

**COLLECTIVE AGREEMENT**

**between**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF")**

**Representing**

**The Secondary Teachers of District 14,  
of the Ontario Secondary School Teachers' Federation  
Employed by the Board  
(hereinafter called "District 14, OSSTF")**

**and**

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD  
(hereinafter called the "Employer")**

**EFFECTIVE**

**September 1, 2001**

**to**

**August 31, 2004**

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**ARTICLE 1**      **PURPOSE**

1.01                    It is the desire of both parties to specify within this Collective Agreement the terms and conditions under which teachers covered by this Collective Agreement are employed and the salary, allowances, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

**ARTICLE 2**      **RECOGNITION**

2.01                    The Employer recognizes Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for every teacher, other than occasional teachers, principals and vice-principals, who is assigned to one or more secondary schools or who performs duties in respect of such schools all or most of the time.

2.02                    The Employer recognizes the negotiating team of District 14, OSSTF as the agent authorized by the OSSTF to negotiate on its behalf.

2.03                    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.

**ARTICLE 3**      **RIGHTS AND RESPONSIBILITIES**

3.01                    Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer and OSSTF agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations governing in the Province of Ontario.

3.02                    **Just Cause**

No teacher shall be discharged, demoted or disciplined except for just cause.

3.03

**Teacher Evaluation**

Formal/Summative evaluation of teachers shall be made only upon forty eight (48) hours notice to the teacher involved.



3.04

**Obligation**

The parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under the Collective Agreement, participates or fails to participate in the activities of the OSSTF.

3.05

**Personnel File**

3.05.01

A teacher, upon written request, shall have access within five (5) regular working days to that teacher's personnel file in the presence of a supervisory officer or designate. The teacher shall have the right to obtain copies of any material contained in such files.

3.05.02

The teacher shall be provided with a copy of any documentation regarding a teacher's performance or conduct that is to be placed in the teacher's file.

3.06

**Board Policies and Procedures**

Copies of new Board Policies and Procedures and updates of current ones shall be forwarded to the President of District 14, OSSTF, within thirty (30) days of Board approval.

3.07

**No Strike or Lock-Out**

There shall be no strike or lock-out during the term of this Collective Agreement. The terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

3.08

**Retirement**

3.08.01

Retirement date shall be no later than August 31 following the teacher's sixty-fifth (65<sup>th</sup>) birthday.

3.08.02

For the purposes of this Collective Agreement, early retirement shall mean retirement between the earliest age permitted under Teachers' Pension Plan (TPP) to age sixty-five (65) on a pension pursuant to the Teachers' Pension Plan with payment to begin within two (2) months of the retirement date.

3.09 **Copies of Collective Agreement**

New teachers shall receive a copy of the Collective Agreement from the Employer when they are hired as a teacher.

3.10 **Statistics**

The Employer will provide District 14, OSSTF, statistical data and information encompassing the full-time equivalency, qualifications, allowances, salaries and benefits of teachers, and information regarding actual class size, by school, for the purposes of collective bargaining and the maintenance and administration of this Collective Agreement. With regard to any information provided to the OSSTF concerning its members, either individually or collectively, OSSTF shall save the Employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The OSSTF agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.

3.11 **Termination of Employment**

3.11.01 A teacher shall notify the Employer by November 30 of a teacher's intention to resign effective January 31 or end of Semester 1, whichever is earlier, and by May 31 of the teacher's intention to resign effective June 30 or August 31. However, Teachers are encouraged to provide notice of resignation or retirement at the earliest possible date to assist with the staffing process.

3.11.02 The Employer and a teacher who is a night school or summer school teacher shall give written notice, of not less than two weeks, to the other, should either wish to terminate the teacher's employment prior to the end of the assignment. Such notice shall not apply in the event of termination for cause.

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

3.12 **Representation**

When a Principal or Supervisor calls a teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the teacher about the nature of the meeting. For such a meeting the teacher is entitled to OSSTF representation.

3.13 **Use of Employer's Premises**

The Employer agrees to be cooperative with OSSTF - District 14 about carrying out District 14 business on the Employer's premises provided that no costs are incurred by the Employer. Requests for use of the

**ARTICLE 4**      **DURATION AND RENEWAL**

- 4.01                    This Collective Agreement shall be in effect from September 1, 2001 and shall continue in force up to and including August 31, 2004 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Collective Agreement, in accordance with the Ontario Labour Relations Act.
- 4.02                    The parties shall meet within fifteen (15) days from the date of notice pursuant to 4.01 or within such further period as the parties agree upon.
- 4.03                    Changes can be made to this Collective Agreement with the mutual written consent of the parties. The OSSTF consent is subject to ratification by its membership.
- 4.04                    This Collective Agreement shall supercede all such prior Collective Agreements between the parties and shall form the basis for the determination of all salaries and other conditions defined herein.

**ARTICLE 5**      **SALARY SCHEDULE**

- 5.01                    For each teacher, salary shall be comprised of the amount established in accordance with proper placement on the salary grid and the amount of any annual allowances provided in recognition of additional responsibilities, extra degree(s) and assuming administrative duties as provided in Article 25.

5.01.01

Effective September 1, 2003

<b>Experience in Years</b>	<b>CAT I</b>	<b>CAT II</b>	<b>CAT III</b>	<b>CAT IV</b>
0	35,011	36,354	39,313	40,657
1	37,284	38,795	42,149	43,799
2	39,557	41,243	44,982	46,939
3	41,830	43,686	47,817	50,081
4	44,103	46,129	50,652	53,222
5	46,379	48,573	53,486	56,364
6	48,649	51,017	56,322	59,501
7	50,923	53,459	59,157	62,642
8	53,197	55,904	61,991	65,784
9	55,469	58,345	64,825	68,923
10	57,742	60,791	67,661	72,064
11	60,007	63,230	70,490	75,200

Effective the last pay date in June 2004

<b>Experience in Years</b>	<b>CAT I</b>	<b>CAT II</b>	<b>CAT III</b>	<b>CAT IV</b>
0	35,388	36,745	39,736	41,095
1	37,685	39,213	42,602	44,270
2	39,982	41,686	45,466	47,444
3	42,280	44,156	48,331	50,620
4	44,578	46,625	51,197	53,794
5	46,878	49,095	54,061	56,970
6	49,172	51,566	56,928	60,141
7	51,471	54,034	59,793	63,316
8	53,769	56,506	62,658	66,491
9	56,066	58,973	65,522	69,665
10	58,363	61,444	68,389	72,839
11	60,652	63,910	71,248	76,009

5.02

The Employer retains the right to appoint teachers to newly created positions of responsibility. The parties shall negotiate the allowance, if any, for such positions. If the parties are unable to agree on the allowance, the matter may be submitted to Arbitration pursuant to Clause 31.06.

### **Responsibility Allowances**

All allowances are in addition to the individual's proper placement on the grid according to his/her own category and experience.

- Team Leader \$7,000
- Educational Services Advisor \$5,000
- Educational Services - Information and Media Curator \$8,000
- Technology and Information Services Advisor \$5,000

Subject to Article 30, at the end of the appointment the teacher shall return to the school in which the teacher was employed immediately prior to the commencement of the appointment.

5.03

### **Allowances for Other Qualifications**

An allowance of \$850 shall be paid for one post graduate degree, if not already used in determination of category. An allowance for a Master's Degree from universities outside Canada shall be at the discretion of the Superintendent of Human Resources.

Any additional allowances being paid as at August 31, 1998 shall continue to be paid (subject to total allowance of \$1,208) during the term of the Collective Agreement.

5.04

### **Implementation of Schedule**

5.04.01

The annual salary shall be paid in accordance with the following schedule:

First school day in September	8%	February 15	4%
September 15		4% March 1	4%
October 1	4%	March 15	4%
October 15		4% April 1	4%
November 1		4% April 15	4%
November 15		4% May 1	4%
December 1		4% May 15	4%
December 15		8% June 1	4%
January - first banking day		4% June 15	4%
January 15		4% Last day of school	
February 1		4% in June	12%

Other than the pay date at the beginning of January, if the date listed above falls on a Saturday or Sunday, the actual pay date will be on the

previous Friday. If the actual pay date is a statutory holiday falling on a Monday, the pay date will be on the previous Friday.

- 5.04.02 A teacher who retires to pension or leaves the employ of the Board or commences an unpaid leave of absence during the school year will be paid any salary owing, less required deductions, pro-rated on the number of days worked as a percentage of total days in the school year and in accordance with the teacher's entitlement prorated in relation to the workload of a full-time teacher in accordance with Clause 26.17.01. Such payment shall be made on the next scheduled pay date following the last day worked, provided that a minimum of two (2) weeks' notice is given or on June 30, whichever is earlier.
- 5.04.03 A teacher who begins or returns to active employment during the school year will be paid a salary pro-rated on the number of days worked as a percentage of total days in the school year and in accordance with the teacher's entitlement prorated in relation to the workload of a full-time teacher in accordance with Clause 26.17.01.
- 5.04.03.01 Full-time teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to the date of retirement/resignation or commencement of the leave. Salary shall be prorated in accordance with the provisions of Clause 26.17.01.
- 5.04.03.02 Teachers whose assignment/entitlement increases in the second semester will have their salary appropriately adjusted for the second semester. Teachers whose assignment decreases in the second semester will have their salary adjusted retroactively such that the adjustment is reflected through equal adjustments on pay dates in the second semester.

5.04.04 Teachers newly appointed to positions of responsibility shall receive the appropriate responsibility allowance as of the effective date of the appointment.

5.04.05 Each teacher's salary shall be transferred by direct deposit into the bank, trust company or credit union account designated by the teacher provided that the bank, trust company or credit union is capable of twenty-four (24) hour transfer to the teacher's account.

5.05 **Union Dues**

5.05.01 On each pay date which a teacher is paid, the Employer shall deduct from each teacher the OSSTF dues and any levy chargeable by OSSTF. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

5.05.02 The OSSTF dues deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.

5.05.03 Any levy authorized by OSSTF and directed to District 14, OSSTF shall be deducted and remitted to the Treasurer of OSSTF District 14 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.

5.05.04 OSSTF and/or District 14, OSSTF, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF and remitted to OSSTF and/or District 14, OSSTF.

**ARTICLE 6** **CATEGORY DEFINITIONS AND TEACHER QUALIFICATIONS**

6.01 Category definitions shall be those established by the Ontario Secondary School Teachers' Federation as of April 30, 2002. For the purpose of salary categorization, the Employer recognizes the Certification Rating Statement issued by the OSSTF Certification Division. In case of a dispute the ruling of the OSSTF Certification Appeal Board shall be final. Deviations from the policy which are applicable to District 14, OSSTF, are contained in Clauses 6.03 to

6.09.

- 6.02 It shall be incumbent upon the teacher to provide documented proof in the form of a Group Rating Statement from OSSTF as to his or her appropriate group classification.
- 6.03 All persons teaching on a Letter of Permission will be paid Category 1. A Teacher employed with an Interim Certificate of Qualification shall be placed in the salary group for which the Teacher is eligible as determined by a Letter of Evaluation from OSSTF.
- 6.04 All qualified secondary school new teacher appointees, other than those teaching on a Letter of Permission, shall be placed in the category consistent with the OSSTF certification or Letter of Evaluation and recognized years of teaching experience provided that documentary evidence to support such placement and experience is submitted to the Employer prior to the commencement of duties. When such evidence is not submitted prior to the commencement of duties, the Employer shall place the teacher in Category 1 minimum until such evidence is supplied. When such evidence is supplied, any retroactivity shall apply according to the criteria delineated in Clauses 6.05 - 6.09.
- 6.05 Changes in qualification which result in a teacher being placed in a higher category shall be effective September 1, provided that:
- (a) the course of study is completed prior to September 1; AND
  - (b) examination(s) is (are) passed; AND
  - (c) the Superintendent of Human Resources receives, from the teacher, written notification by December 31 of that year; AND
  - (d) written documentation showing successful completion of the examinations(s) is received by the Superintendent of Human Resources on or before February 28 of the subsequent year.
- 6.06 Changes in qualifications which result in a teacher being placed in a higher category shall be effective January 1, provided that:
- (a) the course of study is completed prior to December 31 of the preceding year; AND
  - (b) the examination(s) is (are) passed; AND
  - (c) the Superintendent of Human Resources receives from the teacher, written notification by February 28 of the current year; AND
  - (d) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resources on or before June 30 of the current year.
- 6.07 Changes in qualifications which result in a teacher being placed in a higher category shall be effective March 1, provided that:



- (a) the course of study is completed prior to February 28; AND
- (b) the examination(s) is (are) passed; AND
- (c) the Superintendent of Human Resources receives from the teacher, written notification on or before May 1 of the current year; AND
- (d) written documentation showing completion of the examination(s) is received by the Superintendent of Human Resources on or before June 30 of the current year.

6.08 Verification of existing qualifications at time of hire, for newly hired second semester teachers, which result in the teacher being placed in a higher category, will be retroactive to the employee's first day of work in the second semester, provided that the documentation is received by the Human Resources Department by the following June 30. Category documentation received after June 30 will be dealt with in accordance with timelines outlined in Clauses 6.05, 6.06 and 6.07.

6.09 Credits as a result of winter courses shall count for reclassification the following September only.

## **ARTICLE 7**      **ADDITIONAL EXPERIENCE**

### 7.01      **Calculation of Experience**

7.01.01 Effective September 1, 2002, partial years of experience shall be counted as full years for grid placement. Salary increments will be recognized as of September 1.

7.01.02 Accumulation of experience for salary purposes shall not exceed ten (10) months credit for the period September 1 to August 31 inclusive.

### 7.02      **Additional Teaching Experience**

7.02.01 Teachers who provide proof of secondary school experience outside of Ontario and who held Ontario qualifications as defined by the Ontario College of Teachers, or equivalent, while the experience was acquired either in Canada or out-of-country, shall receive recognition on the grid for this experience. Membership in the Ontario College of Teachers is not a requirement for such recognition. Recognition for such experience must be applied for within three (3) months from the first day worked after being hired, and supported by appropriate documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.

7.03 Teachers entering the secondary schools from the elementary schools, will have their elementary experience treated as secondary school experience for salary purposes only.

7.04 Long Term occasional teaching experience, as defined in the Occasional Teacher Collective Agreement of this Employer, served with this Employer or other Boards of Education in Ontario, shall be accumulated and added to other partial years of experience for credit on the grid.

7.04.01 For new hires to regular teaching positions only, Summer School and Night School teaching experience acquired with this Employer after September 1, 2000, shall accumulate for the purposes of grid placement at the rate of one (1) month (equals 20 days) for each full Summer or Night School credit course taught. Such experience shall be accumulated and added to other (partial) years of experience for credit on the grid, provided it is supported by appropriate documentation within two (2) months of the first day of work after being hired.

7.05 **Related Experience**

7.05.01 Related experience will be defined as those experiences gained through active employment in the fields of Business, Communications Technology, Computers, French, Industrial, Music and Dramatic Arts at the time of hiring.

7.05.02 Teachers who have University or Community College teaching experience and who held full secondary qualification while the experience was acquired shall receive recognition on the grid for this experience in accordance with 7.05.03. Recognition for such experience must be applied for within three (3) months from the first day worked after being hired, and supported by documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.

7.05.03 Related experience shall be equated to teaching experience for the purpose of grid placement as follows:

<u>Related Experience Number of Years</u>	<u>Experience on Grid Number of Years</u>
1	1
2	2
3	3
4	4
5	5

7.05.04 Related experience shall be based on the number of years, to a maximum of five (5).

7.05.05 To be recognized, related experience must be in a field directly related to the subject being taught and have been acquired within the ten (10) year period immediately prior to commencement of teaching.

- 7.05.06 At the time of hiring, the Employer shall notify the teacher of the additional teaching experience recognition and related experience recognition available to teachers.
- 7.06 No teacher shall be hired at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualification, approved experience and responsibility.
- 7.07 Any experience recognized prior to September 1, 1998 shall continue to be recognized.

## **ARTICLE 8**      **INSURED BENEFITS**

- 8.01 All benefits under this Article shall be made available to those teachers in full-time and part-time employment with the Employer.
- 8.01.01 Effective January 1, 2003, teachers with part time employment status shall have access to benefits outlined in 8.02.01 provided that they assume the prorated costs on the basis of their employment status (i.e., .6 Teachers must assume .4 of the cost in order to have access).
- 8.01.02 The Employer will supply up-to-date copies of the group benefit master policies to the President of District 14, OSSTF as they become available from the insurance companies.
- 8.01.03 The Employer will provide each teacher with information brochures, provided by the insurance companies, outlining the group benefits coverage. These brochures will be updated whenever there is a significant change in the coverage.
- 8.02 **Insured Benefits Package**
- 8.02.01 The Employer will assume 100% of the cost of the premiums, subject to the limitations in 8.01, for the Extended Health Care Plan, Vision Care, Semi-Private Coverage, Life Insurance, AD & D Insurance and Dental Care Plan for full-time and part-time employees. The Extended Health, Vision Care, and Dental shall provide for coordination of benefits for all employees, as described in the benefits booklet dated December 1, 1999.

The Insured Benefit Plans include the following coverage:

- Semi-Private Hospital coverage (as described in the benefits booklet dated December 1, 1999)
- Extended Health Care (including \$1.00 pay direct prescription drug deductible) based on The Kawartha Pine Ridge District School Board Health Care Plan for District 14 OSSTF as described in the benefits booklet dated December 1, 1999, and as amended herein,

with single deductible \$10 per insured individual and \$20 per insured family per benefit year.

- Dental coverage; based on Kawartha Pine Ridge District School Board Dental Care Plan as described in the benefits booklet dated December 1, 1999, nil deductible, basic and minor restorative coverage based upon 100% co-insurance, orthodontia based upon 70% co-insurance with a lifetime maximum of \$1,500 per insured individual, major restorative based upon 70% co-insurance with an annual maximum of \$1,500 per insured individual. Reimbursement is to be based on the current ODA fee schedule at all times.
  - Recall shall be every nine (9) months for adults and six (6) months for children up to age 18.
- Vision Care, as described in the benefits booklet dated December 1, 1999, and as amended herein; \$120 per insured individual per 24 month period. For family members under 18 years of age, the coverage will be \$120 per 12 month period. Effective February 1, 2001 the Vision Care maximum will be increased to \$200.
- Life and AD&D Insurance as described in the benefits booklet dated December 1, 1999; Group Life at 2.5 x annual salary. (Additional Group Life options to a maximum of 1.5 x annual salary are available at the employee's expense.)

8.02.02

Effective February 1, 2001, the employees will assume one hundred percent (100%) of the cost of the premiums for the Long Term Disability Plan. The Long Term Disability Plan in effect prior to ratification shall continue until replaced by a new Plan except that it will be converted to a non-taxable benefit plan on February 1, 2001, if possible, or as quickly as possible thereafter. The new plan shall have an uninterrupted waiting period of ninety (90) working days or the expiry of an employee's sick credits, at the employee's option, or as otherwise agreed. The design of the new Plan shall be developed in consultation between the Employer and the OSSTF. The Board agrees to co-operate with OSSTF in the provision of all information necessary to facilitate the transition process. The new Plan shall be implemented no later than March 1, 2001. All employees currently enrolled in the LTD Plan shall remain enrolled in the OSSTF designated LTD Plan and all new employees, working 25% or more of a normal full-time schedule, shall be enrolled in the LTD Plan as of the first day of work.

The Board agrees to collect and remit premiums for a long-term disability program for the bargaining unit employees in accordance with the following:

Effective February 1, 2001, one hundred percent of the long-term disability insurance program shall be paid by the bargaining unit employees and the Board shall not make any contribution towards the premium cost of providing the long-term disability insurance program. The Board will not be responsible to make any payment in connection with the new program arising after March 1, 2001. This provision shall have no application with respect to administrative costs arising out of the deduction and remittance of premium payments nor the completion of the Employer's portion of the LTD claim form.

OSSTF at all times retains the right to select any carrier(s) to underwrite the long-term disability insurance program it considers to be in the best interest of its members and to determine the design of the new plan. It is understood that the Board shall not be responsible nor liable for OSSTF's decision to select, change or retain carrier(s).

OSSTF agrees to indemnify, either directly, or via appropriate insurance, the Board against any and all claims that may be made against the Board in connection with any new long-term insurance program, save and except errors that may arise in duties assumed by the Board pursuant to this Article. OSSTF undertakes to ensure that any long-term disability insurance contract it enters into with a carrier or carriers will include language that is substantially similar to the preceding sentence.

8.02.03

The Employer and OSSTF, District 14, agree to jointly participate in a Committee to study systems to deliver benefits.

The Committee shall be composed of:

- two (2) members appointed by the Bargaining Unit
- two (2) members appointed by the Employer

The Committee shall:

- meet as required but at least once a year or at the request of either party;
- review past and present experience relative to consultant services, premium costs, claims experience, policies, etc.;
- study and promote cost containment initiatives to be used by the membership;
- review administrative practices;
- oversee and manage the transition of the Long Term Disability Plan as set out in Clause 8.02.02; and
- formulate recommendations, if necessary, for the Board's consideration relative to administration of the benefit programs.

8.02.04

The Kawartha Pine Ridge District School Board Health Care Plan for District 14 OSSTF will contain all drugs and supplies listed in the Assure National Formulary® (NASA), or its equivalent, covered at 100% reimbursement through a pay-direct drug card. The Assure National Formulary® (NASA) is reviewed and updated four times each year using an independent panel of medical experts' recommendations on new drugs and new information on existing drugs.

Note: Fertility drugs are not a covered expense under the drug plan.

In the event that the Kawartha Pine Ridge District School Board Health Care Plan for District 14 OSSTF does not contain an acceptable substitute with equivalent therapeutic value, or should the insured individual insist that a prescription be filled when a drug is not a covered expense under the plan, the plan shall provide 70% reimbursement of said prescription drug at point-of-sale, providing said prescription drug was an eligible expense under the Assure Health Plan 84 or its equivalent.

The employee may then proceed at their option to have the full cost of said prescription drug paid by the plan utilizing the Drug Exception Process. Drugs may be reimbursed at 100% and added to the pay-direct drug card for future purchases (if applicable), providing said prescription drug must have been an eligible expense under the Assure Health Plan 84 or its equivalent and providing that at least one of the following conditions is met:

- There is no reasonable substitute for the drug prescribed.
- There is a life threatening or debilitating disease.

- There is a hazard to the person's health.

The employee will submit this information on the Drug Exception Request Application to the pharmacist at Assure for review and the matter shall be resolved within twenty (20) instructional days of the Teacher's initial written request. If the time line is not met, the Teacher shall be entitled to 100% reimbursement.

8.03 The Employer shall provide District 14 with a copy of a new policy within three (3) months of its effective starting date or as soon as they become available to the Employer.

8.04 **Employee Assistance Plan (EAP)**

Where the Employer and District agree to share the cost of an Employee Assistance Plan (EAP), the cost will be shared on a 50/50 basis. Any changes to the current EAP arrangement may only be done by the mutual consent of the Employer and the Teachers. The contribution of each District member will be to a maximum of \$20 annually, deducted at source.

8.05 **Continuation of Benefit Plans**

8.05.01 Subject to eligibility requirements as specified by the insurer, a teacher who takes early retirement as specified by 3.08.02 may retain membership in any of the Benefit Plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years.

8.05.02 Subject to eligibility requirements as specified by the insurers, a teacher who has exhausted his/her sick leave or is unable to perform his/her duties for reason of disability may retain the right to participate in any of the Benefit Plans to which he/she belongs until he/she attains the age of sixty-five (65) years.

8.05.03 To maintain participation and coverage under the Collective Agreement, the qualifying teacher must agree to participate in a pre-authorized debit plan to pay the full annual premiums. The teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the individual's account on the 15<sup>th</sup> of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for anyone should any two payments be denied for reason of insufficient funds. The Employer reserves the right to establish a separate group for individuals, as outlined in 8.05.01 and 8.05.02 above, with premiums determined on the basis of the participants in the group.

8.06 In the event that a teacher dies while under contract with the Employer,

the Employer will pay the premiums for the continuation of the applicable Employer sponsored benefits to the last day of the second month following the month in which the death occurs.

**ARTICLE 9**      **TRAINING COURSES, LECTURES AND CONFERENCES**

9.01                      When the Employer requires a teacher to be absent because of training courses, lectures or conferences given during school hours, salary and benefits will continue.

**ARTICLE 10**      **TRAVEL ALLOWANCE**

10.01                      When it is required by the Employer, the Director of Education, Superintendents or Principals that any teacher must travel to be present at a formal meeting, the mileage will be paid at the Employer's per kilometer rate in excess of twenty-four (24) kilometers per round trip.

This clause does not refer to teacher organized professional activities or Professional Development Days.

**ARTICLE 11**      **SICK LEAVE/RETIREMENT CREDIT INCENTIVE PLAN**

11.01                      A Sick Leave/Retirement Credit Incentive Plan shall be provided for:

11.01.01                      All full-time teachers.

11.01.02                      Part-time teachers who qualify under Clause 11.01.01 and Clause 11.02 but who for reasons acceptable to the Director of Education have taught continuously for this Employer for less than full time in the last few years.

11.02                      Any teacher who qualifies under Clause 11.01 and who retires during the life of this Agreement and submits proof that he/she has been superannuated from the profession is entitled to receive a credit incentive if he/she has a minimum of ten (10) continuous and consecutive years of employment with this Employer or its predecessors. Last full year of employment is defined in Clause 11.04.

11.03                      An eligible full-time teacher (Clause 11.01.01) shall receive a credit incentive (CI) as calculated according to the following schedule based on the total years of service in the profession for which the



teacher has been given credit in the salary records of this Employer.

$$10 \text{ years} \quad CI = 25\% \times S \times \frac{N}{200}$$

$$11 \text{ years} \quad CI = 27 \frac{1}{2}\% \times S \times \frac{N}{200}$$

$$12 \text{ years} \quad CI = 30\% \times S \times \frac{N}{200}$$

etc.

$$19 \text{ years} \quad CI = 47 \frac{1}{2}\% \times S \times \frac{N}{200}$$

$$20 \text{ or more years} \quad CI = 50\% \times S \times \frac{N}{200}$$

Where S= annual salary as calculated for the last full year of employment; AND  
 N= number of days accumulated for sick leave purposes to a maximum of 200.

11.04 In the case of the teacher who has been teaching less than full time in his/her last few years (Clause 11.01.02) the credit incentive shall be calculated on the earnings arrived at as follows:

The percentage of time worked times the salary of the individual for each year for as many years as it takes to make a full year of employment, e.g., if a teacher works 50% of full time for the last year and retires in Ju would be calculated as follows:

	<b>Salary</b>	<b>Total Salary</b>	<b>Salary for Calculation of Credit Incentive</b>
	2002-2003 - full-time	\$ 55,000	\$ 27,500
	2003-2004 - half-time	\$ 29,000	\$ 29,000
			<b>\$56,500</b>

Credit Incentive--insert the salary arrived at here in the formula provided above.

11.05 In any event the credit incentive shall not exceed one-half a year's earnings.

11.06 It is understood that any interruption of service due to leaves granted by the Employer does not adversely affect the consecutive nature of a

teacher's service.

- 11.06.01 Total years of service will include time absent for those teachers on Pregnancy/Parental/Infant Care Leave, or who continue to receive salary through the Employer.
- 11.07 An unpaid leave of absence granted by the Employer which results in a person not teaching for a recognized board shall not be considered as experience for credit in the plan, but neither shall it be considered a break in the employee's service.
- 11.08 Teachers who are discharged or who voluntarily leave the service of the Employer but do not retire from the profession, shall receive no remuneration for accumulated sick leave.
- 11.09 An application for credit incentive should be submitted in writing, to the Superintendent of Human Resources, no later than the end of March in the year in which the teacher wishes to retire.
- 11.10 The credit incentive for an eligible teacher who dies in service shall be paid to his/her estate.
- 11.11 Teachers on staff previous to January 1, 1969, shall receive the greater benefit of this plan, or the plan of the predecessor Employer.
- 11.12 A teacher who is eligible for a credit incentive shall have the following options regarding payment:
- 11.12.01 total amount in June of year retiring, or the following January;
- 11.12.02 ½ in June, ½ the following January;
- 11.12.03 1/4 in June, 3/4 the following January.

The teacher shall make the choice of method of payment upon application as in Clause 11.09.

## **ARTICLE 12**      **CUMULATIVE SICK LEAVE PLAN**

- 12.01 On the first day of the school year each full-time teacher who is actively employed shall be credited with twenty (20) days sick leave, the unused portion of which shall be accumulated to the teacher's sick leave account to a maximum of three hundred (300) days.
- 12.02 Teachers who commence employment during the school year shall be credited on the first day of employment, with a pro-rated number of sick

days. Sick leave days shall be prorated for part-time teachers who are actively employed by the Employer, in accordance with Clause 26.17.01.

- 12.03 Teachers shall continue to receive their full pay for absences chargeable to sick leave beyond twenty (20) days up to the amount of their accumulated sick leave credit.
- 12.04 A newly-hired teacher shall be entitled to transfer accumulated sick leave from a previous Board of Education to the teacher's cumulative sick leave account with the Employer. The number of days transferred shall not exceed two hundred (200) days.
- 12.05 A teacher who has been credited with sick leave by the Employer under the sick leave provisions of a predecessor Employer or another collective agreement with the Employer shall be entitled to have such accumulated sick leave credited to the teacher's current sick leave account.
- 12.06 On leaving the employ of the Employer, teachers shall receive a statement of their sick leave credits duly certified by the Employer.
- 12.07 A teacher absent through illness for any period may be requested to furnish a certificate to that effect from the attending physician but the Employer may at its discretion require a certificate from a physician of its own appointment and, in the event of a disagreement, require a third medical opinion; at no cost to the teacher.

### **ARTICLE 13**      **RELEASE OF FEDERATION OFFICERS**

- 13.01 In the event a member of District 14, OSSTF is elected or appointed to an office with the Provincial Executive of OSSTF, the Employer agrees to give that person an indefinite leave of absence without pay.
- It shall be the responsibility of the teacher to notify the Employer of his/her election or appointment to the Provincial Executive by the Monday following the March Break. Similarly, a teacher returning to teaching from the Provincial Executive must notify the Employer by the Monday following March Break.
- 13.02 Upon application by District 14, OSSTF special leave will be granted for up to the equivalent of three (3) full-time teachers. Such leave will be granted for District 14, OSSTF activities.
- 13.02.01 Such leave will be granted to not more than four (4) teachers

designated by District 14, OSSTF.

- 13.02.02 Each teacher on special leave shall receive regular salary and benefits and shall receive full credit for sick leave and experience for grid placement. OSSTF will reimburse the Board for the replacement teachers at the rate of the salary at Category III, Step 0 and for the full benefits premiums for the teacher being replaced.
- 13.02.03 Teachers returning from special leave shall notify the Employer by May 31.
- 13.03 Upon application by District 14, OSSTF, occasional release time to a maximum of sixty (60) days per school year shall be granted to teachers to carry out District 14, OSSTF activities at the local level.
- 13.03.01 District 14, OSSTF shall reimburse the Employer for occasional release time at a rate of two hundred dollars (\$200) per day.
- 13.03.02 No reimbursement is required from District 14, OSSTF when Federation representation is required by the Employer for meetings.

**ARTICLE 14**      **TEACHER SELF-FUNDED LEAVE PLAN (X/Y PLANS)**

- 14.01 The Teacher Self-Funded Leave Plan permits teachers to take a one (1) year, or one (1) semester self-funded leave, subject to Clause 14.03. During the y-year term (where “y” must be 3, 4 or 5) the teacher shall agree to be paid by the Employer at x/y (where “x” must be one, or one-half less than “y”) of the salary normally paid under the applicable Collective Agreement, subject to the conditions outlined below.

The amount of the Current Compensation Amount deferred by the teacher under the plan cannot exceed 33 1/3 % in any calendar year in accordance with the Income Tax Act.

The year or semester (one-half year) leave must be taken in the final year of the Plan.

- 14.02      **Application**

A written application shall be delivered to the Superintendent of Human Resources not later than January 31, in which is described the applicant’s proposal with respect to a plan of salary holdback and timing of the leave of absence.

14.03            **Approval or Denial**

The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or the reason for denial shall be delivered to the applicant not later than April 1, following the date of application.

14.04            **Definition**

Entry into the plan shall be effective only on September 1, and the duration of a leave of absence under this plan shall be between September 1, to August 31 next.

14.05            **Salary Holdback**

During the teaching years of the plan, the teacher shall be paid a percentage of the salary and allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement. The salary shall be placed in an individual trust account in the name of the teacher. Interest paid on the trust account shall be the prime rate less 2% as established from time to time by the Employer's chartered bank. Any interest must be paid to the individual in the taxation year in which it is earned. Such interest is treated as income for the purpose of the Income Tax Act and shall be paid by December 31 in each year. A statement of each teacher's account will be issued at the end of each school year.

14.06            **Payment**

14.06.01        During the "x" years of the "x/y" plan, the teacher shall receive "x/y" of his/her salary in each year as determined by the Collective Agreement in effect for that period.

14.06.02        During the said leave of absence, the sum accumulated in the trust on behalf of the teacher, shall be paid to the teacher in the same manner as would the teacher's salary, were the teacher not on leave of absence.

14.07            **Benefit Plans**

14.07.01        Throughout the years of the plan, teacher benefits shall be maintained as per the applicable Collective Agreement. Employee Benefit Plans shall be maintained as if the teacher were receiving 100% of salary but the Employer's share of normal contribution will be pro-rated in accordance with the salary paid.

- 14.07.02 The year of absence does not represent a break in service so far as sick leave/retirement credit incentive is concerned.
- 14.07.03 There shall be neither accumulation nor utilization of sick leave credits during the year of absence.
- 14.07.04 The Employer and Teacher shall comply with the regulations governing the Ontario Teachers' Pension Plan.

14.08 **Termination**

- 14.08.01 A participant may withdraw from the originally agreed upon plan up to and including the 28<sup>th</sup> day of February preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including any accrued interest shall be paid to the participant within sixty (60) days following delivery to the Superintendent of Human Resources of written notification of withdrawal.
- 14.08.02 A declaration of redundancy shall be deemed to be written notice of withdrawal, delivered to the Superintendent of Human Resources on the effective date of the redundancy.
- 14.08.03 In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death. In the case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the date of death.

14.09 **Contract**

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the plan.

**ARTICLE 15** **LEAVE OF ABSENCE WITHOUT LOSS OF PAY AND NOT CHARGEABLE TO SICK LEAVE**

15.01 **Bereavement Leave**

- 15.01.01 Leave of absence without loss of pay shall be granted to a maximum of three (3) working days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister, brother, father-in-law, mother-in-

law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

15.01.02 Leave of absence without loss of pay shall be granted to a teacher to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, or nephew.

15.01.03 At the discretion of the Superintendent of Human Resources, up to two (2) additional working days may be granted to meet exigencies of distance and special circumstances.

15.02 **Quarantine Leave**

Quarantine leave without loss of pay shall be granted to a teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

15.03 **Jury or Witness Leave**

Leave without loss of pay shall be granted to a teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Employer any fee, exclusive of travelling and living expenses, that the teacher receives as a juror or as a witness.

15.04 **Personal Leave**

Personal Leave without loss of pay may be granted to a maximum of three (3) working days per school year subject to the approval of the Principal or immediate supervisor.

15.05 **Recognized Religious Holidays**

Leave without loss of pay shall be granted on request to a maximum of two (2) working days per school year to observe recognized religious holidays.

15.06 Leave of absence without loss of pay may be granted to a Member who is attending the Bachelor of Education completion program in the Technological Education Internship Program at Queen's University where no other alternative exists. In the event that the teacher leaves the Board within two (2) years of completion of the program, the teacher shall reimburse the Board the cost of the occasional teacher, if any was incurred.

**ARTICLE 16**      **LEAVE OF ABSENCE - OTHERS**

- 16.01            Unpaid leave of absence of up to two (2) year's duration may be granted by the Superintendent of Human Resources, or designate.
- 16.02            Upon application, a teacher shall be granted an unpaid leave of absence if the following conditions are met:
- 16.02.01        The applicant has five (5) years service with this Employer;
- 16.02.02        the applicant has not had an unpaid leave of absence for five (5) years, excluding infant care leave;
- 16.02.03        the applicant received a satisfactory rating on his/her most recent performance evaluation;
- 16.02.04        where the Superintendent of Human Resources, after consultation with the principal, determines that granting the leave would not seriously disrupt the school program.
- 16.03            Application for a leave of absence under 16.01 and 16.02 must be through the Teacher's Principal to the Superintendent of Human Resources. Applications shall be submitted no later than February 28 for a leave which will start in September of that year or February of the next year. Applications submitted after February 28 may be approved at the discretion of the Superintendent of Human Resources.
- 16.03.01        Response shall be before the end of March or, in the case of late submissions, within a month.
- 16.04            It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the teacher may participate in any of the Group Benefits to which he/she belongs at the time of the leave provided that he/she pays the pro-rated annual premium. To maintain participation and coverage under the Collective Agreement, the teacher must agree to participate in a pre-authorized debit plan. The teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the teacher's account on the 15<sup>th</sup> of each month. The Employer reserves the right to discontinue the participation in the Benefits Plans for any teacher should any two payments be denied for reason of insufficient funds.
- 16.05            Each teacher granted an unpaid leave under the provisions of 16.01 and 16.02 shall enter into an individual contract with the Employer that:
- 16.05.01        represents a firm commitment to take the leave;



- 16.05.02 commits the teacher to return from leave on the agreed expiration date.
- 16.06 Teachers on an unpaid leave of absence are subject to being declared redundant as per the provisions of this Collective Agreement.
- 16.07 Upon the return of a teacher who, with the approval of the Employer, has been involved in an exchange program, or in any program where the individual is working in an educational capacity (e.g., C.I.D.A., D.N.D., etc.) the salary and sick leave credits of that teacher shall be as if the teacher had remained on staff and provided service for this Employer.

**ARTICLE 17**      **PREGNANCY AND PARENTAL LEAVE PLAN**

- 17.01 A teacher who has been in the employ of the Employer for at least thirteen (13) weeks and who will be absent to give birth shall, upon appropriate application, be granted an unpaid Pregnancy Leave of up to seventeen (17) weeks unless she chooses to resign or extend the Pregnancy Leave into a Parental Leave.
- 17.02 Arrangements for leaves shall be made with the Superintendent of Human Resources.
- 17.03 The teacher must make written application to the Superintendent of Human Resources for Pregnancy Leave, a minimum of two (2) weeks prior to the expected date of commencement of the leave. It is recognized that a premature birth may alter the time for commencing the leave.
- 17.04 Pregnancy leave is an unpaid leave of absence; therefore during the leave, no salary or allowances shall be paid. Upon return to work, the teacher shall be placed on the salary schedule in accordance with the qualifications and experience the teacher would have as if the teacher had worked throughout the Pregnancy Leave.

- 17.05 Notwithstanding 17.04, a teacher going on Pregnancy Leave may request sick leave if such teacher has sufficient accumulated sick leave to her credit and acceptable medical documentation supporting the absence. Sick benefits will not apply to non-pay periods (e.g. summer break, Christmas break, mid-winter break). It is understood that time on sick leave during the post-partum period counts as part of the seventeen (17) weeks of Pregnancy Leave.
- 17.06 If the teacher does not return to work at the expiration of the leave, the teacher shall be considered to have resigned unless the teacher or child is ill or the teacher has chosen to extend the Pregnancy Leave into a Parental Leave.
- 17.07 The Employer shall continue to pay its share of fringe benefits during the Pregnancy Leave and/or Parental Leave. To maintain participation and coverage under the Collective Agreement, the teacher must agree to participate in a pre-authorized debit plan for the teacher's share of fringe benefits. The teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the teacher's account on the 15<sup>th</sup> of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any teacher should any two payments be denied for reason of insufficient funds.
- 17.08 The Employer will supply the teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to the commencement of the leave. Such statement shall include all amounts owing to the teacher or due to the Employer and shall be provided one (1) month in advance of the leave.
- 17.09 Any teacher who is granted Pregnancy Leave shall receive all monies owing on the payday after the commencement of the leave.
- 17.10 A teacher on Pregnancy Leave and/or Parental Leave shall continue to accumulate credit for seniority purposes as if the teacher had not been absent.
- 17.11 The Employer shall provide for teachers on pregnancy leave and/or Parental Leave, a supplementary unemployment benefits plan providing for payment of 75% of salary for the two-week waiting period for EI benefits, provided that the two-week waiting period falls within the school year. This plan shall be approved by Human Resources Development Canada.
- 17.12 Parental Leave of thirty-five (35) weeks shall be provided to any teacher either following the birth of a baby or adoption of a child as

follows:

- 17.12.01 For a mother ending a Pregnancy Leave, on two weeks notice and immediately following the Pregnancy Leave.
- 17.12.02 For a father or for an adoptive mother or father, on two weeks notice and within 35 weeks of the birth or obtaining custody of the child.

**ARTICLE 18**      **INFANT CARE LEAVE**

- 18.01 A teacher who has been with the Employer for at least ten (10) teaching months and who will be absent to become a parent shall upon appropriate application, be granted an unpaid Infant Care Leave of absence, unless he/she chooses to resign.
- 18.02 Infant Care Leave shall commence immediately following the last day of Parental Leave.
  - 18.02.01 Arrangements for Infant Care Leave shall be made with the Superintendent of Human Resources or designate.
  - 18.02.02 Unless otherwise specified by the Superintendent of Human Resources, each leave granted under Article 18 shall not exceed two (2) years duration. In the case of a teacher extending a Pregnancy, Parental and/or Infant Care Leave, the Pregnancy and/or Parental Leave shall constitute part of the two (2) years. Where both parents are covered by this Collective Agreement, only one parent shall be eligible for Infant Care Leave.
  - 18.02.03 A teacher may give three (3) months notice (i.e., prior to the expected date of commencement of the leave), of the intent to ask for Infant Care Leave. Except for adoption, Infant Care Leave shall be applied for at the same time that application is made for Pregnancy and/or Parental Leave. For adoption, a minimum of two (2) weeks notice shall be given.
  - 18.02.04 The teacher on Infant Care Leave must contact the Superintendent of Human Resources in writing, two (2) months, exclusive of July and August, before the expiry date of the leave in order to discuss placement of the teacher on the teacher's return to the job.
- 18.03 If the teacher does not return to work at the expiration of the leave, the teacher shall be considered to have resigned unless the child or teacher is ill as certified by a medical practitioner.
- 18.04 The Employer, at the written request of the teacher, shall subtract from

the teacher's last cheque, the monies required to pay, during the term of leave, all benefits to which said teacher subscribes. It is understood that the cost of the benefits are at full cost to the teacher with no Employer participation.

18.05 The Employer will supply the teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to commencement of the leave. Such statement shall include all amounts owing to the teacher or due to the Employer and shall be provided one (1) month in advance of the leave.

18.06 Any teacher who is granted Infant Care Leave shall receive all monies owing on the next regular pay date after the last teaching day.

**ARTICLE 19**      **PATERNITY LEAVE**

19.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a father to attend the birth of his child.

**ARTICLE 20**      **ADOPTION LEAVE**

20.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a parent or parents, to receive a child through adoption.

**ARTICLE 21**      **CONCURRENT LEAVES**

21.01 A teacher on any of the leaves described in Articles 15 to 21, is not eligible for any concurrent leave.

**ARTICLE 22**      **RETURN FROM A LEAVE**

- 22.01            Upon return from a leave, a teacher shall be returned to the school in which the teacher was employed immediately prior to the commencement of the leave, subject to Article 30. Where the teacher held a position of responsibility, it shall be returned to the teacher provided that it still exists.
- 22.02            Unless otherwise stated, during the leave no salary shall be paid and no experience shall be accumulated for salary purposes.
- 22.03            Unless otherwise stated, upon return from a leave, a teacher shall be placed on the salary schedule in accordance with the qualifications and experience possessed at the time the leave began.

**ARTICLE 23**      **STAFFING FOR SECONDARY SCHOOLS**

**Generation of FTE Staff**

- 23.01            The FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, of 22 to 1 with a maximum teacher workload of 6.0 credit and 0.67 equivalent programs comprised of TAP, remedial time, supervision, on-calls and programs of special duties, in accordance with the *Education Act* and Regulations thereunder.
- 23.02            The number of FTE assigned to non-credit special education programs, including Special Education contained classes and Special Education Resource, shall be based on the available funding to the system. The number of FTE Guidance teachers and the number of FTE Teacher Librarians shall be within the Ministry of Education funding allocations for these areas. The number of FTE staff allocated to schools for credit courses, non-credit special education programs, for Guidance and Library shall be used in the area for which it has been deemed to be allocated.
- 23.03            Notwithstanding Clause 23.02, the Employer may hire additional teachers to perform duties in respect to secondary schools and secondary school programs based on the availability of ISA 4, third party funding, or other specifically targeted funding.
- 23.03.01        Notwithstanding Clauses 23.01, 23.02, and 23.03, the Employer may hire additional teachers to perform duties in respect to secondary schools and secondary school programs.
- 23.04            The number of TAP and/or remedial assignments generated in the

aggregate shall be the maximum number provided in the regulation.

## **Staffing Committees**

### **System Staffing Committee**

23.05 The System Staffing Committee shall be comprised of representation from the Board and District 14 OSSTF as follows:

- the President or designate of the Bargaining Unit;
- two (2) other representatives of District 14 OSSTF;
- three (3) representatives of administration

23.06 The System Staffing Committee shall be established each year and maintained from year to year to review the calculation of secondary staffing generated by Clauses 23.01 and 23.02, based on the projected enrolment, as determined by administration.

23.06.01 The System Staffing Committee will:

- issue to schools, on or before April 15, the projected number of FTE classroom and non-classroom teachers generated by the funding formula.
- receive and review School Plans for compliance on or before April 30. The School Plan will be presented by the Principal and an OSSTF member from the School Staffing Committee.
- convene a meeting on or before May 10 of the System Staffing Committee, all Principals, and Superintendents of Schools pursuant to clauses 30.04.02 to 30.05.
- receive and review School Timetables for compliance on or before June 15th. The Principal and an OSSTF representative from the School Staffing Committee will present the School Timetable to the System Staffing Committee.
- receive and review all Final School Plans and Teacher Timetables. Such School Plans must be submitted to the Superintendent responsible for Secondary Staffing by the end of the first week of July.
- review the program staffing required to meet the mandated 6.67 workload.

23.07 The System Staffing Committee will meet as required during the spring staffing process and at least twice during the following school year for the purpose of reviewing the changes in enrolment and any necessary revisions of allocations to schools.

### **School Staffing Committees**

23.08 **Establishment of School Staffing Committee**

The School Staffing Committee shall be established for each school by February 28 annually and maintained from year to year.

23.08.01 The School Staffing Committee shall be comprised of the following school personnel:

- two (2) school administrators
- two (2) OSSTF representatives selected by the School Branch President.

23.09 It is understood that the Principal is responsible for the school organization and assignment of staff.

23.10 **Information Required by the School Staffing Committee**

The School Staffing Committee shall:

- gather teacher preferences for teaching assignments (including half-credit courses) and may consider recommendations for timetable organization from teachers and those in leadership positions. Consideration should be given to teacher preference and the number of multi-grade and/or multi-level assignments.
- have access to information on the school's allocation of classroom and non-classroom teachers, student course requests, program requirements, staff qualifications and seniority, and surplus to the school declarations, as required to participate in the cooperative discussion on the proposed organization and staff assignment.
- respect the confidentiality of personal information.

23.11 **Development of the School Plan**

The School Staffing Committee shall work cooperatively to develop the School Plan based upon the allocated staff, the curriculum needs of the students and the school, and the general principles for staff assignment as delineated in Article 30.

23.11.01 The School Plan shall contain:

- section allocation by department/curriculum area
- average class size department/curriculum area,
- teacher assignment by department/curriculum area, and
- teacher assignment in non-classroom areas

23.11.02 The School Staffing Committee shall:

- prepare the School Plan for presentation to the System Staffing Committee by April 30.
- meet as required to review the development of the timetable and to review the completed timetable before presentation to the System Staffing Committee.
- meet before the end of June to review the Final School Plan to be submitted to the System Staffing Committee by the Principal, or designate, by the end of the first week of July.
- report to the entire school staff as appropriate.

23.12 The Final School Plan shall contain:

- section allocation by department/curriculum area,
- average class size per department/curriculum area,
- teacher assignment by department/curriculum area,
- teacher assignment in non-classroom areas,
- individual teacher PTC's , and
- teacher timetables

23.13 The School Staffing Committee shall meet throughout the year as required to review and monitor class sizes, changes in staffing and assignment, and supervisions and on-calls.

23.14 For tracking purposes, the School Staffing Committee through the Superintendent of Schools will report the September 30 PTC to the System Staffing Committee for review by October 15, for Semester I. This review process will be repeated by February 28 based on February 15 statistics for Semester II.

The application of this clause may result in re-timetabling, cancellation



of under enrolled classes, and/or other re-organizations as deemed appropriate.

23.15 **Centre for Individual Studies (CIS) - Adult and Alternative Education Centres.**

The following clauses are exceptions to other Clauses in the Collective Agreement and only apply to Centre for Individual Studies.

23.15.01 Effective September 1, 2000, the total number of teachers for the CIS system shall be determined by dividing the number of full-time equivalent students by 26.0. The number of full-time equivalent students shall be calculated based on Ministry of Education and Training definitions of day school FTE requirements (660 hours = 1 FTE) and Continuing Education requirements (970 hours = 1 FTE). Should this staffing divisor require adjustment in order to ensure that CIS is self supporting based on the available funding, such adjustment shall be made by the System Staffing Committee.

23.15.02 When enrolment projections have been completed for CIS, every attempt will be made to retain staff at the campus currently employed subject to program needs. After program requirements are met at each campus teachers with the least seniority who can not be accommodated in the CIS system will be declared surplus in accordance with Article 30.

Where enrolment shifts occur during the year, staff may be reassigned to other campuses to balance loads. Wherever possible, such reassignments will be to adjacent campuses and in no event farther than sixty (60) kilometers except by mutual consent between the teacher and principal.

23.15.03 **Working Conditions for CIS Teachers**

23.15.03.01 Each Centre may set up two (2) or three (3) shifts at the discretion of the principal or designate. A shift shall be seven (7) consecutive hours in length, commence no earlier than 8:00 a.m. and conclude no later than 6:00 p.m. unless another staff member is present in the vicinity of the teacher's classroom during the evening duty.

- 23.15.03.02 Teachers will be provided with forty (40) minutes for lunch per day in accordance with Clause 26.11. Preparation time will be taken at the teacher's discretion during the teacher's school day, outside the teacher's scheduled instructional time.
- 23.15.03.03 Where student numbers warrant, a site may open in the evening at the discretion of the principal or designate. Teachers will receive credit for hours worked in the evening to be taken at another time during the week.

Where needs of evening classes cannot be met in this manner, additional staff may be employed at the continuing education hourly rate as outlined in Clause 32.04.02.

23.15.04 **School Year**

If a summer school program is required to meet student needs a CIS teacher shall be given the option of working during July.

Where a teacher agrees to work voluntarily during July, such teacher shall be given lieu time for the equivalent number of days during the year at a mutual convenient time for the teacher and the administrator of the campus. During such lieu time if enrolment justifies, an occasional teacher will be used to replace the absent teacher. If CIS teachers are not available for summer duty, teachers may be hired at the continuing education hourly rate as outlined in Clause 32.04.02.

23.15.05 **Type of Teaching for CIS Teachers**

23.15.05.01 Teachers other than occasional teachers and continuing education teachers as defined above shall be paid on grid.

23.15.05.02 When enrolment on October 31 exceeds projections and requires additional staff, such teacher(s) shall be provided as soon as possible.

23.16 **Brookside Secondary School**

The following clauses are exceptions to other clauses of the Collective Agreement and only apply to Brookside Secondary School.

- 23.16.01        **Staffing**
- 23.16.01.01     The staffing of classroom programs shall be based on the assignment of one (1) classroom teacher for every six (6) students, not including teachers allocated for the extended school year or preparation time.
- 23.16.01.02     In addition to the number of teachers generated by Clause 23.01, teachers will be allocated based on two (2) teachers for every six (6) classroom teachers determined in Clause 23.16.01.01 for preparation time plus an additional two (2) teachers for the extended school year subject to the approval of the Ministry of Education.
- 23.16.02        **Class Size**
- 23.16.02.01     The maximum academic class size shall not exceed eight (8) pupils per teacher per period.
- 23.16.02.02     The maximum technical class size shall not exceed six (6) pupils per class per period.
- 23.16.02.03     The following are considered technical classes: small engines, woodworking, family studies, graphic arts, cooking, sewing, electricity, shop safety, visual arts, design and technology, and broad-based technology.
- 23.16.03        The assigned instructional time for a teacher shall not exceed 6.5 credit or credit equivalent courses plus 0.17 TAP or remedial. Assigned supervision time shall be no greater than that of a full-time teacher in the regular day school program. Unassigned time shall be available to the teacher for preparation and marking.
- 23.16.04        **Transfer**
- Teachers may participate in the transfer process indicated in Article 28.
- 23.16.05        **Consultation Regarding Divestment Agreement**
- The Superintendent of Schools will meet with two (2) representatives of District 14, OSSTF and the Principal of Brookside Secondary School to discuss the staffing and working conditions for Brookside Secondary School for the current school year and annually thereafter. Any recommendations resulting from this consultation will be implemented only if the Ministry of Education agrees to fund these changes in its approval of the divestment agreement.
- 23.16.06        **Safety and Security**

A Standing committee consisting of the Principal and the local Branch President shall review and prepare recommendations concerning the security and safety conditions. The committee shall meet on a regular basis, and bring forward their recommendations for further discussions with the Superintendent of Schools.

23.16.07 **Modified School Year**

23.16.07.01 Each teacher will be required to be available to work a minimum of three (3) weeks during July and August. A teacher may volunteer to work additional time. In return, the teacher will be entitled to lieu time equivalent to the time actually worked.

23.16.07.02 By January 31, teachers will submit dates they prefer to work during the July and August session. In establishing the work schedule, the Employer will take into consideration the work time preferences of the individual teacher, but given the needs of the program, reserve the right to specify the actual work periods required of each teacher. The work schedule will be finalized April 1.

23.16.08.01 The Superintendent of Brookside Youth Centre will provide the teachers reasonable access to Brookside Secondary School.

23.16.08.02 If a teacher currently employed by the Employer applies for a teaching position at Brookside Secondary School, and is found to be unsuitable by the Superintendent of Brookside Youth Centre, the Employer will inform the applicant of the reason(s) for the decision.

23.16.09 **Seniority - Brookside Secondary School**

Seniority shall consist of the sum of continuous seniority accumulated prior to April 1, 1988, while in the employ of the Provincial Schools Branch of the Ministry of Education at Brookside Youth Centre, plus continuous seniority accumulated between April 1, 1988 and December 31, 1997, in the employ of the Northumberland-Clarington Board of Education, plus seniority accumulated since January 1, 1998, in the employ of the Kawartha Pine Ridge District School Board.

23.17 The dates in this Article may be altered, as required in a particular year, with the mutual consent of the parties.

**ARTICLE 24** **SCHOOL LEADERSHIP POSITIONS**

24.01 School Leadership Positions will be determined pursuant to 24.02.

24.02 Definitions

24.02.01 School Planning Committee

Each school will have a School Leadership Planning Committee which will develop and recommend a School Leadership Plan to the Principal and Superintendent.

24.02.02 School Leadership Joint Steering Committee

The School Leadership Joint Steering Committee shall consist of four (4) members appointed by the Employer and four (4) members appointed by District 14, OSSTF. Meetings shall be held at the request of either party. The Committee shall provide assistance to the School Leadership Planning Committees for the continuing development of School Leadership Plans.

The Committee shall propose criteria and parameters to facilitate further change, recommend opportunities for professional growth to address the changing needs in secondary school leadership, and make every effort to resolve issues relating to the interpretation of school plans as provided for in 24.03.02.

24.03 Development of Plans, Approval and Redress

24.03.01 Each school shall establish a School Leadership Planning Committee which will develop a School Leadership Plan (The Plan) based on the parameters provided by the School Leadership Joint Steering Committee. The plan will be submitted to the Principal and Superintendent of Schools for review and approval. A copy of The Plan will also be forwarded to the School Leadership Joint Steering Committee for review.

24.03.02 If a concern arises regarding the interpretation or implementation of the School Plan, the matter may be submitted to the School Leadership Planning Committee and the Principal for review. If the concern remains unresolved, it may be referred to the School Leadership Joint Steering Committee for review and determination.

If the Joint Steering Committee is unable to reach agreement, the matter may be referred by either party (the Teachers or the Employer) to arbitration as specified under Clause 31.06, or the parties may agree to an alternative course of action.

24.04 **Funding of Responsibility Allowance and Supply Days**

24.04.01 Funding for school leadership positions will be consistent with Ministry of Education funding.

24.04.02 The money will be allocated to each school based on the percentage of teachers on staff at each school according to the projected FTE as of May 31 for the next school year.

24.04.03 Any funds available for Brookside Secondary School under this plan will be determined by ISA 4 regulations/guidelines as approved from year to year.

24.05 **Carry Over of Unused Funds**

There shall be no carry over of unused funds.

**ARTICLE 25** **ACTING ADMINISTRATIVE POSITIONS**

25.01 **Teacher In Charge**

A teacher may agree to substitute for an absent principal or vice-principal, as Teacher In Charge, on a temporary basis for a period not to exceed twenty (20) consecutive work days.

25.01.01 The Teacher In Charge shall be paid an allowance of \$50 per day.

25.01.02 The Teacher in Charge will continue to be subject to all terms and conditions of this Collective Agreement, including the payment of union and any bargaining unit dues.

25.01.03 The Teacher in Charge shall be entitled to resume regular teaching duties with forty-eight (48) hours written notice to the appropriate supervisor.

- 25.01.04 The appointment of a Teacher in Charge shall not result in any additional duties for other Bargaining Unit Members.
- 25.02 **Acting Administrator**
- When a vice-principal will be absent from the school for a period of more than twenty (20) consecutive work days and not to exceed one (1) school year, the Board may appoint a teacher as an Acting Administrator to act as an administrator in a vice-principal role.
- 25.02.01 A teacher shall have the right to refuse appointment as Acting Administrator.
- 25.02.02 The teacher appointed as an Acting Administrator shall be paid four percent (4%) increases on current salary and allowances for the acting period.
- 25.02.03 Service as an Acting Administrator shall be considered as continuous service within the bargaining unit. During the replacement period the Acting Administrator shall pay Union Dues in accordance with Clause 5.05.
- 25.02.04 The Teacher shall be entitled to return to regular teaching duties with two (2) weeks' written notice to the appropriate supervisor.
- 25.02.05 At the completion of the assignment, the Teacher shall be entitled to return to the school in which the teacher was employed immediately prior to the appointment. Where the teacher held a position of responsibility it will be returned to the teacher, provided that it still exists. Such right of return is subject to the provisions of Article 30 - Assignment of Staff to Schools.
- 25.02.06 The teaching position resulting from the appointment of an Acting Administrator shall be filled by a teacher or an Occasional Teacher in accordance with the *Education Act and Regulations* and the provisions of this Collective Agreement.
- 25.03 No Teacher serving as a Teacher In Charge or an Acting Administrator shall perform duties which involve the evaluation or discipline of another OSSTF Member.

## **ARTICLE 26 WORKING CONDITIONS**

- 26.01 Full-time classroom teachers, including Special Education teachers who deliver credits, shall be assigned timetabled duties consisting of credit courses, credit equivalent courses, TAP, worked on-calls, supervision, remedial time and programs of special duties to reach a maximum of 6.67 eligible program workload as defined in the Regulations made under the Education Act. As part of the 6.67 eligible program workload full-time classroom teachers shall be assigned 0.67 equivalent programs comprised of TAP. remedial time. supervisions.

on-calls and programs of special duties. The assignment of such duties (with the exception of programs of special duties) shall not exceed 0.42 of the aggregate system workload assignments.

26.02 In a semestered school, no classroom teacher shall be assigned more than three (3) credit and/or credit-equivalent courses per semester.

26.03 The number of TAP assignments generated in the aggregate shall be the maximum number provided in the Regulation.

26.04 Within the 0.67 eligible programs, a full-time classroom teacher shall be assigned and work no more than the equivalent of thirty (30) half periods of on-calls and no more than the equivalent of two (2) half-periods per week. On-call assignments shall be distributed as equitably as possible among classroom teachers. Where more than one (1) teacher is available for an on-call in a period, such on-calls shall be equitably assigned to all such teachers who are available in that period. The supervision schedule shall be shared with the School Staffing Committee.

Notwithstanding the above, a teacher may be assigned up to five (5) additional half-periods of on-calls if required. These additional half-periods will be credited towards the total number of supervisions and/or remedial assignments required. Where more than one (1) teacher is available, the assignment of the thirty (30) half-periods will be used prior to the five (5) additional half-periods.

26.05 Supervision duties may be blocked in units in consultation with the School Staffing Committee and with the consent of the teacher(s) involved.

26.06 Records of on-calls and supervision assignments will be kept at each site by the principal and/or vice-principal and will be made available to the School Staffing Committee on a monthly basis.

26.07 No classroom teacher shall be assigned other duties in addition to those set out in 26.01 through 26.05 above. Unassigned time shall be available to the teacher for preparation and marking.

26.08 **Non-Classroom Workload**

Notwithstanding clauses 26.01 through 26.07, full-time library, guidance, co-operative education teachers and special education teachers who do not deliver credits, or are deemed to not deliver credits, or teachers of other specialized four credit package programs (subject to review by the System Staffing Committee) may be assigned to their areas for the full school day with a twenty (20) minute break in the morning and a twenty (20) minute break in the afternoon and a lunch break of a minimum of forty (40) consecutive minutes, free from assigned duties. Teachers assigned in this manner shall be free of



other assigned duties.

- 26.09 A teacher with a mixed schedule of classroom and non-classroom teaching workload may be assigned to a maximum teacher workload proportional to the fraction of their classroom and non-classroom assignments.
- 26.10 The duties of part-time teachers shall be pro-rated to the duties of a full-time teacher in accordance with clauses 26.17.01 to 26.20.
- 26.11 Each teacher shall have a daily scheduled interval between classes for a lunch break that is not less than forty (40) consecutive minutes free from assigned duties.
- 26.12 No instructional period shall exceed seventy-five (75) minutes in length.
- 26.13 All classes will normally be scheduled within the regularly scheduled day. Any exceptions must be in the School Plan and reviewed by the System Staffing Committee prior to April 30 as outlined in Clause 23.06.01.
- 26.14 The length of the school year shall be the minimum required under the *Education Act*.
- 26.15 Teachers will not be required to perform their assigned duties at any time which falls outside the designated school year in clause 26.14. Teachers who agree, by mutual consent, to work outside the designated school year, for example guidance duties, shall receive compensating days off equal to the number of days worked. Such days are to be scheduled during the course of the school year with the agreement of the principal. The replacement of these teachers (if required) during the school year will be covered by occasional teachers.
- 26.16 One (1) Professional Activity Day may be designated for each year as a District 14, OSSTF Professional Development Day.

26.17 **Class Size Guidelines**

The employer and District 14, OSSTF agree that the following maximum class sizes are desirable to promote a positive learning environment:

Academic/University/College-University

Applied/College/Open	26
Essential/K-Level (Host Program)	15
Family Studies/Technical (Limited Facility)	20
(Limited Facility refers to program delivery in a specialized classroom which requires specialized equipment on a regular basis. Safety of students sets the maximum at 20)	
Workplace	22

Multi-level classes should not exceed the desirable maximum of the lowest applicable class size level. Multi-grade classes should not exceed 90% of the desirable maximum applicable.

In order to balance workloads, a teacher's overall pupil contacts shall not exceed the sum total of all individual maximum class sizes.

The desirable maximum for Cooperative Education teachers shall be based on 96 credits per semester.

The application of this clause shall not require the hiring of additional staff. However, it may result in re-timetabling, cancellation of under enrolled classes, and/or other re-organizations as deemed appropriate.

26.17.01

**Part Time Classroom Teachers**

For a part-time classroom teacher, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment of 6.0 classes. Such prorating shall be administered in accordance with the following chart:

Total required shall be the minimum required to meet the workload regulations under the Education Act.

Assignment (classes)	FTE Status	Sick Leave (Days)	TAP (½ period equivalent)	Maximum On-Calls (½ period)	Minimum Periods of Remedial/ Supervision/ Special Duties and Additional On-calls (½ period)	Required Total of TAP/On-Call/ Remedial/ Supervision/ Special Duties( Half Periods Per Year)
0.5	0.083	1.666	2.500	2.500	2.350	7.350
1	0.167	3.333	5.000	5.000	4.700	14.700
1.5	0.250	5.000	7.500	7.500	7.050	22.050

2	0.333	6.666	10.000	10.000	9.400	29.400
2.5	0.417	8.333	12.500	12.500	11.750	36.750
3	0.500	10.000	15.000	15.000	14.100	44.100
3.5	0.583	11.666	17.500	17.500	16.450	51.450
4	0.667	13.333	20.000	20.000	18.800	58.800
4.5	0.750	15.000	22.500	22.500	21.150	66.150
5	0.833	16.666	25.000	25.000	23.500	73.500
5.5	0.917	18.333	27.500	27.500	25.850	80.850
6	1.000	20.000	30.000	30.000	28.200	88.200

Note: Part-time teachers who teach one semester only shall be paid only in that semester.

26.17.02

**Non-classroom, Classroom/Non-classroom Teachers**

For a full or part-time non-classroom teacher, or a teacher with a combination of classroom and non-classroom duties salary, sick leave credits, and any other entitlements that are not specified in other provisions of this agreement shall be pro-rated in the ratio that the teacher's assignment bears to a full-time assignment defined in 26.02 and 26.09. Such pro-rating of workload and of other applicable entitlements shall be administered in accordance with the following chart:

FTE	1	0.917	0.833	0.75	0.667	0.583	0.5	0.417	0.333	0.25	0.167	0.08
Classroom Periods Assigned												
0	760	697	633	570	507	443	380	317	253	190	127	63
0.5	697	633	570	507	443	380	317	253	190	127	63	0
1	633	570	507	443	380	317	253	190	127	63	0	
1.5	570	507	443	380	317	253	190	127	63	0		
2	507	443	380	317	253	190	127	63	0			
2.5	443	380	317	253	190	127	63	0				
3	380	317	253	190	127	63	0					
3.5	317	253	190	127	63	0						
4	253	190	127	63	0							
4.5	190	127	63	0								
5	127	63	0									
5.5	63	0										
6	0											

Full periods of non-classroom assignment shown. Breaks are included in the calculations.

26.18

Every effort will be made to ensure that a part-time teacher, assigned in two (2) periods in one (1) semester, is assigned those two (2) periods either in the morning or in the afternoon, but not in both unless agreeable to the teacher.

26.19

To the extent possible, part-time teachers shall have their on-calls,

supervisions and/or remedial time blocked in the period of time closest to the start of the teaching assignment or end of the teaching assignment.

26.20

Part-time teachers who work throughout the school year shall be paid an annual salary based on the teacher's annual entitlement for that school year prorated in relation to the assignment of a full-time teacher in accordance with clauses 26.17.01 and 26.17.02.

26.21 **Itinerant Teachers**

26.21.01 An itinerant teacher is a teacher who is assigned duties by the Employer in more than one school in a day. A part-time teacher who is assigned duties by the Employer in one school and successfully secures work in another school is not considered as an itinerant teacher.

26.21.02 An itinerant teacher shall have one school designated as his/her school of record.

26.21.03 An itinerant teacher shall be guaranteed reasonable travel time, exclusive of lunch and normal preparation time, for travel between assigned schools.

26.21.04 An itinerant teacher shall be paid the Employer's per kilometer rate for travelling between assigned schools.

**ARTICLE 27** **PROBATIONARY PERIOD**

27.01 A newly hired teacher shall have a probationary period of one (1) year worked.

**ARTICLE 28** **TRANSFERS**

28.01 A transfer shall mean the relocation of a teacher from the place in which the teacher presently works to another place of work. A teacher may request a voluntary transfer for the following school year through the Superintendent of Human Resources before February 28. The Employer shall make reasonable efforts to accommodate requests for transfer.

28.02 A teacher shall not be subject to an involuntary transfer other than in accordance with Clause 28.03.

28.03 When a teacher must be transferred from one position to another within the district, the teacher to be transferred shall be identified by mutual agreement of the teacher, principal and superintendent. Failing such agreement, the teacher to be transferred shall be identified by the Director of Education or designate. Any teacher so transferred who feels unfairly treated by this transfer may grieve this matter. The Employer will endeavour to ensure that a teacher so transferred shall not be forced to transfer again for a period of two (2) school years unless by mutual consent.

In effecting administrative transfers, unless otherwise agreed between the teacher and the Superintendent of Human Resources, no transfer shall be made that exceeds a distance of fifty (50) kilometres from the current work location.

**ARTICLE 29**      **ACCESS TO FULL-TIME AND PART-TIME POSITIONS**

29.01            A full-time teacher who requests a part-time teaching assignment for the following school year shall notify the Superintendent of Human Resources in writing before February 28. Applications received after this date may be considered at the discretion of the Superintendent of Human Resources.

29.02            Any part-time teacher who changed from a full-time to a part-time assignment with this Employer, or its predecessors, and who wishes to return to a full-time position may exercise this option subject to Article 30, provided that he/she notifies the Superintendent of Human Resources in writing by February 28 or within forty-eight (48) hours of having been informed in writing by the Principal of a reduction in the amount of teaching time.

29.03            A part-time teacher who has completed the probationary period and who requests a full-time teaching assignment for the following school year shall notify the Superintendent of Human Resources in writing before February 28. He/she shall be offered a vacant full-time position for which he/she is qualified prior to a teacher being newly hired by the Employer.

**ARTICLE 30**      **ASSIGNMENT OF STAFF TO SCHOOLS**

30.01            **General**

It is the purpose of this Article to establish the process by which staff will be assigned within each school; to be identified as surplus to the needs of an individual school; transferred or reassigned to other schools; or released and placed on recall if necessary due to redundancy.

30.01.01 For the purposes of this Article, “qualifications” shall be deemed to include evidence of successful teaching in other subject areas, obtained within the last five (5) years in accordance with the provisions of Regulation 298. Teachers shall be required to provide acceptable written confirmation of the subjects and courses successfully taught from a current or former principal or vice-principal.

Consideration shall also be given to assignment to a subject area by mutual consent in accordance with Regulation 298.

30.01.02 The dates in this Article may be altered, as required in a particular year, with the mutual consent of the parties.

30.02 **Seniority and Seniority Lists**

30.02.01 Seniority shall be defined as the length of continuous service as an OSSTF member from the first day worked after last being hired by the Kawartha Pine Ridge District School Board or its predecessors.

30.02.02 Seniority shall continue to accumulate and shall not be considered an interruption of continuous service for any teacher who is on approved absence: including, but not limited to, Sick Leave, Teacher Self-Funded Leave, Educational Leave, Unpaid Leave, Federation Leave, Compassionate Leave, Pregnancy or Parental Leaves, Infant Care Leave, Long Term Disability and layoff with recall rights.

30.02.03 Seniority lists will be established for teachers employed by the Employer. These lists will record the school, teacher, date of hire and the percentage of time worked. In addition, the list shall include the qualifications for a minimum of the 150 least senior teachers.

30.02.04 Such seniority lists will be made available by February 15, to the President of District 14, OSSTF, and Principals for posting in the schools. Teachers will have up to fourteen (14) days to submit corrections to the Superintendent of Human Resources or designate.

30.02.05 A separate seniority list shall be established for summer school teachers teaching credit courses, or non-streamed equivalent credits, for service commencing July 1, 1999. A separate seniority list shall be established for night school teachers teaching credit courses or non-streamed equivalent credits, for service commencing September 1, 1999. A copy of these seniority lists will be made available to District 14, OSSTF by November 30 each year.

30.02.06 Should a tie in rank ordering occur based on the first day of work the following criteria shall be used to break the tie:

30.02.06.01 total years of secondary experience with the Employer and its predecessor Boards; THEN

30.02.06.02 total years of teaching experience with the Employer and its predecessor Boards; THEN

30.02.06.03 by lot conducted by a Superintendent and the President of District 14, OSSTF.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

30.03 **Determination of the Staff Assignment for the School**

30.03.01 When enrolments and the number of staff have been established for the system, on or before April 1, the Director of Education or designate shall determine the total number of teachers for each school as determined by the Superintendent responsible for secondary staffing, and the change in the number of teachers from the previous year. The Director of Education or designate shall inform the Principals and the President of District 14, OSSTF.

30.03.02 The Director of Education or designate shall inform the Principals and the President of District 14, OSSTF, before April 1 of the number of teachers possibly redundant to the system needs. The Director of Education or designate shall identify the possibly redundant teachers for the system from those with the least seniority in the system and inform the Principals and the President of District 14, OSSTF.

30.03.03 **Principles of Assignment of School Staff**

In the assignment of staff at the school the following principles shall direct the planning:

- staff assignment shall be in accordance with the qualification requirements;
- all teachers currently on staff on March 1 and those confirmed by the Director of Education or designate as returning to teaching duties at the school shall be considered;
- using as a guideline the historic change in enrolment between the first and second semesters;
- staff shall have an opportunity to indicate preferred assignments;
- where qualifications are appropriate, seniority shall be the predominant factor in determining if there are excess staff for the needs of the school (i.e. teacher with least seniority shall be declared surplus). Where it is deemed that the curriculum needs of the school require the retention of a member with less seniority than a member declared surplus, the principal shall provide an explanation to the member to be declared surplus prior to the declaration of surplus;



- the voluntary surplus declaration of a teacher in order to prevent the surplus declaration of another staff member, may be granted with the agreement of the principal and the System Staffing Committee;
- part-time teachers may increase the amount of teaching time in accordance with the provisions of this Collective Agreement;
- the provisions of this Collective Agreement.

#### 30.04 **Approval of Proposed School Organization and Staff Assignment**

30.04.01 On or before April 30, each Principal and/or designate(s) and an OSSTF member of the School Staffing Committee shall present the proposed School Plan, as described in Clause 23.11, to the System Staffing Committee.

30.04.02 From the review in Clause 30.04.01 and on or before May 10 the Director of Education or designate shall convene a meeting of the System Staffing Committee, all Principals, and Superintendents of Schools, to:

30.04.02.01 establish a list of potential surplus to each school;

30.04.02.02 establish a list of potential staff needs to each school;

30.04.02.03 review potential assignment of staff requesting transfer;

30.04.02.04 establish a possible assignment of staff surplus to schools in available positions in the system according to seniority;

30.04.02.05 revise the School Plan and/or proposed staff assignments at schools to accommodate the optimum placement of staff;

30.04.02.06 determine if any staff, identified as potentially surplus, are essential to the operation of a school program and must be retained due to specialized requirements for a position which no other staff can fulfil.

30.04.03 By May 10 each Principal in cooperation with the School Staffing Committee will present the approved School Plan and proposed staff assignment to staff.

30.04.04 All staff identified as surplus to school needs or who will have a change in percentage of assigned contract time shall be informed in writing by the Principal immediately following the presentation of information in Clause 30.04.03.

#### 30.05 **Placement of Staff Surplus to Individual Schools**

30.05.01 On or before May 10 the Director of Education or designate shall convene a meeting of the System Staffing Committee, all Principals, and Superintendents of Schools to:

30.05.01.01 determine the placement of staff surplus to individual school needs;

30.05.01.02 confirm voluntary transfers of staff that can be accommodated;

30.05.01.03 initiate Administrative transfers;

30.05.01.04 confirm which, if any teachers are possibly redundant.

30.05.02 In the placement of staff surplus to individual schools the following principles shall be used:

30.05.02.01 qualifications for assignment;

30.05.02.02 where qualifications are appropriate, seniority shall be the predominant factor;

30.05.02.03 staff shall have an appropriate length of time (up to forty-eight (48) hours) after being offered a position to make a decision

30.05.03 All positions remaining vacant after Clause 30.05.02 shall be advertised within the system. External advertising shall begin only after no successful internal applicant was appointed except in instances of simultaneous advertising with the approval of the President, District 14, OSSTF.

30.05.04 When a teacher has been declared surplus to the requirements of a particular school and has accepted a transfer to another school, he/she shall have first claim to any vacancy that occurs in his/her original school and for which he/she is qualified, up to June 1 of that year.

In addition, he/she shall have the right to return to his/her last school for the year following the year of transfer should a vacancy be available for which the teacher is qualified and provided that the teacher has requested a transfer under Article 28, clause 28.01.

30.05.05 In the filling of all vacant positions subsequent to April 30, possibly redundant and redundant teachers on the recall list must be offered, in order of seniority, any position for which they are qualified, or agree to begin such requalification prior to September of that school year.

30.05.06 Teachers who cannot be placed in teaching positions under the provisions of Clause 30.05.05 shall be declared redundant and notified in writing by May 31.

30.05.07 All redundant teachers shall have their names placed on a recall list and continue to be considered under Clause 30.05.05 until:

- the teacher accepts a teaching position: OR
- the teacher refuses a third (3<sup>rd</sup>) position for which he/she is qualified; OR
- the teacher is not available to start within three (3) weeks of notice of recall; OR
- a period of three (3) school years, whichever comes first.

Teachers who are eligible for recall shall file with the Employer their most recent address and telephone number. The Employer shall offer the recall by telephone and shall confirm the offer of recall by letter, courier or registered mail to the teacher's last known address.

30.05.08 Any teacher who is declared redundant shall receive a letter from the Superintendent of Human Resources stating that the teacher is a competent teacher who has been declared redundant.

30.05.09 Teachers recalled according to the provision of Clause 30.05.07, shall retain all rights and entitlements held at the time when they were declared redundant.

30.05.10 **Group Benefit Plans**

Subject to eligibility requirements, a teacher whose name is on the recall list may participate in any of the Benefit Plans to which he/she belongs at the time that his/her name is placed on the recall list, provided that he/she pays the full premium in accordance with the pre-authorized debit plan as outlined in 16.04.

30.06 **Retraining**

In the event the teacher elects to accept retraining for purposes of meeting the qualifications for an alternative teaching position with the Employer which shall be vacant on September 1 of the year in which the teacher is declared surplus, such teacher shall be assisted by a grant of \$500. The teacher shall elect to accept retraining by giving the Director of Education or designate notice in writing of his/her intention at any time after receiving a letter indicating he/she is surplus and prior to May 31 of that year agreeing to a course in retraining.

30.07 **Vacancies**

30.07.01 Where a known vacancy for a position occurs, the Employer shall post the vacancy at every work location where teachers in District 14, OSSTF are employed. A vacancy shall be posted for at least three (3) instructional days before the deadline for application for position. Notwithstanding the foregoing, any initial vacancy that occurs during July and August shall be posted in the Board Office, the Federation Office, and on the internal email system for a period of five (5) calendar days.

30.07.01.01 Notwithstanding 30.07.01, the Employer may post a known vacancy that results from 30.07.01.02, a summer posting, or a vacancy that becomes available after the fifth instructional day in February.

30.07.01.02 Any known regular position available between the 5<sup>th</sup> instructional day in September and 31 January, which is filled by an internal applicant, will be filled at the time of posting but may have an effective start the first day of semester two.

30.07.02 A copy of each job posting shall be sent concurrently to the President of District 14, OSSTF and work locations.

**ARTICLE 31**      **GRIEVANCE PROCEDURE**

31.01              **Definitions**

- a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) A "party" shall be defined as:
  - i) District 14, OSSTF;
  - ii) The Employer
- c) "days" shall mean regular work days unless otherwise indicated.

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

31.03              **Procedure**

**Informal Stage:**

Any dispute to be recognized as a grievance must first be discussed by the Teacher with the Principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, District 14, OSSTF may file a formal grievance at Step One, within ten (10) days of the informal stage.

**Step One:**

District 14, OSSTF may initiate a written grievance with the Superintendent of Human Resources, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of District 14, OSSTF.

**Step Two:**

If no settlement is reached at Step One, District 14, OSSTF, may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the OSSTF's Grievance Committee within ten (10) days of receipt of the written request of District 14, OSSTF to discuss and endeavour to solve the problem.

The Employer's Grievance Committee shall answer the grievance in writing within ten (10) days of the meeting.

31.04 If the reply of the Employer's Grievance Committee is unacceptable to District 14, OSSTF, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

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

31.05 **Policy and Group Grievance**

District 14, OSSTF has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Employer has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the

party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that an Employer grievance shall be filed with the President of District 14, OSSTF and at Step Two, the Employer's Grievance Committee shall present its grievance to District 14, OSSTF's Grievance Committee.

31.06

**Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Appointee or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not majority, the decision of the Chair governs.

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

The single Arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

31.07

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

31.08

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

31.09

Should the processing or investigation of a grievance require that a grievor or District 14, OSSTF representative be released from regular

duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Superintendent of Human Resources or designate.

31.10 **Cost of Arbitration**

The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Other costs incurred by each party shall be the responsibility of that party.

31.11 **Grievance Mediation**

At any stage in the grievance procedure, the Parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The timelines outlined in this Article shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

The fees for the mediator shall be shared equally by the Parties.

**ARTICLE 32** **CONTINUING EDUCATION TEACHERS**

32.01 It is the desire of both parties to specify within this Article the entitlement to salary, allowances and other mutually agreed items for "Continuing Education Teachers", as that term is defined by the Education Act as amended, while employed by the Employer to teach one or more secondary school credits or non-streamed equivalent credits, excluding credits taught in Section 20 or CIS programs.



No other provisions of the Collective Agreement between the parties shall apply to continuing education teachers unless specifically referred to below:

- Article 2 - Recognition
- Article 3 - Rights and Responsibilities
- Article 4 - Duration & Renewal
- Article 31 - Grievance Procedure
- Clause 5.05 - Union Dues

32.02 **Pregnancy/Parental/Adoption Leave**

Pregnancy/Parental/Adoption Leave without pay for continuing education teachers shall be in accordance with the terms of the Employment Standards Act.

32.03 **Bereavement/Illness**

A continuing education teacher shall be entitled to leave of absence with pay for a maximum of two (2) days in each contract term for:

- a) bereavement of a close relative or friend; or
- b) illness; or
- c) for any other leave that is approved by the Director of Education, or designate.

Such days shall not accumulate beyond the end of the contract term. Replacement teachers shall be provided and paid for by the Employer.

32.04 **Compensation**

32.04.01 **Correspondence Courses**

**Effective April 1, 2001:**

<b>Per Lesson Rate</b>	
Basic Level & Grade 9/10	\$9.55
Grade 11/12 and OAC	\$11.96

The lesson rate will be paid for marking exams.

32.04.02 **Summer School and Night School**

**Effective April 1, 2001 the hourly rate shall be \$32.48**

32.04.03 The above rates are deemed to include Vacation and Statutory Holiday Pay.

32.05 **Right of Return/Recall**

When hiring teachers to teach credit courses or non-streamed equivalent credit courses in the Night School and Summer School programs, the Employer shall give priority to teachers in the following sequence:

- a) Teachers whose names appear on the recall list, THEN
- b) Part-time teachers, THEN
- c) Any teachers from the preceding program who are currently members of District 14, OSSTF, THEN
- d) teachers currently employed by the Employer.

**LETTER OF UNDERSTANDING**

**between**

**Kawartha Pine Ridge District School Board**

**and**

**Ontario Secondary School Teachers' Federation**

**representing**

**District 14 Kawartha Pine Ridge**

**Brookside Secondary School**

The parties agree to meet and discuss possible amendments to the staffing and class size provisions set out in Clauses 23.16.01.01 and 23.16.01.02 of the Collective Agreement, should the Ministry of Correctional Services not agree to fund the existing staffing and class size ratios at Brookside Secondary School.

Any proposed amendments to the Collective Agreement shall be subject to ratification by the parties.

Dated at Peterborough, Ontario this 27th day of November 2003.  
(Originally dated 15<sup>th</sup> day of January 2001)

Kawartha Pine Ridge District School  
Board

Ontario Secondary School Teachers'  
Federation - District 14

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**LETTER OF UNDERSTANDING**

**between**

**Kawartha Pine Ridge District School Board**

**and**

**Ontario Secondary School Teachers' Federation**

**representing**

**District 14, Kawartha Pine Ridge**

**Staff Placement Due to School Closure**

The parties shall establish a Joint Committee composed of three (3) representatives of each party to develop a procedure for Staff Placement Due to School Closure.

The Committee shall continue previous discussions on the issue and complete deliberations by March 31, 2001.

The recommended procedure shall be incorporated into the Collective Agreement subject to ratification by the parties.

Dated at Peterborough, Ontario this 27th day of November 2003.  
(Originally dated 15<sup>th</sup> day of January 2001)

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation - District 14
_____	_____
_____	_____

**LETTER OF UNDERSTANDING**

**between**

**Kawartha Pine Ridge District School Board**

**and**

**Ontario Secondary School Teachers' Federation**

**representing**

**District 14, Kawartha Pine Ridge**

**Early Leave Plan**

The Employer agrees to continue to provide benefits to those OSSTF members who retired under the Early Leave Plan as it appeared in the 1996-1997 Collective Agreement in the former Northumberland-Clarington Board of Education. The reference to Extended Health Care and Dental Care refers to the Plans in effect between the Kawartha Pine Ridge District School Board and District 14, OSSTF. It is understood that these plans may be amended from time to time by the Parties.

Dated at Peterborough, Ontario this 27th day of November 2003.

(Originally dated 15<sup>th</sup> day of January 2001)

Kawartha Pine Ridge District School  
Board

Ontario Secondary School Teachers'  
Federation - District 14

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**LETTER OF UNDERSTANDING**

**between**

**Kawartha Pine Ridge District School Board**

**and**

**Ontario Secondary School Teachers' Federation**

**representing**

**District 14, Kawartha Pine Ridge**

**Access to Sick Leave Credits During Postpartum Period**

The Board and OSSTF agree to the following protocols with respect to access to sick leave credits during the postpartum period:

- Employees wishing to access sick leave credits postpartum will contact the Human Resources Department, in writing.
- The Human Resources Department will respond outlining the required documentation. Acceptable documentation will consist of medical information confirming the date of delivery and supporting the postpartum period of recovery.
- Approval will be subject to the employee having sufficient accumulated sick leave credits and subject to receipt of acceptable documentation as outlined in (2) above. It is understood that postpartum sick leave benefits will not apply during non pay periods, e.g., summer break, Christmas break, mid-winter break and other approved unpaid leaves.
- If the employee waives the two (2) week Employment Insurance waiting period, the SUB benefit will not apply.
- It is understood that time on sick leave in these circumstances counts as part of the seventeen (17) weeks of Pregnancy Leave.
- A Record of Employment will be provided to each worker who qualifies for postpartum sick leave benefits following the last pay date.

Dated at Peterborough, Ontario this 27th day of November 2003.

(Originally dated 15<sup>th</sup> day of January 2001)

Kawartha Pine Ridge District School  
Board

Ontario Secondary School Teachers'  
Federation - District 14

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**between**  
**Kawartha Pine Ridge District School Board and**  
**and**  
**The Ontario Secondary School Teachers' Federation**  
**representing**  
**District 14, Kawartha Pine Ridge**

**Extra-Curricular Activities**

Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary.

Dated at Peterborough, Ontario this 27th day of November 2003.  
(Originally dated 15<sup>th</sup> day of January 2001)

Kawartha Pine Ridge District School  
Board

Ontario Secondary School Teachers'  
Federation - District 14

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**LETTER OF UNDERSTANDING**

**between**

**KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD**

**and**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

**representing**

**DISTRICT 14, KAWARTHA PINE RIDGE**

**Performance Appraisal**

The Board will continue to consult with District 14, OSSTF, in the development of the Board's policies and procedures regarding teacher performance appraisals.

The Board will notify District 14, OSSTF when a teacher receives an unsatisfactory rating.

District 14, OSSTF has the right to file a grievance with respect to the performance appraisal report of a teacher which may lead to termination up to the last day of the school year in which the performance appraisal cycle is completed.

Dated at Peterborough, Ontario this 27th day of November 2003.  
(Originally dated 25<sup>th</sup> day of March 2003)

Kawartha Pine Ridge District School  
Board

Ontario Secondary School Teachers'  
Federation - District 14

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**COLLECTIVE AGREEMENT**

**This Collective Agreement is made this**

**27th day of November, 2003**

**between**

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

**representing**

**The Secondary Teachers of District 14,  
of the Ontario Secondary School Teachers' Federation  
Employed by the Board**

**and**

**KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD**

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**Chairperson of the Board**

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**Chief Negotiator**

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**Director of Education**

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**President, District 14, OSSTF**