, or from the expiry of the time for giving such answer.

17.07 (a) Where a grievance is referred to arbitration, it shall be heard by a single arbitrator (except as provided in 17.08(b)), chosen in rotation from the following list. The parties agree that the following five (5) persons shall, in turn, serve as single arbitrators on a rotating basis:

1. William Kaplan
2. Jane Devlin
3. Roes Kennedy
4. Anne Barrett
5. Pamela Picher

If an arbitrator is not available to commence hearing within a reasonable time, as determined by mutual agreement of the parties, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed arbitrator out-of-turn or select an arbitrator not on the list. If none of the persons on the list is available, and if the parties are unable to agree upon an alternative arbitrator, the parties shall ask the Ontario Ministry of Labour to appoint a single arbitrator.

(b) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration. The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. The Chair may be a person from the agreed list, although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Ontario Ministry of Labour, upon written application by either party.

(c) The provisions of Articles 17.08, 17.09 and 17.11 related to an Arbitration Board shall similarly apply to a single arbitrator.

17.08 The Arbitration Board shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.

17.09 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.

17.10 Each of the parties, being the Board and the Bargaining Unit, shall be responsible for an equal share of the fees and expenses of the arbitrator. If a grievance is heard by an Arbitration Board rather than by a single arbitrator, each of the parties, being the Board and the Bargaining Unit, shall be responsible for the fees and expenses of its own nominee, and the parties shall share equally the fees and expenses of the Chairperson.

17.11 The decision of the Board of Arbitration shall be final and binding upon the parties to this Agreement. Should there not be a unanimous decision, the decision of the majority shall govern; and if there is no majority, the Chairperson's decision shall govern.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE (CONT.)

17.12 Except by mutual agreement, all meetings in the course of the grievance procedure, other than arbitration hearings, shall be held outside school hours.

ARTICLE 18 - BENEFITS FOR REDUNDANT TEACHERS NOT COVERED BY ARTICLE 4

18.01 (a) Permanent teachers who are declared redundant according to Article 4 and who are terminated for reasons of redundancy and not recalled by January 1 shall be paid termination benefits -three (3) months (30% of that teacher's annual salary).

(b) Termination benefits will be given only once.

18.02 **Notice of Redundancy, Lay Off or Termination**

It is understood and agreed that any notice period, including but not limited to notice of lay off, redundancy or termination, under this Collective Agreement or any labour/employment-related statute, includes July and August, or any other non-instructional periods of time between semesters or school years.

ARTICLE 19 - PREPAID LEAVE PLAN

19.01 The Prepaid Leave Plan (hereinafter called the Plan) exists to enable up to thirty (30) teachers, in any given year, to take a one (1) year leave of absence without pay and to finance this leave through deferral of salary in an agreed upon number of years prior to the date of the leave.

19.02 Any teacher having at least three (3) years seniority with the Board shall be eligible to participate in the Plan in accordance with the conditions of this Article.

19.03 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:

(a) Two (2) years deferral of one-third annual salary in each year followed by one (1) year of leave;

(b) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave;

(c) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave;

(d) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.

19.04 In each year of the Plan preceding the year of the leave, the teacher will be paid a reduced percentage, in accordance with the terms selected above, of that teacher's regular grid salary plus all allowances. Teacher benefits will be calculated according to the terms of the current Collective Agreement between the Board and the Union based upon the teacher's annual salary rate had the teacher not participated in the Plan.

19.05 The provisions of the Plan are subject to the regulations governing the Ontario Teachers' Pension Plan Board and Revenue Canada, which may be amended from time to time.

ARTICLE 19 - PREPAID LEAVE PLAN (CONT.)

- 19.06** A teacher returning to duty after leave shall, subject to the provisions of Article 4, be reinstated in the same position held prior to the leave with no loss of seniority, allowances or benefits accrued to the commencement of the leave. Seniority shall accumulate during the year of leave. That teacher shall then be paid at the rate of one hundred (100) percent of basic salary schedule, category placement plus allowances in effect for the current year.
- 19.07** Leaves may be deferred for one year under circumstances which do not permit the leave to be taken at the time originally contemplated. If deferral results in the leave being taken later than originally intended, any monies accumulated shall remain in the Plan.
- 19.08** The one (1) year period of leave shall be the period from September 1 to the following August 31 inclusive, or such other twelve (12) month period as may be mutually agreed.
- 19.09** It is understood that the teacher is responsible for and must arrange for payment of all annual fees due to the Ontario College of Teachers during the period of the leave.
- 19.10 Conditions**
- (a) By January 15 in any school year, a teacher, qualified as in section 19.02 above, shall submit to the Superintendent of Education/Operations a completed application form for participation in the Plan, setting out the deferral program and the payment option proposed.
 - (b) The Superintendent of Education/Operations shall forward a written acceptance, or denial with explanation, to the teacher by March 1 of the school year in which the request is made.
 - (c) A denial may be appealed to a Committee of three (3), consisting of the Director or designate and one (1) member of the Bargaining Unit and one (1) Trustee. The decision of the appeal committee shall be final.
- 19.11** Following Board approval, the teacher and the Board shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions of this Article. This may be amended by mutual agreement in writing prior to March 1 of any year and in accordance with the terms of the Plan.
- 19.12**
- (a) A teacher who applies for a leave and is granted a leave shall have the option of withdrawing from the Plan at any time prior to the leave, up to and including March 1 of the year in which the leave is to commence.
 - (b) A teacher may, for medical reasons, be released from a prepaid leave agreement at any time up to the date the leave begins, with the understanding that this teacher not return to his/her teaching duties until the semester following the scheduled commencement of the cancelled leave.
- 19.13 Option 1 -Self-Financed Leave Plan**
- (a) The deposit of all funds retained under provisions of this Plan shall be to the financial institution of the teacher's choice. The teacher shall advise the Manager of Business and Financial Services of this choice by April 15 of the year in which the approval to participate in the Plan is given. Any subsequent change shall be made between the teacher and the financial institution.
 - (b) Once these funds are deposited in the financial institution, the Board assumes no responsibility for the investment or disbursement of any funds belonging to any teacher in this Plan.

ARTICLE 19 - PREPAID LEAVE PLAN (CONT.)

- 19.13 (c) During the year of the leave the teacher shall arrange with the financial institution a method of repayment of accumulated monies and interest.
- (d) During the year of the leave the teacher shall retain all benefits which shall be paid 50% by the teacher and 50% by the Board, exclusive of L.T.D., which shall continue to be paid 100% by the teacher. The teacher's share of the cost of benefits shall be paid by automatic debit, and the teacher shall provide the Board with necessary and sufficient information to facilitate and implement that process.
- (e) Neither the Durham District School Board nor District 13, O.S.S.T.F. accept any responsibility to, or on behalf of participants in the Plan, except as required by law or explicitly stated in this Article.
- (f) Should any teacher who is enrolled in the Plan leave the employ of the Board, that teacher's enrolment in the Plan shall terminate.
- (g) During the year of the leave, it will be the teacher's responsibility to make arrangements with the Ontario Teacher's Pension Plan Board to purchase the service credit.

19.14 Option ii - Deferred Salary Leave Plan

[Available only to those currently enrolled in the plan and operational until such time as the last member has withdrawn and/or received their final payment]

- (a) All funds retained under provisions of this Plan shall be deposited for the teacher by the Durham District School Board in an account at the Board's bank. Such funds are not accessible to the teacher until the year of the leave or the teacher withdraws from the Plan as outlined in Section 19.12. The account will be credited with the full amount of interest earned at the rate paid by the bank on such accounts. The Board will provide each participant with a statement of the participant's account as of December 31 each year.
- (b) Interest earned on the money on deposit with the Board's bank shall be paid to the teacher once each year. The appropriate tax form shall be completed by the Board and sent to the teacher.
- (c) Should a teacher withdraw from the Plan as outlined in Section 19.12, all funds accumulated to the date of withdrawal shall be returned to the teacher within ninety (90) days, according to that teacher's instructions.
- (d) It is understood that where tax has been deferred, a source deduction will be made for income tax and other statutory deductions upon release of the funds to the teacher.
- (e) The method of repayment of accumulated monies, less appropriate deductions, will be 50% on September 1 and the balance on February 1 in the year of the leave.
- (f) During the year of the leave, the teacher shall retain all benefits according to the current Collective Agreement, which shall be paid 50% by the teacher and 50% by the Board, exclusive of L.T.D., which shall continue to be paid 100% by the teacher. The teacher's share of the cost of benefits shall be paid by automatic debit, and the teacher shall provide the Board with necessary and sufficient information to facilitate and implement that process.

ARTICLE 19 - PREPAID LEAVE PLAN (CONT.)

- 19.14 (g) Should any teacher who is enrolled in the Plan leave the employ of the Board, that teacher's enrolment in the Plan shall terminate and all monies and interest accrued shall become due and payable to the teacher within ninety (90) days, on the instruction of the teacher.
- (h) in the event a teacher enrolled in the Plan were to die, then all monies accumulated, plus interest due to date, shall become due and payable to that teacher's estate.

ARTICLE 20 - GENERAL PROVISIONS

20.01 Copying of Collective Agreement

The Board shall provide to O.S.S.T.F., District 13, a copy of the Collective Agreement for each teacher in the bargaining unit on a 50/50 shared cost basis, including a copy for each new teacher at the time of hire.

20.02 Relocation Allowance

The Board agrees to pay a relocation allowance of \$700.00 to any teacher, subject to the following conditions:

- (a) Such an allowance shall be paid to any teacher who is asked by the Board or its designate to take another position in another school if the transfer results in a change of residence and takes the teacher from one of the Pickering, Ajax, Whitby or Oshawa schools to one of the four northern schools or vice-versa.

If the transfer does not result in a change of residence, the allowance will only be paid for one such transfer and shall not apply should the teacher subsequently be transferred back to either one of the four northern schools or one of the Pickering, Ajax, Whitby or Oshawa schools as the case may be.

- (b) This allowance shall not be applicable to any teacher who requests and accepts a change in school for personal reasons, or is promoted.
- (c) This allowance shall not be paid to teachers who transfer according to Article 4 in order to retain a teaching position with the exception of those teachers transferring to or from Brock High School.

20.03 Personnel File

- (i) A teacher will have access during normal business hours to his or her personnel file, by prior appointment with the Supervisor of Employee Records and in the presence of the Supervisor of Employee Records or designate. The teacher may request copies of any document contained in this file.
- (ii) At the teacher's request, s/he may be accompanied by one other person, who may have access as determined by the teacher.
- (iii) A teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
- (iv) Where the Board exercises its discretion to amend information in a teacher's personnel file upon receipt of and in response to the submission set out in (iii) above, the Board will provide to the teacher a copy of the amended information.

ARTICLE 20 - GENERAL PROVISIONS (CONT.)

20.04 Federation Access.

District 13, OSSTF may be permitted to carry out Federation business on the Board's premises, without charge, upon request in advance of such activity, and at a location and time determined by agreement between OSSTF District 13 and the Superintendent of Education/Operations.

20.05 Statistics

The Board will provide the Bargaining Unit with statistical data and information encompassing the current address, qualifications, allowances, salaries and benefits of teachers, and information regarding teacher timetables and class size by school, for the purposes of collective bargaining.

20.06 School Year

The Board agrees that the school year will be no longer than the minimum required by Regulation in the Education Act.

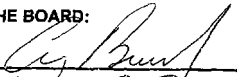
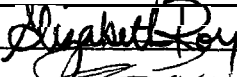
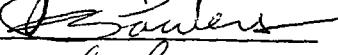
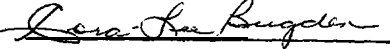
ARTICLE 21 - RESIGNATION AND RETIREMENT

21.01 A teacher shall notify the Manager of Employee Relations/Services, in writing and with a copy to the Superintendent of Education/Operations, of the teacher's intention to resign at least four (4) weeks prior to the date of resignation.

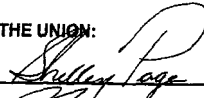
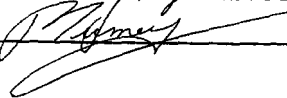
21.02 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

DATED AT WHITBY THIS 13th DAY OF SEPTEMBER, 2001

FOR THE BOARD:


Eric C. Joo
Eric C. Joo

Elizabeth Roy

Sandra Sowers

Lisa-Lee Bugden

FOR THE UNION:


Shelley Page

J. Thomas

LETTER OF INTENT
Re: Modified School Year

It is the intent of the Board that if a modified school year is introduced, to have effect on or prior to the expiration date of this collective agreement, which will impact upon teachers in the bargaining unit, the Board will meet with the teachers when the decision to implement is reached to identify and resolve those issues in the collective agreement which will require amendment in order to implement the program.

LETTER OF INTENT
Re: School Councils

At the request of the principal, the Chair of the school's SC, or the teacher representative to the SC, the Superintendent of Education/Employee Relations will attend an SC meeting to clarify the interpretation of the Collective Agreement, and related aspects of the Education Act and other employment legislation.

LETTER OF UNDERSTANDING
Re: Durham Virtual Campus

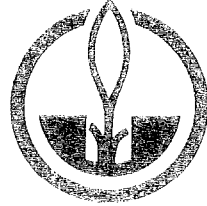
1. The complement of staff for e-Learning shall be two (2) teachers. Additions to the complement during the currency of this collective agreement shall be over complement, and allocated by the Staff Allocation Committee based on system needs.
2. Full-time e-learning teachers will be recognized as non-classroom credit-granting teachers for purposes of workload assignments.
3. The class size guidelines in Article 9.05 shall apply to e-learning courses.

LETTER OF UNDERSTANDING
Re: Leadership For Secondary Schools

The parties agree to a Union/Management Committee to meet during the 2001/2002 school year to determine a leadership structure for secondary schools. The structure mutually agreed by December 31, 2001 as a result of these meetings shall be referred to Administrative Council with a joint recommendation for approval. The Committee shall include two Superintendents of Education and one principal to be determined by the Board. The Union may appoint an equal number of representatives.

**YOUR
GROUP
INSURANCE
PLAN**

DURHAM DISTRICT SCHOOL BOARD



NON-RETIRED
SECONDARY TEACHERS
(OTHER THAN OCCASIONAL)

DIVISION 2

08/99

IMPORTANT

This booklet contains important information concerning your Group Insurance coverage and, therefore, should be kept in a safe place. It supersedes and replaces all previous communication material.

The Accidental Death & Dismemberment Benefit is underwritten and insured by American Home. All other benefits are underwritten by **Manulife** Financial.

This booklet **summarizes** the benefits and provisions of your Group Insurance Plan. It does not constitute the Group Policies and is not a contract of insurance, nor does it create or confer any contractual or other rights. Every effort has been made to ensure that the information is accurate. However, if there is any question as to interpretation, all rights with respect to an insured person will be governed solely by the Group Policies issued by The Manufacturers Life Insurance Company to Durham District School Board.

A copy of the Plan information may be obtained upon written request to your employer.

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SCHEDULE OF BENEFITS

LIFE INSURANCE

Employee 3 times your annual salary, rounded to the next higher multiple of **\$1,000**, if not already a multiple (maximum benefit of **\$229,000** for Teachers in Positions of Added Responsibility and **\$200,000** for Teachers).

Reduction When you attain age **65**, the amount of insurance on your life will be reduced to **50%** of the amount in force immediately prior to age **65**, provided you remain an active employee.

Totally disabled Employees the amount in force immediately prior to commencement of disability benefit payments under your Long Term Disability benefit.

AD&D INSURANCE

Employee 3 times your annual salary, rounded to the next higher multiple of **\$1,000**, if not already a multiple (maximum benefit of **\$500,000**).

MAJOR MEDICAL BENEFIT

Employee and dependent(s) After a deductible, **100%** of eligible expenses.

Deductible **\$10** per individual or **\$20** per family for Major Medical and Dental benefits combined. Each family member may contribute any amount, not to exceed **\$10** towards **the** family maximum.

DENTAL BENEFIT

Employee and dependent(s) After a deductible, **100%** of Basic, **50%** of Major and **50%** of Orthodontic expenses; to a maximum of **\$1,000** per person per calendar year for Basic expenses, **\$1,000** per person per calendar year for Major expenses and **\$1,000** per person per calendar year to a lifetime maximum of **\$3,000** for Orthodontic expenses.

Deductible **\$10** per individual and **\$20** per family for Major Medical and Dental benefits combined. Each family member may contribute any amount, not to exceed **\$10** towards the family maximum.

NOTE: You will be covered for the benefits indicated above, provided eligibility requirements have been met and application for the applicable benefits has been made.

GENERAL INFORMATION

PLAN EFFECTIVE DATE

The Plan described in this booklet is up to date as of September **1, 1999**.

ELIGIBILITY

All permanent employees with employment status of at least **0.5** time, who are either; residing in Canada, seconded to the Department of National **Defense**, on a teacher exchange outside Canada, on leave of absence outside Canada, or other special transfer outside Canada are eligible to participate in this Plan.

If you have dependents (spouse and children) residing in Canada, you may insure them as well.

EFFECTIVE DATE OF COVERAGE

For Life and AD&D Benefits

Your coverage is effective on the date you commence permanent employment.

For Major Medical and Dental Benefits

You and your dependents will become eligible for coverage under this Plan once you commence permanent employment.

Coverage normally becomes effective on the date you become eligible provided you have submitted your application promptly.

If you make application within the **31** day period following the date you become eligible, your coverage will commence on the date you apply.

However, if you make application after the **31** day period, the following conditions apply:

1. For the Dental Benefit - Coverage will commence on the date you apply. However, the amount payable under Basic and Major Services will be limited to **\$100** during the first **12** months your insurance is in force. For Orthodontic Services, the amount payable will be limited to **\$100** during the first 3 years your insurance is in force.
2. For All Other Benefits - You will be required to submit evidence of insurability. Coverage will become effective on the date **Manulife** Financial approves such evidence.

The procedures and conditions outlined in the preceding paragraphs will also apply in the following situations:

1. If you are initially insured for employee only coverage and later acquire a dependent.
2. If you were covered under your spouse's health care plan and that coverage terminated.

3. If you had previously waived coverage and later wish to apply even though your **spouse's** health care plan has not terminated.

For All Benefits Except Dental

If you are not actively at work on the date your coverage would normally become effective, coverage will commence on your return to work for permanent employment.

If **one** of your dependents is hospitalized (other than a new-born infant) on the date coverage would normally become effective, coverage will commence on the day **following** discharge from the hospital.

CLAIM PROCEDURES

LIFE AND ACCIDENTAL DEATH COVERAGE

If you should die, **your** employer will provide the necessary claim form. Proof of death should be submitted as soon as reasonably possible.

HEALTH CARE

Once the deductible is satisfied, you may submit claims at any time. However, in order to **minimize** administrative costs, we strongly recommend that you accumulate receipts for a series of treatments.

If expenses are incurred due to hospital confinement, a claim form should be completed by the hospital and yourself. When completed, this claim form should be submitted to **Manulife** Financial.

If Major Medical expenses other than hospital charges are incurred, obtain a claim form from your employer. Complete the form and return it, along with any original receipts, to **Manulife** Financial.

If Dental expenses are incurred, obtain a claim form from your employer; have your dentist complete the form; complete your portion of the form and forward it to **Manulife** Financial. Written proof of claim must be given to **Manulife** Financial by the end of the calendar year following the year in which the expense was incurred.

Dental claim payments are made payable to you unless you have previously **authorized** payment to a person and/or corporation which has rendered services, treatment or supplies.

In order to be eligible for payment, health claims must be submitted by the end of the calendar year following the year in which the expense was incurred.

For all Health Care Benefits, when your insurance terminates for any reason, written proof of claim must be given to **Manulife** Financial within **90** days of the date of termination of insurance.

CO-ORDINATION OF BENEFITS

There are established guidelines regarding the Order of Benefit Determination, and generally, there is a Co-ordination of Benefits provision included in health and dental contracts which allows you, your spouse and children to submit claims under the related plans. If a plan does not have such a provision, that plan must pay first for all members of the family. However, total reimbursement may not exceed the actual expenses incurred.

When both plans include the provision, expenses should be submitted to the plan that covers the person as an employee first. For your children, expenses should first be submitted to the plan of the spouse whose birthday falls first in the year. Any amount not paid, may then be submitted to the other spouse's plan.

When submitting claims under the second plan, include any information and payment details provided by the first plan.

This plan includes a Co-ordination of Benefits Provision.

If you have any questions, contact your Plan Administrator.

TERMINATION OF INSURANCE

Insurance for you and your dependents will cease on the earliest of the following events:

1. Termination of your employment.
2. If you should die. However, Major Medical coverage for your dependents will be extended as outlined under DEPENDENT COVERAGE EXTENSION.
3. If you enter the armed forces on a full-time basis.
4. Termination of the Policy or coverage on the Group, Division, or Class to which you belong.
5. On the date you no longer make the required contribution towards the cost of your insurance, where applicable.
6. a) if you retire prior to age 65 and elect to continue your coverage, on the date you reach age 65, or
b) if you are an active employee over age 65, on the date you reach age 70 or retire, whichever occurs first.
7. For non-retired employees who become totally disabled after October 1, 1986:
a) on the date you reach age 65 for Life and AD&D,
b) on the date you reach age 70 for Major Medical and Dental.
8. For all other non-retired employees, on the date you reach age 70.

CONVERSION OPTION

If your individual coverage terminates or reduces, you may convert your Group Life Insurance to an individual life insurance policy, subject to a maximum amount of the lesser of:

1. **\$200,000** for each benefit, and
2. the amount of insurance that terminated, less the amount of insurance under any replacing group policy within **31** days of the termination.

The individual life insurance policy will be issued without proof of satisfactory health provided the completed application form, along with the necessary premium, is mailed to **Manulife** Financial within **31** days of the date of termination.

The types of policies available for conversion are:

1. Term Insurance for a 1 year period which, before the year has passed, may be converted (without evidence of insurability) to any of the policies described in points 2 or 3 below.
2. Non-convertible Term Insurance for coverage up to age **65**.
3. Any regular plan of life insurance.

The conversion policy will not include disability, double indemnity, or accidental death and dismemberment provisions.

If you die during the **31** day period in which you are eligible to make application for conversion, the amount of your Group Life Insurance available for this purpose will be payable to your beneficiary or estate, whether or not you applied for conversion.

Certain conversion rights are also available on policy termination. Details on conversions may be obtained from your Employer or the Plan Member Administration Department at **Manulife** Financial Group Benefits, Waterloo.

EXTENSION OF BENEFITS

Health Care

If you are totally disabled when your Major Medical Benefit terminates, benefits for such disability will be payable, as long as you remain disabled, up to a maximum period of **365** days after termination. However, coverage will terminate if you become eligible for insurance under another group plan.

If one of your covered dependents is hospitalized when your insurance terminates, then benefits will be payable in the same manner as your own or until your dependent is discharged from the hospital, whichever is earlier.

Extension of the Major Medical benefit will cease if the Policy should terminate.

In most cases **no** Dental benefits are payable for expenses incurred after the date your insurance terminates, even if a Treatment Plan has been filed and benefits have been determined by **Manulife** Financial prior to the date your insurance terminates. However, benefits are payable under the following circumstances:

1. Where an impression for a denture, bridge, crown, inlay or **onlay** had been taken prior to the date your insurance terminated and the appliance is installed after the insurance terminates, Dental expenses in connection with this procedure and incurred within **30** days after the termination of insurance are eligible.
2. If your insurance terminates due to your death, dental expenses incurred on behalf of your dependents will be eligible for payment provided:
 - a) the services are rendered within **90** days following your death, and
 - b) they are part of a series of planned dental services started prior to your death or rendered at definite dental appointments made prior to your death.

DEPENDENT COVERAGE EXTENSION

Dependent coverage for Major Medical will be continued for a maximum of 1 year after your death. However, dependent coverage will cease on the earliest of the following events:

- a) your dependent no longer satisfy the definition of a dependent.
- b) the remarriage of your spouse.

OTHER INFORMATION

DEFINITIONS

"Child(ren)" means your unmarried children (including adopted, foster and step-children) who are less than **21** years of age. Unmarried children, who are **full-time** students and dependent upon you for support, will continue to be eligible past age **21**. Children are insured from birth.

Any mentally or physically handicapped child may remain insured past the maximum age. The child, upon reaching maximum age, must still be incapable of self-sustaining employment and be completely dependent on you for support and maintenance.

"Deductible" means the amount of out-of-pocket expenses for which you are responsible prior to consideration of payment of benefits.

"Drug" means medications that have been approved for use by the Federal Government of Canada and have a Drug Identification Number.

"Earnings" are defined as your base earnings which you have contracted with your employer.

“Immediate family member” means:

1. you,
2. your spouse or child,
3. your or your spouse’s parent, or
4. your or your spouse’s brother or sister.

“Medically necessary” means broadly accepted and **recognized** by the Canadian medical profession as effective, appropriate and essential in the treatment of a sickness or injury, in accordance with Canadian medical standards.

“Remarriage” means either of the following arrangements that your surviving spouse enters into subsequent to your death:

1. A marriage through an ecclesiastical or civil ceremony.
2. A common-law marriage in which your surviving spouse, who although not legally married to the person, continuously cohabits with such person in a conjugal relationship which is **recognized** as such in the community in which they reside. The term conjugal relationship shall be deemed to include a conjugal relationship between partners of the same sex.

“Spouse” means a person who either:

1. Is married through an ecclesiastical or civil ceremony to you, or
2. Although not legally married to you, continuously cohabits with you in a conjugal relationship, which is **recognized** as such in the community in which you reside. The term conjugal relationship shall be deemed to include a conjugal relationship between partners of the same sex.

“Totally disabled” means you are unable to work and earn an income due to sickness or bodily injury that leaves you wholly and continuously disabled.

DEATH & ACCIDENT PROTECTION

LIFE INSURANCE

The amount of Life coverage for which you are insured is shown in your Schedule of Benefits.

PAYMENT OF BENEFIT

If you should die from any cause, the benefit indicated will be payable.

The insurance on your life will be paid to the beneficiary you appoint. Payment of benefit and changes in beneficiary designation are subject to applicable government legislation. **If** your beneficiary dies before you or if there is no beneficiary the benefit is payable to your estate.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Basic Accidental Death and Dismemberment plan covers you **24** hours a day, anywhere in the world, for specified accidental losses occurring on or off the job. If you suffer any of the losses listed below in the schedule of losses as the result of an accidental injury which results directly and independently of all other causes and the loss occurs within **365** days of the date of the accident, the benefits indicated below will be paid.

Amount of Coverage

Your insured amount (**the** Principal Sum) is equal to the benefit payable under your group life insurance policy, to a maximum of **\$500,000**.

Schedule of Losses

Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
One hand and sight of one eye	100%
One foot and sight of one eye	100%
One arm or one leg 75%
One hand or one foot	66 2/3%
Sight of one eye	66 2/3%
Thumb and index finger of the same hand	33 1/3%
Hearing in both ears and speech	100%
Speech 66 2/3%
Hearing in both ears	66 2/3%
Hearing in one ear	16 2/3%
Use of both arms or both hands	100%
Use of one hand or one foot	66 2/3%
Use of one arm or one leg 75%
Four fingers of one hand	33 1/3%
All toes of one foot	12 1/2%
Hemiplegia 200%
Paraplegia 200%
Quadriplegia 200%

"Loss" as above used with reference to:

- a) **quadriplegia**, paraplegia and **hemiplegia** means the complete and irreversible paralysis of such limbs;
- b) hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- c) arm or leg means complete severance through or above the elbow or knee joint;

- d) thumb and index finger means complete severance through or above the first **phalange**;
- e) eye means the irrecoverable loss of the entire sight thereof;
- f) speech means complete and irrecoverable loss of the ability to utter intelligible sounds;
- g) hearing means complete and irrecoverable loss of hearing in both ears.

“Loss of Use” means the total and irrecoverable loss of use provided the loss is continuous for **12** consecutive months and such loss is determined to be permanent.

All claims submitted under this policy for Loss of Use must be verified by agreement between a licensed practising physician appointed by the **Durham** Board and a licensed practising physician appointed by the insurer, or in the event that the two physicians so appointed cannot arrive at an agreement, a third licensed practising physician shall be selected by the first two physicians and the majority decision of the three physicians shall be binding on the Board and the insurer. This procedure may be waived by the insurer at its sole discretion.

Indemnity provided under this Section for all losses sustained as the result of any one (**1**) accident, only one of the amounts so stated in said Table, the largest shall be payable.

Exposure **& Disappearance**

If by reason of an accident covered by the policy, you are unavoidably exposed to the elements and, as a result of such exposure suffer a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of the policy.

If your body has not been found within one year of disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which you were an occupant, then it shall be deemed subject to all other terms and provisions of the policy, that you shall have suffered loss of life within the meaning of the policy.

Beneficiary Designation

In the event of Accidental Loss of Life, benefits shall be payable as designated in writing by you under the current basic group life insurance policy. In the absence of such designation, benefits shall be payable to your estate.

All other benefits shall be payable to you.

ADDITIONAL BENEFITS

Repatriation

If accidental death, covered by the plan, occurs more than **200** kilometres away from your permanent place of residence, the plan will reimburse the actual expenses up to **\$10,000** which are incurred for the preparation and shipment of your body to your place of residence.

Rehabilitation

If you suffer an injury listed in the loss schedule, this plan will pay up to **\$10,000** for special training, provided such training is required because of the covered injury and in order to qualify you for an occupation in which you would not be engaged except for the accident. All such expenses must be incurred within three years from the date of the accident and are limited to the cost of the training and materials needed for such training.

Family Transportation

When injuries covered by the policy result in your being confined to a hospital, outside **200** Km from your permanent city of residence, within **365** days of the accident and the attending physician recommends the personal attendance of a member of your immediate family, the plan shall pay the actual expenses incurred by such family member for transportation by the most direct route by a licensed common carrier to your hotel accommodation in the vicinity of the hospital, and transportation to and from the hospital but not to exceed **\$10,000**.

The term "member of the immediate family" means your spouse (or **common-law** spouse), parents, grandparents, children age **18** and over, brother or sister.

Conversion Privilege

On the date of termination of employment or during the **60** day period following termination of employment, you may change your insurance to the American Home Assurance Company's individual insurance policy. The individual policy will be effective either as of the date that the application is received by the insurer or on the date that coverage under the policy ceases, whichever occurs later. The premium will be the same as you would ordinarily pay if you applied for an individual policy at that time. Application for an individual policy may be made at any office of the American Home Assurance Company. The amount of insurance benefit to be converted to shall not exceed that amount issued during employment.

Home Alteration and Vehicle Modification

If you receive a payment under this AD&D coverage and are subsequently required (due to the cause for which payment was made) to use a wheelchair to be ambulatory, then this benefit will pay, upon presentation of proof of payment:

- (A) The one-time cost of alterations to your residence to make it wheelchair accessible and habitable; and
- (B)** The one-time cost of modifications necessary to your motor vehicle, **to** make the vehicle accessible or driveable for you.

Benefit payments herein will not be paid unless:

- (i) Home alterations are made on behalf of you and carried out by an experienced individual in such alterations and recommended by a **recognized organization**, providing support and assistance to wheelchair users; and
- (ii) Vehicle modifications are made on behalf of you and carried out by an experienced individual in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both Items (A) and **(B)** combined will not exceed **\$10,000**.

Continuation of Coverage

If you are **(1)** laid-off on a temporary basis, **(2)** temporarily absent from work due to short-term disability, **(3)** on leave of absence, or **(4)** on maternity leave, coverage shall be extended for a period of up to twelve **(12)** months, subject to payment of premium.

If you assume other occupational duties during the leave or lay-off period, no benefits shall be payable for a loss occurring during the performance of this occupation.

Seat Belt

Benefits under the policy shall be increased by **10%** if your injury or death results while you are a passenger or driver of a private passenger type automobile and your seat belt is properly fastened. Verification of actual use of the seat belt must be part of the official report of accident or certified by the investigating officer.

Waiver of Premium

In the event that you become totally and permanently disabled and your waiver of premium claim is accepted and approved under the current group life insurance policy, then the premiums payable under this policy are waived as of the same date the claim is accepted and approved by the Group Life Plan Underwriter until one of the following occurs, whichever is earlier:

- (a) The date you attain age **65**.
- (b) The date of your death or recovery.
- (c) The date the Master Policy is terminated.

Exclusions

The accident insurance plan does not cover any loss resulting from:

- Suicide or self-inflicted injuries:
- Full-time service in the Armed Forces;
- Declared or undeclared war or any act thereof;
- Injuries received during aircraft travel except for the purposes of transportation where you are travelling as a passenger.

Travel Assistance Protection

Included with the AD&D coverage is travel assistance protection, provided through American International Assistance Services. In the event of an emergency while travelling **150** miles or more from your home, the insurer will provide a registry of services available, which you can access by telephone. No benefits are payable under this service, but the registry will provide you with access to the following:

- **Pre-Travel** Medical Assistance;
- Medical Assistance
- Cost Control Services;
- Legal Assistance;
- General Financial Assistance;
- Data Services.

If you need to access this registry, from the United States or Canada, call **1-800-626-2427**. If you are outside this region, call **0-713-267-2525** collect.

HEALTH CARE

MAJOR MEDICAL BENEFIT

PAYMENT OF BENEFITS

On behalf of each covered individual of your family, this Benefit pays the percentage shown in your Schedule of Benefits of all eligible expenses which are in excess of the deductible.

DEDUCTIBLE

NOTE: The deductible is combined for the Major Medical and Dental Benefits.

The individual and family deductible outlined in your Schedule of Benefits is applied once each calendar year to the eligible expenses incurred during that year.

In the case of a common accident which involves at least 2 members of your family who are covered under the same certificate, only the individual deductible will be applied (once each calendar year) to all eligible expenses in connection with the accident.

ELIGIBLE EXPENSES

Eligible expenses must be reasonable and customary and (except for expenses **#16** and **#17**) recommended as medically necessary by a physician. Payment will be based on reasonable and customary charges in the area in which the treatment is rendered.

The following is a list of the items currently eligible for payment under this Group Plan. However, should your Provincial Health Plan alter to include any of these items, coverage under this Plan will automatically adjust in accordance with the approved legislation.

In order to avoid unnecessary out-of-pocket expenses consult with your Administrator, prior to incurring any expense.

1. Drugs, **sera** and **injectables when prescribed**” by a physician or dentist and dispensed by a pharmacist, dentist or a physician, subject to a maximum dispensing fee of **\$8**.
 - All prescribed drugs, including those available “over the counter”, whether or not they legally require a written prescription by a physician.
2. Drugs and supplies of a non-prescription nature required as a result of a colostomy or **ileostomy** and/or for the treatment of cystic fibrosis, diabetes, **parkinsonism** or heart disease.
3. Charges for oral contraceptives, intrauterine devices and diaphragms.

NOTE: **Atomizers, vaporizers**, shampoos, first aid supplies, cosmetics, laxatives, vitamins (except for those which are injected), oral allergy serums, patent medicines, nationally advertised “brand name” products, and any drug for which compensation is provided by any other agency, will not be eligible.

The above drug coverage is subject to the following limitation regarding generic product substitution. Wherever an interchangeable generic product is available, but not dispensed, ELIGIBLE EXPENSES shall be limited to the cost of the lowest priced item in the appropriate generic category that is suitable for the substitution of the drug that was dispensed.

4. Hospital room and board charges, in excess of ward accommodation, for semi-private accommodation. If confined in a private room, payment will be made up to the hospital's charge for semi-private accommodation.
5. Hospital charges incurred as an out-patient for necessary medical or surgical treatment (excluding physicians' fees, and special nurses' fees).

6. Convalescent hospital care (excluding custodial care), up to **\$20** per day to a maximum of **120** days in any one calendar year, provided the confinement follows a 3 day confinement in a hospital as a registered bed patient for the same condition.
7. Transportation by a licensed ground ambulance to and from the nearest medical facility for immediate treatment.

If medically necessary, transportation by any form of licensed ambulance (including air-ambulance) or by any vehicle normally used for public transportation, for:
 - a) transfer to the nearest appropriate medical facility or hospital for necessary treatment, **and/or**
 - b) medical evacuation for admission to hospital in the province where the patient normally resides.
 Ground transportation to and from the hospital and airport at the point of departure and arrival is also eligible.
8. Diagnostic procedures, radiology, blood transfusions and oxygen (including the equipment necessary for its administration).
9. Purchase of trusses, braces (**other** than foot braces), crutches, splints, casts, artificial limbs or eyes and any other prosthetic device required after surgery.
10. Purchase of **casted**, custom-made **orthotics** which are recommended by a physician or podiatrist for 2 pairs every 3 years up to a maximum of **\$400**.
11. Orthopaedic shoes which are attached to and form part of a brace. If the shoes do not form part of a brace, eligible expenses will be restricted to:
 - a) 1 pair per calendar year, less an additional deductible of **\$20** for you or your spouse, and
 - b) 2 pairs per calendar year, less an additional deductible of **\$10** on each pair for your children.
12. Rental, or, at **Manulife** Financial's option, purchase of a wheelchair, hospital bed or respirator/ventilator.
13. Treatment of a fractured jaw or dental treatment for the repair of damage resulting directly from an accidental injury to natural teeth. The treatment must be rendered within 6 months following the accident, and your coverage, as well as the policy, must still be in force. Payment will be made based on the amount for the least expensive procedure which will provide a professionally adequate result.
14. Professional services of a physician (where this coverage is permitted by law) for expenses incurred outside your province of residence.

15. Private duty nursing services which are deemed to be within the practice of nursing and which are provided in the patient's home by:
- (a) a registered nurse, or
 - (b) a registered nursing assistant (or equivalent designation) who has completed an approved medications training program.

Charges for the following services are not eligible:

- (a) service provided for custodial care, homemaking duties or supervision.
- (b) service performed by a nursing practitioner who is related to or lives with the patient.
- (c) services performed while the patient is confined in a hospital, nursing home or similar institution.
- (d) service which can be performed by a person of lesser qualification, a relative, friend, or a member of the patient's household.

Manulife Financial suggests that a detailed treatment plan be submitted with cost estimates before nursing services begin. **Manulife** Financial will then advise the employee of any benefit that will be provided.

16. Professional services of the following licensed, certified or registered paramedical practitioners (when operating within their **recognized** fields) up to the level specified in the following table:

<i>Practitioner</i>	<i>Total calendar year maximum payable per person</i>
Psychologist*)	
Speech Therapist)	
Podiatrist)	\$225* . for each
Osteopath)	type of
Naturopath)	practitioner
Chiropractor)	
Physiotherapist)	
Chiropodist)	
Christian Science Practitioner)	

* Expenses up to **\$35** for the initial assessment and up to **\$20** per hour per visit for treatment or therapy will be considered for reimbursement.

** ***Under some circumstances, benefits may not be payable until the government plan concerned has paid its yearly maximum. Check with your Plan Administrator if you require further details.***

17. Professional services of a licensed, certified, or registered masseur (when operating within their **recognized** field) will be eligible for reimbursement of up to **\$7** per visit, for not more than **12** visits per person, per calendar year.

Vision Care

18. Frames, lenses and the fitting of prescription glasses, including prescription sunglasses and contact lenses, up to an overall maximum of **\$200** per person in any **24** consecutive months.
19. Contact lenses prescribed for severe **corneal** astigmatism, severe **corneal** scarring, **keratoconus** or **aphakia**, provided vision can be improved to at least the **20/40** level by contact lenses (but cannot be improved to that level by regular glasses). Payment will be made up to **\$200** per person in any **24** consecutive months.

Vision Care expenses are eligible when recommended by a physician (including an ophthalmologist) or an optometrist.

DENTAL BENEFIT

PAYMENT OF BENEFITS

On behalf of each covered individual in your family, the Dental Benefit will reimburse you for dental expenses in excess of the deductible based on the percentages indicated in your Schedule of Benefits.

DEDUCTIBLE

NOTE: The deductible is combined for the Major Medical and Dental Benefits.

The individual and family deductible outlined in your Schedule of Benefits is applied once each calendar year to the eligible expenses incurred during that year.

MAXIMUM BENEFIT

The maximum amounts payable per individual for Basic and Major Services are shown in your Schedule of Benefits. The lifetime maximum per individual for Orthodontic Services is also shown in your Schedule of Benefits.

TREATMENT PLAN

In order for you and your dentist to learn in advance how much **Manulife** Financial will pay and how much you will have to pay, it is recommended that a Treatment Plan be filed with **Manulife** Financial when the total cost of the proposed dental work is expected to exceed **\$500**. This Treatment Plan identifies coverage and limitations for specific services. It also clarifies deductibles, insurance percentages, specific limits and the Dental Fee Guide allowance, before dental treatment commences. The Treatment Plan is

not intended to limit you in your choice of dentist, to tell you or your dentist what treatment should be performed, to tell the dentist what fee to charge, nor to guarantee reimbursement after coverage ceases.

A Treatment Plan is a plan of dental treatment (including x-rays if required) showing the patient's dental needs, a written description of the proposed treatment necessary in the professional **judgement** of the dentist and the cost of the proposed treatment.

ELIGIBLE EXPENSES

Eligible expenses are those which are recommended as necessary by a physician or dentist and are not in excess of the suggested fee for General Practitioners or Specialists in the Dental Fee Guide or the minimum fee specified in the **Denturist** Fee Guide as agreed to in the current Collective Bargaining Agreement.

Dental treatments are considered eligible if performed by a dentist or **denturist** who practices within the scope of his license.

There are several dental procedures which are covered by Provincial Health Plans up to certain maximums. If the dentist or dental surgeon chooses to charge more than the amount payable by the Provincial Plan, legislation in some provinces does not permit the excess charges to be eligible under this Plan.

Situations may arise where alternate methods of treatment may be available. It is solely up to you and your dentist to decide which method will be used. As the basis for determining its liability, **Manulife** Financial reserves the right to use the least expensive method of treatment that will provide a professionally adequate result.

Only those treatments listed are eligible.

Basic Services

Percentage Payable - 100 %

1. The following services will be eligible for payment once every 9 months:
 - a) Oral examinations.
 - b) One unit of scaling and one unit of polishing (or prophylaxis {light scaling and polishing} when the service is provided in Quebec).
 - c) Topical fluoride treatment.
 - d) Preventive recall packages (including plaque control and oral hygiene).
 - e) Bite-wing x-rays.
2. Full mouth series of x-rays, once every **24** months.
3. Amalgam, silicate, acrylic and composite fillings.

4. **Endodontic** Treatment (i.e. The treatment of diseases of the dental pulp including root canal therapy.)
5. **Periodontic** Treatment of diseases of the gums and other supporting tissue of the teeth including:
 - a) scaling not covered under Preventive Services, and root planing, up to a combined maximum of 4 units per calendar year;
 - b) provisional splinting; and
 - c) **occlusal** equilibration, up to a maximum of 8 units per calendar year.

However, procedures for guided tissue regeneration are considered eligible only if performed in conjunction with the following periodontal surgical procedures: Flap approach or Osseous grafts - autografts or **allografts**, provided natural teeth are involved.
6. Diagnostic x-ray and laboratory procedures required in relation to dental surgery.
7. General anaesthetic or conscious sedation required in relation to dental surgery.
 - a. Surgical extractions, including extractions of impacted teeth.
9. Simple **alveolectomy** (incision into tooth socket) at time of tooth extraction.
10. Surgical removal of tumours, cysts, **neoplasms**, plus the incision and drainage of an abscess.
11. Cost of medication and its administration when provided by injection in the dentist's office.
12. Necessary treatment for relief of dental pain.

Major Services

Percentage Payable - 50%

1. Crowns, including gold and porcelain, when the major portion of the clinical crown is decayed, heavily filled or the cusps are fractured and cannot be restored using basic restorative materials. When crowns are rendered on molar teeth, only the cost of metal material will be considered.
2. **Onlays** when the major portion of the clinical crown is decayed, heavily filled or the cusps are fractured and cannot be restored using Basic Services.
3. Inlays when 3 or more surfaces are involved and the tooth cannot be restored using basic restorative materials.

If only 1 or 2 tooth surfaces are involved, the inlay will be considered for reimbursement under Basic Services and payment will be determined based on the cost of a comparable amalgam or composite restoration.

4. Relining, **rebasing** or the repair of an existing denture or existing bridge.
5. The creation of an initial bridge **or** initial denture.
6. The replacement of an existing bridge or denture, under one of the following circumstances:
 - a) If necessitated by the extraction of additional natural teeth while insured under the group dental plan.
 - b) If the existing bridge or denture is at least 3 years old and cannot be made serviceable.
 - c) If the existing bridge or denture is temporary and is replaced with a permanent bridge or denture within **12** months of the installation of the temporary appliance.
7. Other necessary oral surgical procedures not specifically listed under Basic Services.
8. Injection of antibiotic drugs when prescribed by a Dentist.

Orthodontic Services

Percentage Payable - 50%

All necessary dental treatment which has as its objective the correction of malocclusion of the teeth.

EXPENSES NOT COVERED (Health Care)

No payment will be made for expenses resulting from:

1. Self-inflicted injuries or illness while sane or insane.
2. Injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot.
3. Any injury or illness for which the person is entitled to benefits under any workers' compensation act.
4. Examinations required for the use of a third party.
5. Travel for health reasons.
6. Charges levied by a physician or dentist for time spent travelling, broken appointments, transportation costs, room rental charges or for advice given by telephone or other means of telecommunication.

7. Cosmetic surgery or treatment (when so classified by **Manulife** Financial) unless such surgery or treatment is for accidental injuries and commenced within **90** days of an accident.
 - a. Any charges for services, treatment or supplies:
 - a) for which there would be no charge except for the existence of insurance.
 - b) which are performed or provided by an immediate family member or a person who lives with the patient.
 - c) which are provided while confined in a hospital on an in-patient basis.
 - d) which are not specified as an Eligible Expense under this plan.
9. Drugs, **sera, injectables** and supplies which are not approved by Health and Welfare-Canada (Food and Drugs) or are experimental or limited in use whether or not so approved.
10. Experimental medical procedures or treatment methods not approved by the Provincial Medical Association or the appropriate medical specialty society.
11. Services, treatments or supplies eligible under this Plan and payable under any government plan, whether or not the claimant is covered under such a plan. **Manulife** Financial will only consider that amount of an eligible expense which is over and above the amount that would be payable by the government plan.
12. Dental treatment received from a dental or medical department maintained by an employer, an association, or a labour union.
13. The replacement of an existing dental appliance which has been lost, mislaid or stolen.
14. Dental services and supplies rendered for full-mouth reconstruction, for a vertical dimension correction, or for a correction to **temporomandibular** joint dysfunction.
15. Treatment which is not generally **recognized** by the dental profession as an effective, appropriate and essential form of treatment for the dental condition.
16. Implants, or any services rendered in conjunction with implants.
17. Any charges incurred outside Canada.