

**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, 2004**

to

**August 31, 2008**

11214(04)

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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.

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

**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 Performance Appraisal**

3.03.01 Performance Appraisal applies to all members of the Bargaining Unit except Occasional Teachers and Continuing Education Teachers.

3.03.02 The Board will continue to consult with District 14, OSSTF, with respect to any amendments or changes to the Board's policies and procedures regarding teacher performance appraisals.

3.03.03 When a teacher receives a performance appraisal which was rated unsatisfactory, the Employer shall forward a copy of the report to the Bargaining Unit President provided that the teacher has authorized the Employer, in writing, to forward such report.

3.03.04 Teachers, including those in charge of organizational units, shall not participate in any assessment or evaluation aspect of the performance appraisal of another teacher.

3.03.05 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.

3.03.06 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 The teacher's personnel file shall be located in the Human Resources Department at the Education Centre.

3.05.02 A teacher or designate, upon written request and in the presence of a supervisory officer or designate, shall have access to that teacher's personnel file. The teacher and/or designate shall have the right to obtain copies of any material contained in such files.

3.05.03 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 personnel file.

3.05.04 Documents of a disciplinary nature contained in the teacher's personnel file shall be removed upon the request of the teacher after three (3) years, provided there are no further incidents of a disciplinary nature placed in the teacher's personnel 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 April 30 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 Employer's premises shall be made to the Superintendent of Human Resources or designate.

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

4.01 This Collective Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within 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 and extra degree(s).

5.01.01      **Effective September 1, 2004 - August 31, 2005**

Experience in Years	CAT I	CAT II	CAT III	CAT IV
0	36,096	37,480	40,531	41,917
1	38,439	39,997	43,454	45,155
2	40,782	42,520	46,375	48,393
3	43,126	45,039	49,298	51,632
4	45,470	47,558	52,221	54,870
5	47,816	50,077	55,142	58,109
6	50,155	52,597	58,067	61,344
7	52,500	55,115	60,989	64,582
8	54,844	57,636	63,911	67,821
9	57,187	60,152	66,832	71,058
10	59,530	62,673	69,757	74,296
11	61,865	65,188	72,673	77,529

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**Effective September 1, 2005 - August 31, 2006**

Experience in Years for Cat. I	CAT I	CAT II	CAT III	CAT IV	Experience in Years for Cat. II, III and IV
0	36,818				
1	39,207	40,797	44,323	46,059	0,1
2	41,597	43,370	47,303	49,361	2
3	43,988	45,940	50,284	52,665	3
4	46,379	48,509	53,265	55,967	4
5	48,772	51,078	56,245	59,272	5
6	51,159	53,649	59,228	62,571	6
7	53,550	56,217	62,209	65,874	7
8	55,941	58,789	65,189	69,177	8
9	58,331	61,356	68,169	72,479	9
10	60,721	63,926	71,152	75,782	10
11	63,102	66,492	74,126	79,080	11

**Effective September 1, 2006 - January 31, 2007**

Experience in Years	CAT I	CAT II	CAT III	CAT IV
0	37,554	41,613	45,210	46,980
1,2	42,429	44,238	48,249	50,348
3	44,868	46,859	51,289	53,718
4	47,307	49,479	54,331	57,087
5	49,747	52,100	57,370	60,457
6	52,182	54,722	60,412	63,822
7	54,621	57,341	63,453	67,191
8	57,060	59,965	66,493	70,561
9	59,498	62,583	69,532	73,929
10	61,935	65,205	72,575	77,297
11	64,364	67,822	75,609	80,661

**Effective February 1, 2007 - August 31, 2007**

Experience in Years	CAT I	CAT II	CAT III	CAT IV
0	37,930	42,029	45,662	47,449
1,2	42,854	44,680	48,731	50,851
3	45,317	47,327	51,802	54,256
4	47,780	49,974	54,874	57,657
5	50,245	52,621	57,944	61,062
6	52,704	55,269	61,017	64,460
7	55,168	57,915	64,087	67,863
8	57,631	60,564	67,158	71,266
9	60,093	63,208	70,228	74,668
10	62,555	65,857	73,301	78,070
11	65,008	68,500	76,365	81,468

**Effective September 1, 2007 - January 31, 2008**

<b>Experience in Years</b>	<b>CAT I</b>	<b>CAT II</b>	<b>CAT III</b>	<b>CAT IV</b>
<b>0</b>	38,612	42,786	46,484	48,304
<b>1</b>	43,625	45,484	49,609	51,767
<b>2,3</b>	46,132	48,179	52,735	55,232
<b>4</b>	48,640	50,873	55,862	58,695
<b>5</b>	51,149	53,568	58,987	62,161
<b>6</b>	53,652	56,264	62,115	65,621
<b>7</b>	56,161	58,957	65,241	69,085
<b>8</b>	58,668	61,654	68,367	72,549
<b>9</b>	61,174	64,346	71,492	76,012
<b>10</b>	63,681	67,042	74,620	79,476
<b>11</b>	66,178	69,733	77,740	82,934

**Effective February 1, 2008 - August 31, 2008**

<b>Experience in Years</b>	<b>CAT I</b>	<b>CAT II</b>	<b>CAT III</b>	<b>CAT IV</b>
<b>0</b>	39,153	43,385	47,134	48,980
<b>1</b>	44,236	46,121	50,303	52,491
<b>2,3</b>	46,778	48,854	53,473	56,005
<b>4</b>	49,321	51,585	56,644	59,517
<b>5</b>	51,865	54,318	59,812	63,031
<b>6</b>	54,403	57,052	62,984	66,539
<b>7</b>	56,947	59,783	66,154	70,052
<b>8</b>	59,489	62,518	69,324	73,565
<b>9</b>	62,031	65,247	72,493	77,077
<b>10</b>	64,572	67,981	75,665	80,588
<b>11</b>	67,105	70,709	78,828	84,095

The combined Experience in Years step on the grid shall continue to progress in like fashion through the grid in subsequent years until the current Step 11 becomes Step 10.

**5.02 Term Appointments**

5.02.01 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.

5.02.02

**Term i Allowances**

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

<b>Effective Date</b>	<b>Educational Services - Information and Media Curator</b>	<b>Instructional Leadership Consultant</b>
September 1, 2004	\$8,160	\$5,100
September 1, 2005	\$8,323	\$5,202
September 1, 2006	\$8,490	\$5,306
February 1, 2007	\$8,575	\$5,359
September 1, 2007	\$8,729	\$5,456
February 1, 2008	\$8,851	\$5,532

5.02.03

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

5.02.04

Where the teacher held a position of responsibility, it shall be returned to the teacher if the teacher returns to the school at the end of the first year of the term and provided that the position still exists.

5.03

**Allowances for Other Qualifications**

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

September 1, 2004	\$867
September 1, 2005	\$884
September 1, 2006	\$902
February 1, 2007	\$911
September 1, 2007	\$927
February 1, 2008	\$940

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.

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

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 26.14.01. 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 26.14.01.

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 26.14.01.

- 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 January 1, 2005. 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 6.08.
- 6.02      It shall be incumbent upon the teacher to provide documented proof in the form of a Certification 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 - 6.08.
- 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.

**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.

- 7.02.02 Teachers entering the secondary schools from the elementary schools, will have their elementary experience treated as secondary school experience for salary purposes only.
- 7.02.03 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.
- 7.02.04 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.
- 7.03 **Related Experience**
- 7.03.01 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.
- 7.03.02 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 7.03.03. 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.

7.03.03 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

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

7.03.05 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.

7.03.06 At the time of hiring, the Employer shall notify the teacher of the additional teaching experience recognition and related experience recognition available to teachers.

7.04 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.

7.05 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 Benefit 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 September 2005.

The Insured Benefit Plans include the following coverage:

- Semi-Private Hospital coverage (as described in the benefits booklet dated September 2005)
- 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 September 2005, 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 September 2005, 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; \$200 per insured individual per 24 month period. For family members under 18 years of age, the coverage will be \$200 for the amounts described above per 12 month period.
  - Effective September 1, 2005, Vision Care; \$250 per insured individual per 24 month period. For family members under eighteen (18) years of age, the coverage shall be \$250 per 12 month period.

- Effective September 1, 2006, Vision Care; \$275 per insured individual per 24 month period. For family members under eighteen (18) years of age, the coverage shall be \$275 per 12 month period.
- Effective September 1, 2007, Vision Care; \$300 per insured individual per 24 month period. For family members under eighteen (18) years of age, the coverage shall be \$300 per 12 month period.

It is understood that the above amounts shall include coverage for contact lenses, laser eye surgery, and eye examinations with a maximum of \$50 per exam.

- Life and AD&D Insurance as described in the benefits booklet dated September 2005; 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.)
- Effective September 1, 2005, massage therapy (when ordered by a physician and delivered by a licenced and registered massage therapist) shall be covered without restriction but subject to the overall \$200 maximum per participant per benefit year for all such services within Category 3 under Paramedical Services.

8.02.02 **Long Term Disability**

8.02.02.01 All employees currently enrolled in the long term disability plan shall remain enrolled in the OSSTF designated long term disability plan and all new employees shall be enrolled in the long term disability plan as of the first day of work.

8.02.02.02 The Employer agrees to collect and remit premiums for a long term disability plan for the bargaining unit employees.

One hundred percent (100%) of the premium costs of providing a long term disability plan shall be paid by the bargaining unit employees. 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.

8.02.02.03 OSSTF at all times retains the right to select any carrier(s) to underwrite the long term disability plan it considers to be in the best interest of its members and to determine the design of the new plan subject to 8.02.02.04 below. It is understood that the Employer shall not be responsible nor liable for OSSTF's decision to select, change or retain carrier(s).

- 8.02.02.04 The Long Term Disability Plan shall have:
- an uninterrupted waiting period of ninety (90) working days or less or the expiry of an employee's sick leave credits, at the employee's option, or as otherwise agreed, and
  - a minimum benefit of 55% of monthly earnings (non-taxable)

8.02.02.05 OSSTF agrees to indemnify, either directly, or via appropriate insurance, the Employer against any and all claims that may be made against the Employer in connection with any new long term disability insurance plan, save and except errors that may arise in duties assumed by the Employer 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 8.02.02.04.

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;
- formulate recommendations, if necessary, for the Board's consideration relative to administration of the benefit programs.

#### 8.02.04 **Prescription Drug Coverage**

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





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

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

11.01      Any teacher 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 sick leave/retirement credit incentive if he/she has a minimum of ten (10) continuous and consecutive years of employment with this Employer or its predecessors.

11.02      An eligible teacher, as defined in clause 11.01, shall receive a credit incentive (CI) as calculated according to the following schedule based on the total years of service with this Employer, or its predecessors:

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

$$11 \text{ years; } CI = 25\frac{1}{2}\% \times S \times \frac{N}{200}$$

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

etc.

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

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

Where      **S** = employee's full-time grid rate in effect as at the date of retirement; **AND**  
                 **N** = number of days accumulated for sick leave purposes to a maximum of 200.

11.03      In any event the credit incentive shall not exceed one-half of the employee's full-time grid rate in effect as at the date of retirement.

11.04      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.

11.05      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.

11.06 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.

11.07 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.

11.08 An application for credit incentive must be submitted in writing, to the Superintendent of Human Resources, four (4) months prior to the payout date as outlined in 11.11. If the application is received less than four (4) months prior to the payout dates outlined in 11.11, the Board reserves the right to pay the retirement incentive at the next payout.

11.09 The credit incentive for an eligible teacher who dies in service shall be paid to his/her estate.

11.10 Teachers on staff previous to January 1, 1969, shall receive the greater benefit of this plan, or the plan of the predecessor Employer.

11.11 A teacher who is eligible for a credit incentive and who has submitted their full documentation shall have the following options regarding payment

a) total amount in August of year retiring, or the following March; OR

b) 1/2 in August, 1/2 the following March; OR

c) 1/4 in August, 3/4 the following March.

The teacher shall make the choice of method of payment upon application as in Clause 11.08.

## **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 26.14.01.

- 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=Y-1" or "X=Y-1/2") 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 February 28, 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/semester 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 less a withdrawal fee of \$50, 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.

14.08.04 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, grandchild, step-parent, step-child, step-sibling, or

fiancé(e).

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 **Education**

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.

- 15.07                    **Family Medical Leave**                    EW
- 15.07.01                Family Medical Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.
- 15.07.02                Family Medical Leave of up to eight (8) weeks shall be provided to any teacher for the purpose of caring for or supporting a family member, as defined herein, who suffers from a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- 15.07.03                “Week” means a period of seven consecutive days beginning on a Sunday and ending on a Saturday.
- 15.07.04                Family Medical 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 Family Medical Leave.
- 15.07.05                Seniority and credit for teaching experience and sick leave continue to accrue during Family Medical Leave as defined in this Article.
- 15.07.06                During Family Medical Leave, the Employer shall continue to pay its share of the benefit premiums. 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 the benefit premiums. 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.
- 15.07.07                A teacher who intends to take a Family Medical Leave shall notify the employer of the dates on which the teacher intends to leave and return to active employment. The date of return to active employment shall be:
- i) the last day of the week in which the family member dies; OR
  - ii) the last day of the eight (8) weeks of Family Medical Leave
- whichever is earlier.
- 15.07.08                The teacher will provide to the employer a medical certificate from the attending physician indicating that a member of the family suffers from a serious medical condition with a significant risk of death within 26 weeks.





- 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 Superintendent, Student Achievement, 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      **Pregnancy Leave**

17.01.01      Pregnancy Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.

17.01.02      Arrangements for leaves shall be made with the Superintendent of Human Resources or designate.

17.01.03      Pregnancy leave of up to seventeen (17) weeks shall be granted to a teacher who has worked for the Employer for at least thirteen (13) weeks as follows:

- a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the teacher may request, unless she chooses to resign or extend the pregnancy leave into parental leave;
- b) Pregnancy leave may commence no earlier than the day that is seventeen (17) weeks before the teacher's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier;
- c) A teacher must give the Employer at least two (2) weeks written notice of the date the pregnancy leave is to begin and submit a medical certificate from a qualified medical practitioner stating the anticipated date of birth.
- d) The pregnancy leave may end earlier than planned if the teacher gives the Employer four (4) weeks written notice before the desired date of return.

17.01.04      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.

17.01.05      Notwithstanding 17.01.04, 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.

17.01.06 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.

## 17.02 **Parental Leave**

Parental Leave shall be granted to a teacher who has worked for the Employer at least thirteen (13) weeks as follows:

- a) Parental Leave shall be for up to thirty-five (35) weeks if the teacher has also taken a pregnancy leave or up to thirty-seven (37) weeks if the teacher has not taken a pregnancy leave.
- b) The parental leave of a teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) All other employees may begin their parental leave no more than fifty-two (52) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- d) Where possible, the teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Employer at least four (4) weeks written notice before the desired date of return.
- f) It is understood and agreed that the teacher will give the Employer notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.

## 17.03 **Provisions Applicable to Both Pregnancy and Parental Leaves**

17.03.01 Seniority and credit for teaching experience and sick leave continue to accrue during pregnancy leave and/or parental leave as defined in this Article.

17.03.02 During pregnancy leave and/or parental leave, the Employer shall continue to pay its share of the benefit premiums. 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 the benefit premiums. 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.

17.04 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.

17.05 Unemployment Benefits (SUB)

17.05.01 Effective September 1, 2005, the Employer shall provide for teachers on pregnancy leave and/or parental leave, a supplementary unemployment benefits plan providing for payment of 90% of salary for the two-week waiting period for E.I. benefits, provided that the two-week waiting period falls within the school year. This plan shall be approved by Human Resources & Skills Development Canada.

17.05.02 Teachers do not have a right to SUB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.

17.05.03 The teacher must provide the Employer with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended before SUB is payable.

17.05.04 A teacher disentitled to or disqualified from receiving E.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the teacher has applied for and is in receipt of E.I. benefits.

17.05.05 The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SUB is payable. A teacher who is not required to serve a waiting period before E.I. benefits commence shall not be eligible to receive a SUB payment.

17.06 Post Delivery (Pregnancy Leave)

17.06.01 Teachers are also eligible to top-up their E.I. benefits, up to a maximum of six (6) weeks, following the Supplemental Unemployment Benefits (SUB) period, deductible from their accumulated sick leave

credit if allowable by legislation, provided such teacher has sufficient accumulated sick leave to her credit and the period falls within the school year and during a period for which the teacher would normally be paid. To receive this supplement, an employee must supply the Human Resources Department with proof of receipt of pay from E.I. reflecting their weekly wage rate. The top-up pay will be the difference between the gross amount an employee receives from E.I. and their normal gross pay. Pay will not, however, exceed 100% of the teacher's normal weekly earnings.

17.06.02 It is understood that the maximum of six (6) week period for which top-up is provided is inclusive of the seventeen (17) week pregnancy leave maximum provisions provided for under Federal legislation.

17.06.03 Teachers who do not qualify for E.I. payments, will be paid sick leave benefits up to a maximum of six (6) weeks (following a normal delivery/non-complicated childbirth) provided such teacher has sufficient accumulated sick leave to her credit. To receive such pay the teacher must provide a medical note from the attending physician, certified midwife and/or certified nurse practitioner verifying the actual date of birth to the Human Resources Department within six (6) weeks of the birth.

17.07 Any teacher who is granted Pregnancy Leave or Parental Leave shall receive all monies owing on the paydate after the commencement of the leave.

17.08 Upon return from a pregnancy and/or parental leave, a teacher will 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 if the teacher returns to the school prior to the end of the term of the position of responsibility and provided that the position still exists.

## **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 a total of three (3) 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. 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 It is understood that the cost of the benefits are at full cost to the teacher with no Employer participation. To maintain participation and coverage under the Collective Agreement, the teacher must agree **to** participate in a **pre-authorized** debit plan for the full cost of benefit premiums. 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.
- 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 20, 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.

22.02                      Where the teacher held a position of responsibility, it shall be returned to the teacher if the teacher returns to the school prior to the end of the term of the position of responsibility and provided that the position still exists.

22.03                      Unless otherwise stated, during the leave no salary shall be paid and no experience shall be accumulated for salary purposes.

22.04                      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**

23.01                      \_\_\_\_\_

23.01.01                      The Board shall staff secondary schools as prescribed by the Ministry of Education using a Board-wide average aggregate class size of 22:1, or as amended, calculated on the reporting days as prescribed by the Ministry of Education,



- 23.01.02 The FTE Guidance and Library teachers for the system shall be at least the minimum provided within the Ministry of Education funding for Guidance and Library (as amended), currently 3.7 FTE per 1000 ADE.
- 23.01.03 The FTE for Special Education Resource teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for these programs and services.
- 23.01.04 Notwithstanding Clause 23.01.03, 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.
- 23.01.05 Notwithstanding Clauses 23.01.01 to 23.01.03, the Employer may hire additional teachers to perform duties in respect to secondary schools and secondary school programs.
- 23.02 **System Staffing Committee**
- 23.02.01 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
- 23.02.02 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 23.01.01 to 23.01.05, based on the projected enrolment, as determined by administration.
- 23.02.03 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 15 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.

23.02.04 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.

23.03 **School Staffing Committee**

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

23.03.02 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.

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

23.04 **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-stream 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.

23.05 **Development of the School Plan**

23.05.01 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.

- 23.05.02 The School Plan shall contain:
- section allocation by course and department/curriculum area
  - average class size by course and department/curriculum area,
  - teacher assignment by department/curriculum area, and
  - teacher assignment in non-classroom areas
  - areas of concern and special considerations
- 23.05.03 The School Staffing Committee shall:
- prepare the Preliminary 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.
- 23.05.04 The Final School Plan shall contain:
- section allocation by course and department/curriculum area,
  - teacher assignment by course and department/curriculum area,
  - teacher assignment in non-classroom areas,
  - individual teacher class sizes, and
  - teacher timetables
- 23.06 The School Staffing Committee shall meet throughout the year, at least twice per semester, as required to review and monitor:
- class sizes,
  - changes in staffing and timetabling, and
  - the assignment of supervisions, on-calls, and mentoring where applicable
- 23.07 The School Staffing Committee through the Superintendent of Student Achievement will report the class sizes as of the third Friday in September to the System Staffing Committee for review by October 15 (using the most current data) for Semester I. This review process will be repeated by February 28 based on the third Friday in February 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.

23.08 **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.

23.08.01 Effective September 1, 2005, there shall be three CIS campuses, one each in Clarington, Northumberland and Peterborough. The Employer may, at its discretion, increase or decrease the number of campus locations based on student needs/program requirements.

23.08.02 Effective September 1, 2005, the total number of teachers for the CIS system shall be determined by dividing the number of full-time equivalent students under age 21 by 22 and age 21 and over by 26. Notwithstanding the above, should the staffing divisors 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.

23.08.03 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) kilometres except by mutual consent between the teacher and principal.

23.08.04 **C.I.S. Campus Program Head**

Each CIS campus shall have a Campus Program Head for a term of up to three (3) years. C.I.S. Campus Program Heads will be allocated an allowance recommended by the School Leadership Joint Steering Committee.

Campus Program Head positions shall be reviewed yearly by the School Leadership Joint Steering Committee.

23.08.05 **Working Conditions for CIS Teachers**

23.08.05.01 Each Centre may set up two (2) or three (3) shifts at the discretion of the principal. 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.

23.08.05.02 Teachers will be provided with forty (40) minutes for lunch per day in accordance with Clause 26.07. Preparation time will be taken at the teacher's discretion during the teacher's school day, outside the teacher's scheduled instructional time.

23.08.05.03 Where student numbers warrant, a site may open in the evening at the discretion of the principal. 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.

#### 23.08.06 **Type of Teaching for CIS Teachers**

23.08.06.01 Teachers other than occasional teachers and continuing education teachers shall be paid on grid.

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

#### 23.09 **Brookside Secondary School**

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

#### 23.09.01 **Staffing**

23.09.01.01 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.

23.09.01.02 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 23.09.01.01 for preparation time plus an additional two (2) teachers for the extended school year subject to the approval of the Ministry of Education.

#### 23.09.02 **Class Size**

23.09.02.01 The maximum academic class size shall not exceed eight (8) pupils per teacher per period.

23.09.02.02 The maximum technical class size shall not exceed six (6) pupils per

class per period.

23.09.02.03 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.

23.09.03 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.

23.09.04 **Transfer**

Teachers may participate in the transfer process indicated in Article 28.

23.09.05 **Consultation Re rdil - ent 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.

23.09.06 **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.

23.09.07 **Modified l Year**

23.09.07.01 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.

23.09.07.02 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.

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

23.09.09 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.

23.09.10 **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.

23.10 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. **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.

24.02.03 **The School Leadership Plan**

The School Leadership Plan shall contain Program Headships as determined by the Joint Steering Committee. These Program Headships shall be aligned with Ministry Curriculum Documents, system initiatives, and/or school initiatives.

It is understood that the Joint Steering Committee may review and make recommendations for amendments to the criteria for School Leadership Plans and School Leadership positions.

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 responsible for secondary operations 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.

24.0 **Funding of Program Headships and Allowance and Supply Days**

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

24.04.02 Program Headships will be allocated an allowance recommended by the Joint Steering Committee in accordance with the plans established



in 24.03.

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 ADMINISTRATORS**

25.01 No teacher shall be a teacher-in-charge or acting principal or vice-principal.

25.02 Notwithstanding Clause 25.01, a teacher may serve as an acting principal or vice-principal (Acting Administrator) provided that the position has a term of not less than ten (10) consecutive working days and not exceeding 194 consecutive working days. Any teacher accepting such a position will be removed from the Bargaining Unit for the duration of the appointment and therefore no OSSTF fees will be deducted and remitted. There shall be no entitlements to any part of this Collective Agreement for the duration of the appointment.

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25.03 The teacher shall be entitled to return to the Bargaining Unit to the teacher's former position, subject to the provisions of Article 22, provided that the teacher's term as acting principal or vice-principal does not exceed 194 consecutive working days. It is understood that should the appointment commence in second semester and continue into the first semester of the subsequent school year, that the summer break shall not constitute a break in the consecutive days, but only days worked during the summer break will be accrued against the maximum of 194 days.

25.04 A teacher returning to the Bargaining Unit under 25.03 shall have reinstated all accumulated seniority from the Bargaining Unit up to the date of commencement of the acting principal/vice-principal position.

25.05 The teaching position vacancy resulting from the appointment of an acting principal/vice-principal 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.

**ARTICLE 26 WORKING CONDITIONS**

**26.01 Workload**

26.01.01 Effective September 1, 2005, each full-time teacher shall be assigned a maximum of six (6) periods out of eight (8) periods (3 periods per semester). Each full-time teacher may also be assigned up to the following maxima Credited Additional Professional Duties:

<b>Year</b>	<b>Maximum On-Calls/ Mentoring (½ period)</b>	<b>Maximum Supervisions/ Mentoring (½ period)</b>
<b>2005-2006</b>	<b>29</b>	<b>29</b>
<b>2006-2007</b>	<b>28</b>	<b>28</b>
<b>2007-2008</b>	<b>27</b>	<b>27</b>

For Teacher-Librarians, Guidance Teachers, Special Education Resource Teachers, LLS Teachers, Section 20 and Co-operative Education Teachers time-tabled in that area, On-calls/ Supervisions and Mentoring shall be performed in their area.

26.01.02 An On-Call is understood to be program delivery for a single class for a continuous period of time not to exceed a half-period. Supervision duties may be assigned in either one-quarter or one-half period intervals.

Notwithstanding the above, classes may be combined in exceptional circumstances, such as inclement weather, not to exceed a regular class size.

26.01.03 A full-time teacher shall be assigned no more than the equivalent of two (2) half-periods on-calls per week. On-call assignments shall be distributed as equitably as possible among 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. Records of on-calls and supervisions will be kept by the principal and/or vice-principal and will be reviewed on a monthly basis by the School Staffing Committee and/or the System Staffing Committee.

26.02 Notwithstanding 26.01.01 and 26.03, with the agreement of the Bargaining Unit and the Superintendent responsible for secondary operations, a full-time teacher of a Specialized four-credit or credit equivalent packaged program shall be assigned to their area for the

full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 20 minute break in the morning and a 20 minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.

- 26.03 In a semestered school, no classroom teacher shall be assigned more than three (3) credit and/or credit-equivalent courses per semester. Any exception to this shall be approved by the System Staffing Committee.
- 26.04 Notwithstanding 26.01.03, supervision duties may be blocked in units in consultation with the School Staffing Committee and with the consent of the teacher(s) involved.
- 26.05 No classroom teacher shall be assigned other duties in addition to those set out in 26.01. Unassigned time shall be available to the teacher for preparation and marking.
- 26.06 The duties of part-time teachers shall be pro-rated to the duties of a full-time teacher.
- 26.07 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.
- 26.08 No instructional period shall exceed seventy-five (75) minutes in length.
- 26.09 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 23.02.03.
- 26.10 The length of the school year shall be the minimum required under the ***Education Act***.
- 26.11 Teachers will not be required to perform their assigned duties at any time which falls outside the designated school year in clause 26.10. 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.
- 26.12 One (1) Professional Activity Day may be designated for each year as a District 14, OSSTF Professional Development Day.

26.13 **Class Size Maxima**

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

<b>Course / Stream</b>	<b>Maximum</b>
Host School, Locally-Developed	14
Workplace, Learning Strategies	20
Open (grades 9 and 10)	26
Applied	24
Open, (grades 11 and 12), College,	26
Academic	29
University, University/College (M)	30
International Baccalaureate and Advanced Placement	32
Limited Facility: Transportation, Construction, Integrated Technology, Manufacturing, Welding, Foods and Nutrition, Hospitality, Fashion and Design	20
Multi-stream/ multi-grade classes	lowest applicable class size

26.13.02 The desirable maximum for Cooperative Education teachers shall be determined by using the maxima above that represents the level designation for the majority of students in the program.

26.13.03 Where the maxima above cannot be met, individual class sizes may be exceeded by a maximum of +3 except for Host, LDC, Workplace and Learning Strategies which may be exceeded by a maximum of +2.

26.13.04 Class sizes not specified here will be referred to the System Staffing Committee for a determination.

26.13.05 By the third Friday in September, the In-School Staffing Committee in each school shall verify that the actual class sizes are within the parameters of the class size maxima stated in 26.13.01.

26.13.06 Notwithstanding 26.13.05, by the first Friday in October, any class sizes that exceed the maximums stated in the chart shall be reported to the System Staffing Committee. The System Staffing Committee shall make any necessary adjustments or determine any necessary exceptions.

26.13.07 For second semester, the process outlined in 26.13.05 and 26.13.06 will be completed by the third Friday in February and February 28 respectively.

26.13.08 The application of 26.13.06 and 26.13.07 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.

26.14 **Part Time Teachers**

26.14.01 For a part-time 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 six (6) periods out of eight (8) periods plus the Credited Additional Professional Duties as outlined in 26.01.01.

Part-time Pro-Rating			Maximum Half-Period each of On-calls/Mentoring (OC/M) and Supervisions/Mentoring (S/M)					
Assignment (Periods)	FTE Status	Sick Leave (Days)	Year 2005-06		Year 2006-07		Year 2007-08	
			OC/M	S/M	OC/M	S/M	OC/M	S/M
0.5	0.083	1.667	2.5	2.5	2.0	2.0	2.0	2.0
1.0	0.167	3.333	5.0	5.0	4.5	4.5	4.5	4.5
1.5	0.250	5.000	7.0	7.0	7.0	7.0	6.5	6.5
2.0	0.333	6.667	9.5	9.5	9.5	9.5	9.0	9.0
2.5	0.417	8.333	12.0	12.0	11.5	11.5	11.0	11.0
3.0	0.500	10.000	14.5	14.5	14.0	14.0	13.5	13.5
3.5	0.583	11.667	17.0	17.0	16.0	16.0	15.5	15.5
4.0	0.667	13.333	19.0	19.0	18.5	18.5	18.0	18.0
4.5	0.750	15.000	21.5	21.5	21.0	21.0	20.0	20.0
5.0	0.833	16.667	24.0	24.0	23.0	23.0	22.5	22.5
5.5	0.917	18.333	26.5	26.5	25.5	25.5	24.5	24.5
6.0	1.000	20.000	29.0	29.0	28.0	28.0	27.0	27.0

26.14.02 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.



**ARTICLE 28**     **TRANSFERS**

28.01            A voluntary transfer shall mean the relocation of a teacher from the place in which the teacher presently works to another place of work.

28.02            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.

28.03            A teacher shall not be subject to an involuntary/administrative transfer other than in accordance with Clause 28.04.

28.04            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.

30.02.02.01    As set out in Article 25.02, seniority will not accumulate while a teacher is temporarily assigned out of the bargaining unit as an Acting Administrator.



- 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 28, 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. Teachers shall be removed from the list if they have not taught at summer school for two (2) consecutive years unless on an approved leave. A copy of the summer school seniority list 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 15, 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 15 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 23.05, to the System Staffing Committee.

- 30.04.02 From the review in Clause 30.04.01 and on or before May 15 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 15 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 15 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 re-qualification 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, on the employment opportunities section of the board's website, and on the internal email system.

Effective January 1, 2006, where a known vacancy for a position occurs, the Employer shall post the vacancy on the employment opportunities section of the Board's website and on the Board's internal electronic communication system.

A vacancy shall be posted for at least five (5) instructional days before the deadline for application for the 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 employment opportunities section of the Board's website and on the internal email system for a period of five (5) calendar days.

- 30.07.02 Notwithstanding 30.07.01, the Employer may post a known vacancy that results from 30.07.03, a summer posting, or a vacancy that becomes available after the fifth instructional day in February.
- 30.07.03 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.
- 30.07.04 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 Parental 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 as defined in Article 15.01; or
- b) illness (may be requested to furnish a certificate to that effect from the attending physician); 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

	Sep 1, 2004	Sep 1, 2005	Sep 1, 2006	Feb 1, 2007	Sep 1, 2007	Feb1, 2008
Grade 9/10	\$9.75	\$9.95	\$10.15	\$10.25	\$10.43	\$10.58
Grade 11/12	\$12.20	\$12.44	\$12.69	\$12.82	\$13.05	\$13.23

The lesson rate will be paid for marking exams.

32.04.02 Summer School and Night School

	Sep 1, 2004	Sep 1, 2005	Sep 1, 2006	Feb 1, 2007	Sep 1, 2007	Feb1, 2008
Hourly Rate	\$33.13	\$33.79	\$34.47	\$34.81	\$35.44	\$35.94

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) Any teachers from the preceding program who are currently members of District 14, OSSTF, THEN
- c) 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**

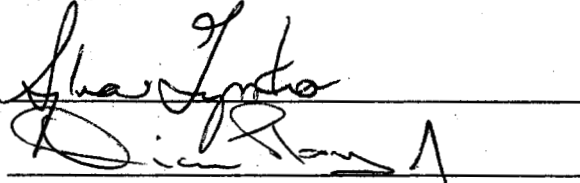
**Brookside Secondary School**

The parties agree to meet and discuss possible amendments to the staffing and class size provisions set out in Clauses 23.09.01 and 23.09.02 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.

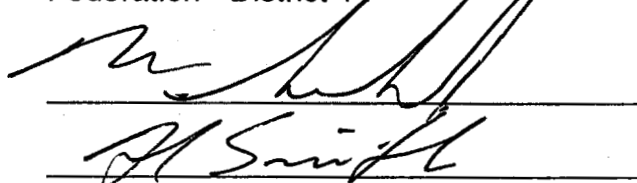
Any proposed amendments to the Collective Agreement shall be subject to ratification by the parties.

Dated at Peterborough, Ontario this 27<sup>th</sup> 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


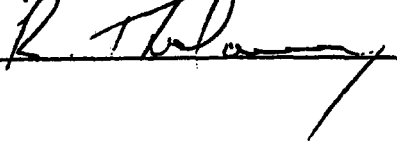
**District 14, Kawartha Pine Ridge**

**Early Leave Plan**

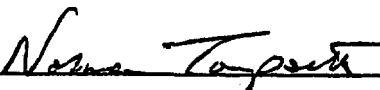
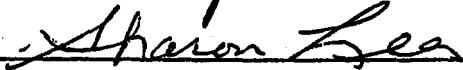
The Employer agrees to continue to provide benefits to those OSSTF members who retired under the Early Leave Plan as it appeared in the 1996-1997 Collective Agreement in the former Northumberland-Clarington Board of Education. The reference to Extended Health Care and Dental Care refers to the Plans 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 15th day of January 2001.

Kawartha Pine Ridge District School  
Board

  
\_\_\_\_\_  
  
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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**

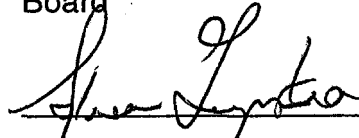

**Secondary School e-Learning (Electronically Delivered Curriculum)**

The Board and Federation agree that, upon release of the Ministry of Education's Plan for e-Learning through the Learning Management System, the Parties shall meet forthwith to develop a Protocol for the delivery of e-Learning in the Kawartha Pine Ridge District School Board which addresses such issues as:

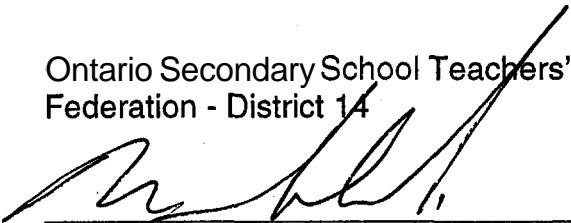
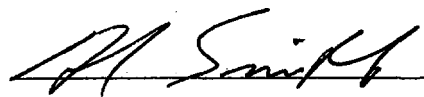
- i) class **size** for e-Learning credits;
- ii) process for enrolling student
- iii) workload and worksite issues for the Teacher delivering the e-Learning course;
- iv) job posting for e-Learning;
- v) department structure for e-Learning;
- vi) supervision credit for Teachers helping students in their home school with course work taken through another site;
- vii) staffing issues;
- viii) FTE generation;
- ix) Board/Federation Staffing Committee monitoring of e-Learning credits according to normal procedures of in-school credits;
- x) school day/school year for e-Learning;
- xi) and other related issues.

Signed in Peterborough, Ontario this 23<sup>rd</sup> day of June, 2005:

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**

**Re-opener on Teacher Salaries**

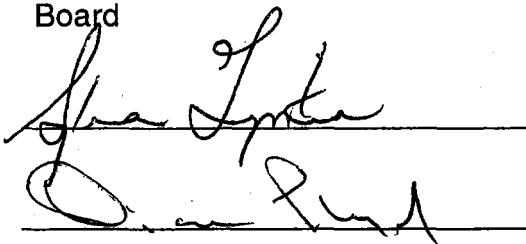
In accordance with Provincial dialogue with OSSTF and the Minister of Education and OPSBA representatives, should the Government provide additional funding specifically for secondary teacher salaries of up to 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years the increase shall be implemented as follows:

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

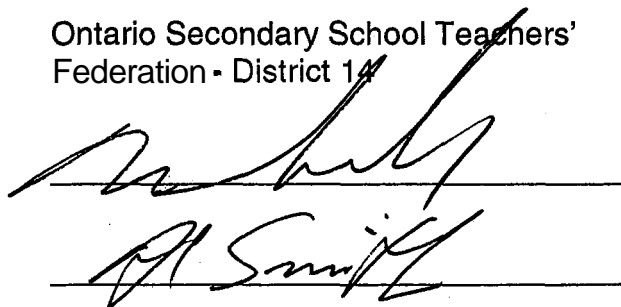
Such additional percentage increases (maximum 0.5%) shall be applied to the applicable salaries in clause 5.01.01 for the years commencing September 1, 2006 and September 1, 2007.

Dated at Peterborough, Ontario, this 23<sup>rd</sup> day of June 2005,

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 Teacher Bargaining Unit**

*Joanne  
Diniz  
responsible*

**Teacher Development Account**

A one-time expense reimbursement for each teacher on staff with the Board in the 2004/2005 school year has been provided by the Ministry of Education. The allowance, to a maximum aggregate disbursement of \$ 406,221 shall be used by Teachers between September 1, 2004 and August 31, 2006 for out-of-pocket expenses associated with their professional development needs. These expenses may be for computers and equipment, professional materials, courses, or other such related expenses. The maximum reimbursement for any Teacher shall be no more than \$500.00. Teachers teaching less than full time during the 2004/2005 school year shall receive a prorated portion of the allowance.

The Board shall develop reimbursement procedures to be in place by September 1, 2005. Teachers will submit receipts to the appropriate Board personnel for reimbursement. Any unclaimed monies shall be made available to OSSTF District 14 TBU for the OSSTF-designated Professional Development Day.

Dated at Peterborough this 23rd day of June, 2005.

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**

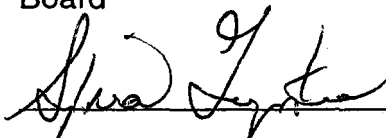

**District 14, Kawartha Pine Ridge Teacher Bargaining Unit**

**Multiple Subject Instruction Period (MSIP) - Pilot Project**

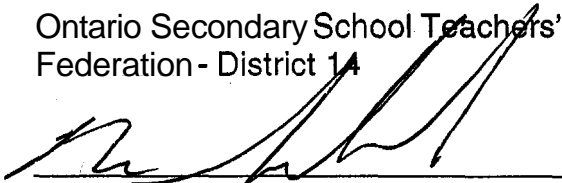

The parties agree to meet within 10 days of ratification to revise the existing MSIP Pilot Project Letter of Understanding and make the necessary adjustments to workload provisions to comply with the Collective Agreement.

Dated at Peterborough this 23<sup>rd</sup> day of June, 2005.

Kawartha Pine Ridge District School  
Board

  
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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 Teacher Bargaining Unit**

**Student Success Initiative**

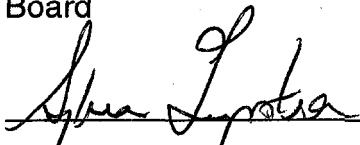
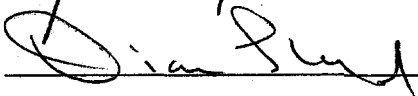
The Board and District 14, OSSTF Teacher Bargaining Unit mutually agree that the System Staffing Committee shall meet annually to review and make recommendation regarding the allocation of staff generated from Student Success Initiatives funding, with a view to supporting student success through:

- a) reduced class sizes in applied, workplace and academic courses where possible, **AND**
- b) school-based student success initiatives

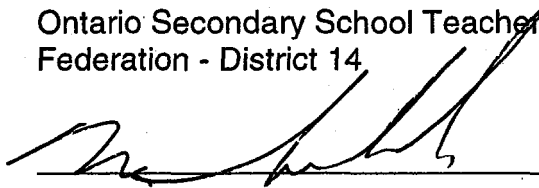
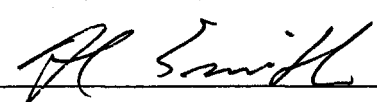
Recommendations from the Committee shall be implemented in the subsequent school year.

Dated at Peterborough this 23rd day of June, 2005.

Kawartha Pine Ridge District School  
Board

  
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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**

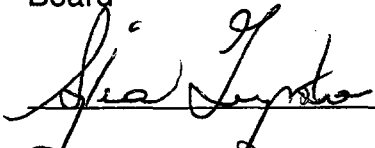
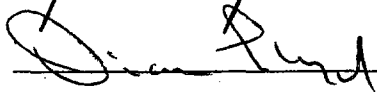
**District 14, Kawartha Pine Ridge**

**Article 11 - Sick Leave/Retirement Credit Incentive**

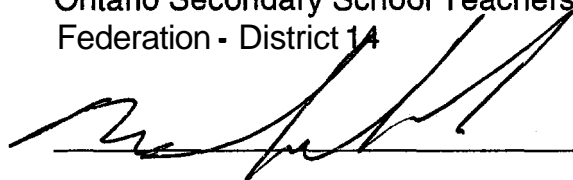

Notwithstanding amendments to Article 11 - Sick Leave/Retirement Credit Incentive Plan effective September 1, 2004, for teachers hired prior to September 1, 2005, "total years of service with this Employer, or its predecessor" shall include years "in the profession for which the teacher has been given credit in the salary records of this Employer".

Dated at Peterborough, Ontario, this 23<sup>rd</sup> day of June 2005,

Kawartha Pine Ridge District School  
Board

  
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Ontario Secondary School Teachers'  
Federation - District 14

  
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**COLLECTIVE AGREEMENT**

This Collective Agreement is made this

23rd day of June, 2005

between

**THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION**

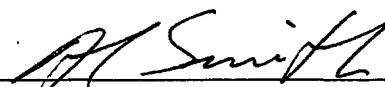
representing

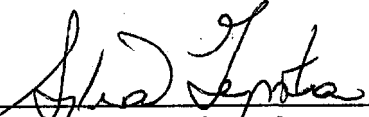
The Secondary Teachers of District 14,  
of the Ontario Secondary School Teachers' Federation  
Employed by the Board


and

**KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD**

  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
Chief Negotiator, District 14, OSSTF

  
\_\_\_\_\_  
Director of Education

  
\_\_\_\_\_  
President, District 14, OSSTF

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