

COLLECTIVE AGREEMENT

between

THE DURHAM DISTRICT SCHOOL BOARD

and

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION, DISTRICT 13**



SEPTEMBER 1, 2004 - AUGUST 31, 2005



TITLE

This agreement made this 1st of June, 2005

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.**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	<u>Purpose</u>	1
2	<u>Effective Period</u>	1
3	<u>Recognition</u>	1-6
	3.05 Teacher Pending Certification	3-4
	3.07 Criminal Background Checks and Offence Declarations	5
4	<u>Seniority, Transfer & Redundancy Of Secondary Teachers</u>	6-12
	4.01 Definitions	6-8
	4.02 Initiation Of Change	8-9
	4.03 Displacement Procedure	9-10
	4.04 Placement And Recall	11
	4.05 Interviewing Process	12
	4.06 Options for Permanent Teachers Declared Rudent	12
	4.07 Appeals Regarding Seniority and Redundancy	12
	4.08 Implementation Analysis	12
	4.09 Review	12
5	<u>Demotion, Discipline & Dismissal</u>	13
6	<u>Salary Schedules And Allowances</u>	13-20
	6.01 Basic Salary Schedule	13-15
	6.02 Rate For Part-time Teachers	15
	6.03 Teaching Experience	15
	6.04 Other Teaching Experience	16
	6.05 Placement	16
	6.06 Recognition Of Related Trade and/or Related Professional Work Experience for New Hires	16
	6.07 Guidelines For Placing Related Trade Or Related Professional Work Experience As Teaching Experience	16-17
	6.08 Teachers Seconded To Perform Vice Principal Duties On A Temporary Basis	17-18
	6.09 Teachers Assigned as Teacher-In-Charge of the school on a Day-To-Day Temporary Basis	18
	6.10 Allowance For Post-Baccalaureate Degrees	19
	6.12 Allowance For Positions Of Responsibility	19-20
7	<u>Method of Payment</u>	20
8	<u>Benefit Plans</u>	21-22
9	<u>Staffing And Workload Provisions</u>	22-27

	9.01	Staff Complement	22-23
	9.02	Staff Allocation	23
	9.03	Staff Allocation Committee	24
	9.04	In-School Workload Review Committee	24
	9.05	Class Size Guidelines	25-26
	9.06	Teacher Workload	26-27
	9.07	On-Calls	27
	9.08	Lunch Break	27
<u>ARTICLE</u>	<u>DESCRIPTION</u>		<u>PAGE</u>
10	<u>Continuing Education And Home Instruction Rates Of Pay</u>		27-28
11	<u>Cumulative Sick Leave Plan</u>		28-30
	11.06	Items Not Chargeable To Sick Leave	30
	11.07	Special Cases Chargeable To Sick Leave	30
12	<u>Retirement Gratuity Plan</u>		30-32
13	<u>Other Leaves Of Absence</u>		32-34
	13.04	Without Pay	33
	13.08	Half-Time Leave Of Absence	33
14	<u>Pregnancy/Parental Leave</u>		34-38
	14.01	Pregnancy Leave	34
	14.02	Parental Leave	34-35
	14.03	Provisions Applicable To Both Pregnancy & Parental Leave	35
	14.04	Extended Leave	36
	14.05	SUB Plan	36-37
	14.06	Pregnancy Leave SUB Top-Up	38
15	<u>Leaves for Union Business And Elected Office</u>		38-40
16	<u>Union Dues And Levy</u>		41
17	<u>Grievance And Arbitration Procedure</u>		41-44
18	<u>Benefits For Redundant Teachers Not Covered By Article 4</u>		44
	18.02	Notice Of Redundancy, Lay-Off Or Termination	44
19	<u>Self-Funded Leave Plan</u>		44-46
20	<u>General Provisions</u>		47
	20.01	Copying of Collective Agreement	47
	20.02	Relocation Allowances	47
	20.03	Personnel File	47
	20.04	Federation Access	47
	20.05	Statistics	47
	20.06	School Year	47
21	<u>Resignation And Retirement</u>		48
	<u>Signing Page</u>		48

<u>Letters Of Intent</u>		
Re: Teacher Development Account		49
Re: Modified School Year		49
 <u>Letters Of Understanding</u>		
Re: Committee Defining Duties Of Department Heads	49	
Re: Durham Virtual Campus		50
Re: Salary Re-opener		50

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, 2004 to August 31, 2008.

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
- 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 have the following entitlements from date of original hire:

- Benefits, pursuant to Article 8 of the collective agreement;
- Credit toward his or her probationary period pursuant to paragraph 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 College of Teachers as a teacher as defined under the Education Act, he or she shall have the following entitlements under the collective agreement, to be retroactive to the original date 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:

- Membership in the Ontario Teachers' Pension Plan;
- Deduction and remittance of Ontario College of Teachers fees except as required by law.

f) If a teacher pending certification is denied certification and does not re-apply, 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, and probationary period credit, shall cease. Subject to Article 4, the position shall immediately be re-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 College of Teachers or of all changes in status prior to the expiration of the applicable dates, as set out in paragraph (b) above.

3.06 Subject to paragraph 3.05, a teacher may be required, upon request by the Board or its

designate, to produce for the Board proof of current and valid membership and certification with the Ontario College of Teachers.

ARTICLE 3 - RECOGNITION (CONT.)

3.07 CRIMINAL BACKGROUND CHECKS AND OFFENCE DECLARATIONS

The Board will collect criminal background checks on its employees in accordance with its policy and procedure as approved on April 18, 2005, and as may be further amended from time to time, in consultation with employee groups.

The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject of a grievance.

Where the Superintendent of Education/Employee Relations wishes to meet with a member of the Bargaining Unit to discuss a criminal conviction or pattern of behaviour which poses a potential unacceptable risk, the member will be advised of his/her rights to have a Union representative at the meeting. The Superintendent of Education/Employee Relations shall contact the President of the Bargaining Unit regarding such a meeting unless requested by the member not to do so.

3.08 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.

3.09 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.

3.10 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.

3.11 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 3 - RECOGNITION (CONT.)

3.12 Teacher Performance Appraisals

Teacher Performance Appraisals shall be conducted in accordance with the Board's Teacher Performance Appraisal Guidelines as approved March 24, 2004. The Board will consult with the Union prior to making modifications to these guidelines.

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:

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

- 4.01 (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.
- (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 1991 09 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 1991 09 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) Effective September 1, 1995, a teacher will accumulate seniority while on long-term disability. There will be no retroactive credit for periods of long-term disability prior to September 1, 1995.

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

4.01 (l) 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.

(m) 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.)

(n) 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 must declare their interest in writing to the Superintendent of Education/Operations by the last school day in December in order to 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 or Teacher's request:*

When, in the view of the Superintendent of Education/Area and/or the principal and/or the teacher, 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, acceptable to the teacher, 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/Employee Relations 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, date of hire, 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 the 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. The Superintendent of Education/ Operations will 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 eligible in accordance with 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 [eligible as per 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 Interviewing Process

Unsuccessful applicants for a posted position shall be notified after the recommendation of the successful candidate is finalized. An unsuccessful applicant who has been interviewed will be granted a debriefing upon the applicant's request.

4.06 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.

4.07 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.

4.08 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.

4.09 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 paragraph 3.10 and Article 6 of this Agreement.

Effective September 1, 2004

<u>Years</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	37,470	38,775	41,765	43,811
1	39,696	41,220	44,555	46,879
2	41,907	43,670	47,358	49,941
3	44,134	46,117	50,162	53,005
4	46,344	48,572	52,958	56,065
5	48,572	51,009	55,751	59,114
6	50,783	53,467	58,552	62,179
7	53,005	55,907	61,355	65,246

8	55,218	58,353	64,160	68,301
9	57,438	60,803	66,946	71,352
10	59,647	63,244	69,750	74,417
11	62,104	65,922	72,476	77,520

Effective September 1, 2005

<u>Years</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	38,219	39,551	42,600	44,687
1	40,490	42,045	45,446	47,817
2	42,745	44,544	48,305	50,940
3	45,017	47,040	51,165	54,065
4	47,271	49,544	54,018	57,187
5	49,544	52,029	56,866	60,296
6	51,798	54,537	59,723	63,423
7	54,065	57,025	62,582	66,551
8	56,322	59,520	65,443	69,667
9	58,587	62,019	68,285	72,779
10	60,839	64,509	71,145	75,906
11	63,346	67,240	73,926	79,070

ARTICLE 6 - SALARY SCHEDULE AND ALLOWANCES (CONT.)

Effective September 1, 2006

<u>Years</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	38,983	40,342	43,452	45,581
1	41,300	42,886	46,355	48,773
2	43,600	45,435	49,271	51,959
3	45,917	47,980	52,188	55,147
4	48,216	50,535	55,098	58,330
5	50,535	53,070	58,004	61,502
6	52,834	55,627	60,918	64,691
7	55,147	58,166	63,834	67,882
8	57,448	60,711	66,752	71,061
9	59,759	63,260	69,650	74,235
10	62,056	65,799	72,568	77,424
11	64,613	68,585	75,404	80,652

Effective February 1, 2007

<u>Years</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	39,373	40,745	43,887	46,037
1	41,713	43,314	46,818	49,261
2	44,036	45,889	49,764	52,478
3	46,377	48,460	52,710	55,698
4	48,698	51,040	55,649	58,914
5	51,040	53,601	58,584	62,117
6	53,363	56,184	61,527	65,338
7	55,698	58,748	64,472	68,561
8	58,023	61,318	67,420	71,771
9	60,356	63,892	70,347	74,977
10	62,677	66,457	73,293	78,198
11	65,259	69,271	76,158	81,458

Effective September 1, 2007

<u>Years</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	40,082	41,479	44,677	46,865
1	42,464	44,094	47,661	50,148
2	44,828	46,715	50,659	53,423
3	47,211	49,332	53,659	56,701
4	49,575	51,959	56,651	59,974
5	51,959	54,565	59,638	63,235
6	54,323	57,195	62,634	66,514
7	56,701	59,805	65,633	69,795
8	59,067	62,421	68,633	73,063
9	61,443	65,042	71,613	76,327
10	63,805	67,653	74,612	79,605
11	66,433	70,518	77,529	82,924

ARTICLE 6 - SALARY SCHEDULES AND ALLOWANCES (CONT.)

Effective February 1, 2008

<u>Years</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
0	40,643	42,059	45,302	47,522
1	43,058	44,711	48,328	50,850
2	45,456	47,369	51,369	54,171
3	47,872	50,023	54,410	57,495
4	50,269	52,686	57,444	60,814
5	52,686	55,329	60,473	64,121
6	55,084	57,996	63,511	67,445
7	57,495	60,642	66,551	70,772
8	59,894	63,295	69,594	74,086
9	62,303	65,953	72,616	77,395
10	64,698	68,601	75,657	80,720
11	67,364	71,505	78,614	84,085

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 post-graduate degree(s) 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-to-day 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.

- (i) For the purposes of this Article, "full teaching month" means either a full

calendar month of teaching experience, or a multiple of twenty (20) days, whichever is greater, in the total. Ten (10) or more days in excess of full teaching months will be rounded to the next full teaching month.

(ii) For the purposes of this Article, teaching experience does not include day-to-day supply teaching, or unpaid leaves of absence (including time not teaching while out of sick leave), except where required by law and/or where otherwise specified in this Agreement.

(iii) For new teacher hires, all full months of teaching experience up to the date of hire shall be used for the purposes of initial placement on the "Basic Salary Schedule". For existing teacher employees, all full months of teaching experience in a school year shall be credited for placement on the "Basic Salary Schedule" at the commencement of the following school year.

(iv) Provided that no Teacher shall be entitled to accrue more than 1.0 year of teaching experience in any September 1 to August 31 period, each credit course taught in Continuing Education and/or Night School shall count as one-sixth (1/6) years' or 32.33 days' experience.

(v) Each credit course taught in Summer School shall be counted as in (iv) above. Remedial courses and partial credits will be appropriately pro-rated. Credit for this teaching experience shall be effective from September 1, 2005.

ARTICLE 6 - SALARY SCHEDULES AND ALLOWANCES (CONT.)

6.04 Other Teaching Experience

- (a) Teaching experience in a University or Community College shall be recognized under 6.03 (above), where the teacher had a degree and/or was deemed qualified by the institution.
- (b) Teaching experience other than that stipulated in 6.03 or 6.04 (a) 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 Trade and/or Related Professional Experience for New Hires

Recognition of teaching experience or related trade or related professional experience (in excess of requirements for basic teaching certification) on the "Basic Salary Schedule" shall be at the sole discretion of the Superintendent of Education/Employee Relations. The onus shall be on the teacher to produce satisfactory evidence of teaching experience or related trade or related professional experience, and to provide signed authorization for the Superintendent to contact the employer(s) by telephone or letter to discuss/verify that work experience.

6.07 Guidelines for Placing Related Trade and/or Related Professional Work Experience as Teaching Experience for New Hires on the Basic Salary Schedule

- (a) Teachers with related work experience in a trade and/or profession shall be placed on the grid with each year of such experience being equal to one-half year 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) Part-time related work experience in a trade and/or profession where the part-time work schedule was equivalent to a .5 FTE position or greater shall be treated as equivalent to one-half of the full-time equivalent work experience [i.e., twelve (12) months of .5 FTE or better = six (6) months work experience; twelve (12) months in a less than .5 FTE position = 0 work experience, etc.]
- (e) If application with supporting evidence of experience which is work related to a subject(s) being taught is submitted to the Superintendent of Education/Employee Relations at the earliest opportunity, but not later than May 31 of the school year, the Board will adjust the teacher's salary, as of September 1 of that school year.
 - (f) The Board will adjust the starting salary of a teacher as of September 1: if application with supporting evidence is submitted to the Superintendent of Education/Employee Relations at the earliest opportunity, but not later than the last teaching day in December of that year.

ARTICLE 6 - SALARY SCHEDULES AND ALLOWANCES (CONT.)

- 6.07 (g) The Board will adjust the salary of a teacher as of January 1:
if application with supporting evidence is submitted to the Superintendent of Education/Employee Relations after the last teaching day in December of the previous year, but before May 31 of that year.
- (h) The total allowance granted under this section shall not exceed six (6) years of secondary school teaching experience.
 - (i) The total of this allowance and the salary computed under Section 6.01 will not exceed the category maximum.
 - (j) Experience as an Educational Assistant shall be credited as related professional experience for purposes of advancement on the grid. Credit for this related experience shall be effective from September 1, 2005.

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 an 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.

(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.

ARTICLE 6 - SALARY SCHEDULES AND ALLOWANCES (CONT.)

6.08 (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**
Paragraph 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 ½ of the regular school day, then an occasional teacher replacement shall be a one-half (½) 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 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.

<u>Master's Degree:</u>			
Effective Sept 1/04	\$ 944	Effective Sept 1/05	\$ 962
Effective Sept 1/06	\$ 982	Effective Feb 1/07	\$ 991
Effective Sept 1/07	\$1,009	Effective Feb 1/08	\$1,023

(b) An additional allowance for a second post-graduate degree recognized by the Ministry of Education will be paid to a member of the teaching staff.

<u>Second Post-Graduate Degree Allowance:</u>			
Effective Sept 1/04	\$ 592	Effective Sept 1/05	\$ 604
Effective Sept 1/06	\$ 616	Effective Feb 1/07	\$ 622
Effective Sept 1/07	\$ 633	Effective Feb 1/08	\$ 642

(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) **Facilitators' Allowance**

The following allowances shall be paid pro rata for each full month of the school year worked in the position.

Effective Sept 1/04	\$2,547	Effective Sept 1/05	\$2,598
Effective Sept 1/06	\$2,650	Effective Feb 1/07	\$2,677
Effective Sept 1/07	\$2,725	Effective Feb 1/08	\$2,763

ARTICLE 6 - SALARY SCHEDULES AND ALLOWANCES (CONT.)

6.12 (b) Department Head Allowance

Department Head positions shall be in accordance with procedure #4115. The allowance for a Department Head shall remain within the total provincial grant allocation designated for department heads, 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 (2) teachers share a Department Head position the allowance paid to each teacher shall be 50% of the Department Head allowance.

- (c) A teacher appointed as a department head shall not be considered a "Supervisor" under the Occupational Health and Safety Act"

ARTICLE 7 - 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% commencing the first banking day in September, followed by 4% on a bi-weekly basis from the third Thursday following Labour Day 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 \$240,000 (Effective September 1, 2003)
3 times earnings to a maximum of \$270,000 (Effective September 1, 2005)
- (b) **Accidental Death and Dismemberment**
- (c) **Medical/Dental - (\$10.00 single / \$20.00 family deductible)**
Benefit Plan Includes:
 - (i) Basic Dental, \$1,200 maximum per year, with nine (9) month recall.
 - (ii) Major Services and Prosthodontics at 50% co-insurance and \$1,200 maximum combined per calendar year.
 - (iii) Orthodontics at 50% co-insurance and \$1,200 maximum per calendar year (\$3,600 lifetime).
 - (iv) Prescribed drugs under the major medical. Dispensing fee cap of \$8.00 per prescription.
 - (v) Vision Care Plan to provide up to \$300 in any 24 month period for prescription glasses/contact lenses/laser eye surgery.
 - (vi) 2001 ODA.

Effective September 1, 2005, the following changes:

- 2003 ODA
- Basic Dental \$1,300 maximum per calendar year, with nine (9) month dental recall.
- Psychologist \$1,000 annual maximum / \$100 per visit limit.

- Each paraprofessional to a maximum \$400 per calendar year, as listed below.
 - 1) Speech Therapist
 - 2) Chiropractor
 - 3) Osteopath
 - 4) Chiropodist
 - 5) Podiatrist
 - 6) Naturopath
 - 7) Christian Science Practitioner
 - 8) Physiotherapist
 - 9) Masseur

Effective September 1, 2006, the following changes:

- 2004 ODA
- Orthodontics at 50% co-insurance and \$1,300 maximum per calendar year (\$3,900 lifetime).
- Vision Care Plan to provide up to \$350 in any consecutive 24 month period for prescription glasses/contact lenses/laser eye surgery/eye examinations.

Effective September 1, 2007, the following changes:

- 2005 ODA
- Major Services and Prosthodontics at 50%co-insurance and \$1,300 maximum combined per calendar year.
- Hearing Aids and accessories up to \$500 every 48 consecutive months

- (d) The teachers will assume 100% of the premium rates for the following:
Long-Term Disability.

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 amount of payment or 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.

ARTICLE 8 - BENEFIT PLANS (CONT.)

- 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 post-graduate degree(s) and benefits as provided in paragraph 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 paragraph 8.01 until such time as they are eligible to collect the applicable unreduced service pension (maximum 66%) from the Teachers' Pension Plan Board or attainment of age 65, whichever occurs first.
- 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 LTD benefits according to the leave plan.

The maximum amount payable by the Board to any teacher will be \$8,300. Payment will be subject to receipt of an appropriate medical report.

ARTICLE 9 - STAFFING AND WORKLOAD PROVISIONS

Staff Complement

- 9.01 (a) The minimum base number of teachers (excluding Special Education, ESL, computer site administration, and food school operation) for staffing purposes shall be generated according to the "Credit Corrected Model" for staffing, jointly agreed between the Union and the Board in the Staff Allocation Committee. Upon agreement between the Union and the Board, the "Credit Corrected Model" will be amended from time to time to reflect changes in funding for staffing.
- (b) Subject to changes in the funding formula, the minimum base number of teachers shall include a minimum of one and one-tenth (1.1) Library teachers for each thousand (1,000) students, and two and six-tenths (2.6) Guidance teachers for each thousand (1,000) students.
- (c) In addition to the base number of teachers generated in 9.01 (a), the following are generated for the system:
- (i) The Special Education and ESL complements will be determined by the Staff Allocation Committee based on system needs and available funding from those line items in the funding formula with a base number of 105 FTE Special Education and 6 FTE ESL teachers for 2005/2006, which will be adjusted annually in relation to Special Education and ESL enrolment.
 - (ii) Relief periods for computer site administration and food school operation will be in addition to the staff generated in 9.01 (a) above and will be determined by the Staff Allocation Committee based on system needs.
- (d) System-wide staffing generation will be rounded to the nearest full or 0.5 FTE.

Article 9 - STAFFING AND WORKLOAD PROVISIONS (CONT.)

- 9.01 (e) No teacher shall be declared redundant during the school year in order to achieve complement.
- (f) Should the staff complement on October 31 be below the number generated, the Board agrees to promptly advertise and hire sufficient qualified teachers to satisfy this provision.

9.02 Staff Allocation

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

Once the total number of staff and the hold back factor have been determined, the Staffing 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.

1. **Grade 9 and 10**
(Non-Technical)
 - Academic (D)
 - Applied (P)
 - Essential (E)
 - Open (O)
 - Locally Developed (L)

(Technical & Practical Family Studies)
- Open (O)

2. Grade 11 and 12
(Non-Technical)
 - University (U)
 - University/College (M)
 - College (C)
 - Workplace (E)
 - Open (O)

(Technical & Practical Family Studies)

- University/College (M)
- College (C)
- Workplace (E)

3. Transfer Courses
-(H, J, K, L, Q, R, S, n/a) [note: transfer courses, if offered in day school during the school year and in combination with other courses, will be considered as multi-grade classes.]
4. Co-operative Education (Out-of-school component)

Article 9 - STAFFING AND WORKLOAD PROVISIONS (CONT.)

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.

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(a)	<u>Grade 9 and 10</u>	<u>Current</u>	<u>Sept 05</u>	<u>Sept 06</u>	<u>Sept 07</u>	
	(Non-Technical)					
	- Academic (D)	28	28		28	28
	- Applied (P)	24	22	21	20	
	- Essential (E)	20	16	15	14	
	- Open (O)	28	26		25	25
	- Locally Developed	20	16	15	14	
	(Technical & Practical Family Studies)					
	- Open (O)	22	22		22	22
1(b)	<u>Grades 11 and 12</u>					
	(Non-Technical)					
	- University (U)			28	28	28
	- University/College (M)		26	26	26	26
	- College (C)	26	25	24	24	
	- Workplace (E)			20	16	15
	- Open (O)			28	26	25
						14
						25

(Technical & Practical Family Studies)						
- University/College (M)			22	22	22	22
- College (C)	20	20		20	20	
- Workplace (E)			19	19		19
- Co-operative Education			20	20	20	20

**Out Of School Component
(Co-op averaged over the timetable for each individual teacher)**

2. Where the desirable limits above can not be met, individual class sizes may be exceeded as follows:

Academic/University	Desirable maximum + 3
All others:	Desirable maximum + 2

3. (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.
4. The Board and the Bargaining Unit agree that the desirable limit for Grade 9, 10, 11 & 12 Technical Studies classes as in sub-paragraph 9.05 (1) when all or part of the instructional time is delivered in an active construction technology shop, transportation technology shop, or manufacturing technology shop. It is also agreed the Computer or CAD courses that carry a "T" code (Tech) shall be considered non-tech courses for purposes of the class size guidelines, but Grade 9, 10, 11 and 12 computer or CAD courses that carry a "T" code (Tech) and include instructional time in an active construction technology shop, transportation technology shop, or manufacturing technology shop shall have a desirable limit as in sub-paragraph 9.05 (1).

Article 9 - STAFFING AND WORKLOAD PROVISIONS (CONT.)

- 9.05 5. The application of the class size guidelines will be reviewed by the In-School Workload Review Committee.
6. 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.
7. 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

For the school year 2004/2005, all existing provisions and practices respecting teacher workload will remain in effect.

For the balance of the term of this collective agreement, and having regard to the teacher complement in paragraph 9.01, the following shall apply:

- 9.06 1(a) **Effective September 1, 2005**

All full-time teachers will be assigned a maximum teaching workload of six (6) courses or course equivalents plus additional professional duties comprised of twenty-five (25) minutes of home room, hall or bus duty, or student and teacher mentoring; and on-calls, lunchroom or other supervision not exceeding an average of fifty (50) minutes per week, not including exam weeks. Supervision during exam weeks shall be assigned equitably within each school.

(b) Effective September 1, 2006

All full-time teachers will be assigned a maximum teaching workload of six (6) courses or course equivalents plus additional professional duties comprised of twenty-five (25) minutes of home room, hall or bus duty, or student and teacher mentoring; and on-calls, lunchroom or other supervision not exceeding an average of forty-six (46) minutes per week, not including exam weeks. Supervision during exam weeks shall be assigned equitably within each school.

(c) Effective September 1, 2007

All full-time teachers will be assigned a maximum teaching workload of six (6) courses or course equivalents plus additional professional duties comprised of twenty-five (25) minutes of home room, hall or bus duty, or student and teacher mentoring; and on-calls, lunchroom or other supervision not exceeding an average of forty-three (43) minutes per week, not including exam weeks. Supervision during exam weeks shall be assigned equitably within each school.

Note:

It is understood by the parties that the workload totals specified above are expressed as maxima. It is also understood that the global level of supervision in any school will not increase in any of the years specified above.

- 2 Full periods shall be assigned as three (3) periods per day;
- 3 A half-time ($\frac{1}{2}$) teacher shall be assigned a half-time ($\frac{1}{2}$) teaching workload in the same manner as a full-time teacher;
- 4 A food school teacher whose assignment requires supervising students throughout the lunch hour on a daily basis will not be required to perform other supervision or on-calls;

Article 9 - STAFFING AND WORKLOAD PROVISIONS (CONT.)

- 5 Where a supply teacher works the assigned duties that were previously scheduled into the assigned schedule of the teacher being replaced by that supply, the absent teacher being replaced will be credited for the scheduled duties;
- 6 Teacher workload issues shall be discussed at the In-School Workload Review Committee. If unresolved, the matter shall be referred to the Joint Employee Relations Committee for resolution.

9.07 On-Calls The Principal of a school may assign one-half ($\frac{1}{2}$) period per school day or one (1) period every second day 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 up to two (2) one-half ($\frac{1}{2}$) periods in excess of the maximum in the event of an emergency.

9.08 Lunch Break

Each teacher shall be scheduled for a lunch break of no less than forty (40) consecutive minutes free from scheduled duties.

ARTICLE 10 - CONTINUING EDUCATION & HOME INSTRUCTION

- 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, 2004</u> \$35.32	<u>September 1, 2005</u> \$36.03
<u>September 1, 2006</u> \$36.75	<u>February 1, 2007</u> \$37.12
<u>September 1, 2007</u> \$37.79	<u>February 1, 2008</u> \$38.32

plus current mileage rates for Home Instruction Teachers only.

- 10.02 Leaves Of Absence
Continuing Education Day/Teachers teaching credit-bearing courses during the regular school day are eligible for the following:

(a) Bereavement Leave

Up to three (3) days leave of absence, with pay at the teacher's usual rate, will be allowed to any/Continuing Education teacher 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 10 - CONTINUING EDUCATION & HOME INSTRUCTION (CONT.)

10.02 (b) Quarantine & Court Appearances

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.

10.03 Sick Leave

Continuing Education day school teachers shall be entitled to one (1) sick leave day upon completion of the first ten (10) F.T.E. instructional days of work. This day is not cumulative for teaching assignments in Continuing Education.

10.04 Workload

A Continuing Education day school teacher will be paid for one (1) hour of consultation time for each five (5) hours of instructional time.

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.

ARTICLE 11 - CUMULATIVE SICK LEAVE PLAN (CONT.)

11.04 (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.

(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 subparagraph (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.

ARTICLE 11 - CUMULATIVE SICK LEAVE PLAN (CONT.)

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; attending the graduation of one's own child from a recognized secondary or post-secondary educational institution; 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.
- (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) consecutive years of service as a teacher 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.

ARTICLE 12 - RETIREMENT GRATUITY PLAN (CONT.)

12.03 Credits will be accumulated as follows:

(a) Each teacher will be given a credit of two (2) percent for each year of 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	1.0
10	1.5
9	1.4
8	1.3
7	1.2
6	1.1
5	1.0
4	0.8
3	0.6
2	0.4
1	0.2
0	0.0

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:

$$\frac{\$16,000 \times 16.5}{100} = \$2,640$$

ARTICLE 12 - RETIREMENT GRATUITY PLAN (CONT.)

- 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 The gratuity will be paid in one (1) sum in the month following retirement if the Board is so advised with two (2) months notice prior to the retirement date, or no later than two (2) calendar months following late notice to the Board. The teacher may request deferment of the gratuity payment to the next calendar year, subject to CCRA legislation, regulations and rulings.

- 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.
- 12.12 A teacher who retires having received a retirement gratuity from the Board, and who is re-hired to a probationary position with the Board, must re-qualify for retirement gratuity pursuant to paragraph 12.01. Once eligible, the teacher is entitled only to a gratuity credit up to the difference between the maximum 50% gratuity and the percentage gratuity previously paid.

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 The Superintendent of Education/Operations may grant a member of staff a leave of absence with pay for stated periods of time for Special or compassionate reasons justifying a longer leave than that provide for in the Cumulative Sick Leave Plan for Teaching Employees.
- 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.

ARTICLE 13 - OTHER LEAVES OF ABSENCE (CONT)

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 paragraph 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.
- 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.

ARTICLE 13 - OTHER LEAVES OF ABSENCE (CONT)

- 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.
- 13.11 Family Medical Leave
Notwithstanding paragraphs 13.09 and 13.10 (above), Family Medical Leave of up to eight (8) weeks without pay shall be granted to a teacher who meets the requirements for the leave as specified in the Employment Standards Act. Nothing in this provision limits the Board's ability to grant leaves under other applicable sections of the Collective Agreement or Board policy or procedure.

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 may commence no earlier than the day that is seventeen (17) weeks before the employee's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier
- (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 up to thirty-five (35) weeks if the teacher has also taken a pregnancy leave, or up to thirty-seven (37) weeks if the teacher has not taken a pregnancy leave.
- (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.

ARTICLE 14 - PREGNANCY/PARENTAL LEAVE (CONT.)

- 14.02 (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.

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 paragraph 8.01 unless the teacher

indicates in writing that the teacher does not intend to pay the teacher's contributions, or if the teacher fails to make such contributions by way of direct bank debits, as arranged 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)
 - (i) 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.
 - (ii) Notwithstanding (i), a teacher on pregnancy or parental leave is not normally entitled to sick leave, except that a teacher may be eligible for sick leave and sick pay in accordance with Article 11 for a period of recovery from childbirth if the request for sick leave is made in writing to the Superintendent of Education/Employee Relations at least two (2) weeks in advance of the anticipated date of birth. The teacher will be required to provide the Board with written verification of the actual date of birth within six (6) weeks of the birth. For a claim of sick leave and pay beyond the six (6) weeks the Board will require comprehensive medical certification to support a recovery period longer than the presumptive six (6) week period.
- (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.

ARTICLE 14 - PREGNANCY/PARENTAL LEAVE (CONT.)

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.
- (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
Effective for Pregnancy/Parental Leaves involving a birth on or before April 1, 2004.

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 and ongoing compliance with E. I. legislation, regulations and procedures.

- 1. The object of this SUB Plan is to supplement the E. I. benefits received by teachers from the Human Resources and Skills Development Canada, Federal Department (HRSD), for temporary unemployment caused by pregnancy leave or parental leave.
- 2. Only teachers covered by this Collective Agreement are covered by this plan.

ARTICLE 14 - PREGNANCY/PARENTAL LEAVE (CONT.)

- 14.05 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 HRSD following a two (2) 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 HRSD;
 - (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 adoption 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;
- d) Confirmation from HRSD of the dates that the waiting period was served.
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.
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 maximum earnings as determined by HRSD. 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 HRSD regulations.
9. The two (2) 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 14 - PREGNANCY/PARENTAL LEAVE (CONT.)

14.06 Pregnancy Leave SUB Top-Up

For pregnancy leave only, and in lieu of the option to access sick leave for the presumptive period of recovery in accordance with 14.03 (f) (ii) above, a teacher who is eligible for E. I. may opt for a pregnancy leave SUB top-up, which top-up may be in addition to the SUB (if taken) which is available for the two-week (2) waiting period.

It is understood by both parties to this agreement that the pregnancy leave SUB top-up set out herein is based upon and is subject to Employment Insurance (E. I.) Regulations and procedures. In the event of amendment to these E. I. Regulations and procedures, these pregnancy leave SUB top-up provisions will be re-opened and re-negotiated by the parties, as required, to ensure ongoing acceptance by E. I. authorities and ongoing compliance with E. I. legislation, regulations and procedures.

The pregnancy leave SUB top-up shall provide for the difference between what an employee

received from E. I. and her regular wage for a maximum of the six (6) week presumptive period of recovery, commencing from the date of birth.

An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the teacher taking her leave. In addition, the teacher will be required to provide the Board with written verification of the actual date of birth within six (6) weeks of the birth.

To access pregnancy leave SUB top-up, a request shall be made, in writing, to the Superintendent of Education / Employee Relations at least two (2) weeks in advance of the anticipated date of birth. To receive pay, the teacher must also provide the Board with verification of the approved E. I. claim indicating the amount of E. I. paid to the teacher, and an indication of the dates that the waiting period was served. On receipt of this information, the Board will process a lump-sum payment for the top-up of benefits owing to the teacher. This pregnancy leave SUB top-up will be payable only for those days during the six (6) week period which fall on regular school days.

Any claims for pregnancy leave SUB top-up in excess of the maximum six (6) week period specified above shall be subject to a requirement for comprehensive medical certification supporting a recovery period longer than the presumptive period.

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 paragraph 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 paragraph 15.01 shall enable the President to assume a full-time leave to carry out official Union business.

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

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.

- (u) As required, occasional teachers shall assume the classroom duties resulting from the Chief Negotiator's leave.
- 15.04 (a) Other Union Leave for District 13, O. S. S. T.F.
At the request of the District 13 Executive, additional leaves shall be granted to carry out official Union business to a maximum of one and one half (1.5) 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 paragraph 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 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 paragraph 8.01 and Article 11 for the President, the Chief Negotiator and the teacher or teachers on leave under paragraph 15.04. For the first 1.0 FTE of the teacher or teachers on leave under paragraph 15.04 above, 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(s) 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 and dividing by the number of steps. For the remaining 0.5 FTE of the teacher on leave under paragraph 15.04 above, 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 full salary cost of the teacher on leave.

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

- 15.06 Leave for Office With Provincial O.S.S.T.F.
The Board agrees to grant leave of absence to any teacher as long as he or she holds elected 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.

15.07 Leave for Elected Offices

The Board agrees to grant leave of absence to any teacher as long as he or she holds 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.

15.08 Time Off for Teacher Bargainers and Other Union Business

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

The Union will reimburse the Board for replacement teacher costs, including salary and statutory benefits, for the time off under this paragraph.

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.
- 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.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE (CONT.)

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.

17.03 Step II

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.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE (CONT.)

17.04

- (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 paragraph 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 paragraph 17.06.

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:

- (i) William Kaplan
- (ii) Jane Devlin
- (iii) Ross Kennedy
- (iv) Anne Barrett
- (v) 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 paragraphs 17.08, 17.09 and 17.11 related to an Arbitration Board shall similarly apply to a single arbitrator.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE (CONT.)

- 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.

- 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 - SELF-FUNDED LEAVE PLAN

- 19.01 The Self-funded 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.

ARTICLE 19 - SELF-FUNDED LEAVE PLAN (CONT.)

- 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.
- 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 paragraph 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.

ARTICLE 19 - SELF-FUNDED LEAVE PLAN (CONT.)

- 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 self-funded 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 (a) Option 1
The deposit of all funds retained under provisions of the Plan shall be to the financial institution of the teacher's choice. The teacher shall advise the Comptroller of Finance 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.
- (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.

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, 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.

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 _____ DAY OF _____, 2005.

FOR THE BOARD:

FOR THE UNION:

LETTER OF INTENT #1
RE: TEACHER DEVELOPMENT ACCOUNT

Funds made available to the Board for Secondary Teachers by the Ontario government in 2004/2005 for "Teacher Development Account" purposes shall be forwarded to the Union and placed into a Teacher Development Account. Each member of the Bargaining Unit during the 2004-2005 school year shall be entitled to a pro-rated share of the funds according to his or her FTE entitlement. These funds shall be used for expenses incurred for Teacher-determined

professional development and/or professional resources.

Any unclaimed funds will be dispersed through the Union's Professional Development account.

The Union acknowledges its responsibility for any reporting/audit controls which may be implemented by the Provincial Government and agrees to hold the Board harmless from any responsibility for the administration of these funds.

LETTER OF INTENT #2
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 authorized representatives of the bargaining unit 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 that program.

LETTER OF UNDERSTANDING #1
RE: COMMITTEE DEFINING DUTIES OF DEPARTMENT HEADS

The Board and the Union agree to establish a committee, comprised of up to three representatives each, to discuss the duties of department heads and define such duties to their mutual satisfaction. It is the expectation of the parties that the work of the Committee will be concluded by December 31, 2005, and that, jointly acceptable guidelines regarding the duties of a department heads will be in place by February 1, 2006.

LETTER OF UNDERSTANDING #2
RE: DURHAM VIRTUAL CAMPUS

1. The staff assigned to the Durham Virtual Campus during the currency of this collective agreement shall be over complement, and allocated by the Staff Allocation Committee based on system needs.
2. The class size guidelines in paragraph 9.05 shall apply to e-Learning courses
3. The rate of pay per e-Learning course shall be 1/8 of the grid salary for that teacher as

outlined in paragraph 6.01.

LETTER OF UNDERSTANDING #3

Re: SALARY RE-OPENER

If in accordance with paragraph 5 of the Framework for Local Agreements of April 2005, the Provincial Government provides to the Board additional funding specifically for secondary teacher salaries for either or both of the school years 2006 - 2007 and 2007 - 2008 (beyond that required to fund the increases set out in ARTICLE 6 of this Agreement), then the salaries for that year or those years shall be increased as set out in paragraph 5 of the Framework for Local Agreements of April 2005 to the extent permitted by the amount of such funding.

For clarity, paragraph 5 reads:

Re-opener

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

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

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

Subject to provincial funding, such additional funding percentage increases shall also be applied to the applicable salaries in articles 6.10(a) and (b), 6.12 (a) and (b), and 10.01 for the years commencing September 1, 2006, and September 1, 2007.

