

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, 2008

to

August 31, 2012

RECEIVED
MAR 23 2010



**KAWARTHA PINE RIDGE
DISTRICT SCHOOL BOARD**



11214(05)

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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 **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.

3.04 **Personnel File**

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

3.04.02 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.

3.04.03 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.

3.04.04 Documents of a disciplinary nature contained in the teacher's personnel file shall be removed upon the request of the teacher after *two* (2) years, provided there are no further incidents of a disciplinary nature placed in the teacher's personnel file.

3.05 **Probationary Period**

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

3.06 **Teacher Performance Appraisal**

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

3.06.02 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 appraisal.

3.06.03 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.

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

3.06.05 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.

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

3.07 **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.

3.08 **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.

3.09 **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*.

3.10 **Retirement**

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

3.11 **Copies of Collective Agreement**

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

3.12 **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.

3.13 Termination of Employment

3.13.01 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.

3.13.02 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.

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

3.14 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, 2008, and shall continue in force up to and including August 31, 2012, 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 Article 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, 2008 to August 31, 2009

Experience in Years	CAT I	CAT II	CAT III	CAT IV
0	40,328	44,687	48,548	50,449
1	45,563	47,505	51,812	54,066
2	48,181	50,320	55,077	57,685
3/4	50,801	53,133	58,343	61,303
5	53,421	55,948	61,606	64,922
6	56,035	58,764	64,874	68,535
7	58,655	61,576	68,139	72,154
8	61,274	64,394	71,404	75,772
9	63,892	67,204	74,668	79,389
10	66,509	70,020	77,935	83,006
11	69,118	72,830	81,193	86,618

Effective September 1, 2009 to August 31, 2010

Experience in Years	CAT I	CAT II	CAT III	CAT IV
0	41,537	46,027	50,004	51,963
1	46,930	48,930	53,366	55,688
2	49,627	51,829	56,730	59,416
3	52,325	54,727	60,094	63,142
4/5	55,024	57,626	63,455	66,870
6	57,716	60,526	66,820	70,591
7	60,415	63,424	70,183	74,318
8	63,112	66,325	73,546	78,045
9	65,809	69,221	76,908	81,771
10	68,504	72,121	80,273	85,496
11	71,192	75,015	83,629	89,216

Effective September 1, 2010 to August 31, 2011

Experience in Years	CAT I	CAT II	CAT III	CAT IV
0	42,784	47,408	51,505	53,522
1	48,338	50,398	54,967	57,358
2	51,116	53,384	58,431	61,198
3	53,894	56,368	61,896	65,036
4	56,674	59,355	65,358	68,876
5/6	59,448	62,342	68,824	72,709
7	62,228	65,326	72,288	76,548
8	65,005	68,315	75,752	80,386
9	67,783	71,297	79,215	84,224
10	70,560	74,285	82,681	88,061
11	73,327	77,266	86,137	91,893

Effective September 1, 2011 to August 31, 2012

Experience in Years	CAT I	CAT II	CAT III	CAT IV
0	44,067	48,830	53,050	55,127
1	49,788	51,910	56,616	59,079
2	52,649	54,986	60,184	63,034
3	55,511	58,059	63,753	66,987
4	58,375	61,135	67,319	70,942
5	61,231	64,213	70,889	74,890
6/7	64,094	67,286	74,457	78,844
8	66,955	70,365	78,025	82,798
9	69,816	73,436	81,592	86,751
10	72,676	76,513	85,162	90,703
11	75,527	79,584	88,722	94,650

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 term positions. 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 Article 30.06.

5.02.02 **Term Appointment Allowances**

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

Effective Date	Educational Services - Information and Media Curator	Instructional Leadership Consultant
September 1, 2008	\$9,117	\$5,698
September 1, 2009	\$9,390	\$5,869
September 1, 2010	\$9,672	\$6,045
September 1, 2011	\$9,962	\$6,226

5.02.03 Subject to Article 24, 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, 2008	\$968
September 1, 2009	\$997
September 1, 2010	\$1,027
September 1, 2011	\$1,058

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 **Travel Allowance**

When it is required by the Employer, the Director of Education, Superintendents or Principals that any teacher must travel to be present at a

formal meeting, the mileage will be paid at the Employer's per kilometre rate.

Formal meetings shall include but not be limited to: program councils, mandatory employer training and mandatory conferences. This Article does not refer to teacher organized professional activities or Professional Development Days.

5.05 Implementation of Schedule - effective September 1, 2009

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

First school day in September	6%	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	6%	June 1	4%
January - first banking day	4%	June 15	4%
January 15	4%	Last day of school in June	16%
February 1	4%		

Other than the pay date at the beginning of January, if the date listed above falls on a Saturday or Sunday, the actual pay date will be on the previous Friday. If the actual pay date is a statutory holiday falling on a Monday, the pay date will be on the previous Friday.

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

5.05.03 Part-time teachers who teach in both semesters shall be paid in each semester according to their FTE assignment that semester.

5.06 Adjustments to Schedule

5.06.01 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 Article 9.14.01. 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.

- 5.06.02 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 Article 9.14.01.
- 5.06.03 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 Article 9.14.01.
- 5.06.04 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.
- 5.06.05 Teachers newly appointed to positions of responsibility shall receive the appropriate responsibility allowance as of the effective date of the appointment.

5.07 **Method of Payment**

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.

5.08 **Union Dues**

- 5.08.01 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.
- 5.08.02 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.
- 5.08.03 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.

- 5.08.04 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. 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 Articles 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 Articles 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) 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.

- 6.06 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) written documentation showing successful completion of the examinations(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) written documentation showing successful completion of the examinations(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 Articles 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 to the HR Specialist responsible for secondary teachers 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

Notwithstanding the above timelines, later application for additional teaching experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.

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 Canadian University or Canadian Community College teaching experience shall receive recognition on the grid for this experience in accordance with Article 7.03.04.

7.03.03 Recognition for related 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.

Notwithstanding the above time-lines, later application for related experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.

7.03.04 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

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 at the time of hire or in the year immediately following 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.

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 Teachers with part time employment status shall have access to benefits

outlined in Article 8.02.01 provided that they assume the prorated costs on the basis of their employment status (i.e., 0.667 Teachers must assume 0.333 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.
- 8.01.04 Subject to eligibility requirements as specified by the insurers, a teacher covered by this collective agreement who remains in the employ of the Board beyond their 65th birthday shall retain entitlement to all benefit provisions until they retire.

8.02 Insured Benefits Package

- 8.02.01 The Employer will assume 100% of the cost of the premiums, subject to the limitations in Article 8.01, for the Extended Health Care Plan, Vision Care, Semi-private Hospital Coverage, Life Insurance Plan, Accidental Death and Dismemberment (AD & D) Insurance, and Dental Care Plan for full-time and part-time employees. The Extended Health, Vision Care, and Dental Plans shall provide for coordination of benefits for all employees, as described in the current benefits booklet.

The Insured Benefit Plans include the following coverage:

- **Semi-private hospital** coverage (as described in the current benefits booklet).
- **Semi-private hospital** coverage will be provided under Extended Health Care.
- **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 current benefits booklet and as amended herein, with single deductible \$10 per insured individual and \$20 per insured family per benefit year.
- **Vision Care**; \$300.00 per insured individual per twenty four (24) month period. For family members under eighteen (18) years of age, the coverage will be \$300.00 per twelve (12) month period.

Effective September 1, 2010, the amount will be \$500.

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.

Effective September 1, 2010, the amount will be \$100.

- Effective September 1, 2010, **Hearing Aids**; \$500 per insured individual per 48 month period.
- Effective September 1, 2010, **Category 2 Paramedical Services** shall each have a maximum of \$500 per participant per benefit year for all such services within Category 2 under Paramedical Services.
- Effective September 1, 2010, **Category 3 Paramedical Services** shall each have a maximum of \$500 per participant per benefit year for all such services within Category 3 under Paramedical Services.
- **Dental Plan** coverage; based on Kawartha Pine Ridge District School Board Dental Care Plan as described in the current benefits booklet, nil deductible.
 - Basic, minor restorative coverage and preventive procedures based upon one hundred percent (100%) co-insurance.

Effective September 1, 2010, the amount will be \$2,100.

- Major restorative based upon seventy percent (70%) co-insurance with an annual maximum of \$1,500 per insured individual.

Effective September 1, 2010, the amount will be \$2,100.

- 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 eighteen (18).
- **Life Insurance Plan**
 - Basic Group Life Insurance at 2.5 x annual salary. Subject to eligibility requirements as specified by the insurer additional Group Life Insurance options to a maximum of 1.5 x annual salary are available at the employee's expense.

- Basic Accidental Death and Dismemberment (AD & D) Insurance at 2.5 x annual salary. Additional Accidental Death and Dismemberment (AD & D) Insurance options to a maximum of 1.5 x annual salary are available at the employee's expense.
- **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.

Effective September 1, 2010, the amount will be \$500.

8.02.02 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 KPR Benefits Carrier Formulary, or its equivalent, covered at 100% reimbursement through a pay-direct drug card. The KPR Benefits Carrier Formulary 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: Drugs which are not covered under the KPR Formulary Prescription Drug Plan are listed as per the master agreement between the Board and its carrier provider.

A reference to drugs when administered through a hospital (whether in-patient or out-patient) will be added to the list.

In the event that the Kawartha Pine Ridge District School Board Health Care Formulary 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 KPR Benefits Carrier 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 the KPR Benefits Carrier 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 **Long Term Disability**

8.03.01 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.

8.03.02 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.

8.03.03 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 Article 8.03.04 below. It is understood that the Employer shall not be responsible nor liable for OSSTF's decision to select, change or retain carrier(s).

8.03.04 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)

8.03.05 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 Article 8.03.04.

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 Article 3.09 may retain membership in any of the Benefit Plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years.

8.05.02 Subject to eligibility requirements as specified by the insurers, a teacher who has exhausted his/her sick leave or is unable to perform his/her duties for reason of disability may retain the right to participate in any of the Benefit Plans to which he/she belongs until he/she attains the age of seventy (70) years.

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

8.05.04 In the event that a teacher dies while under contract with the Employer, the Employer will pay the premiums for the continuation of the applicable Employer sponsored benefits to the last day of the second month following the month in which the death occurs.

8.05.05 A teacher who has exhausted his/her accumulated sick leave credit, and is on an approved leave of absence without pay for medical reasons, shall continue to be enrolled in the benefits plan in effect at the time the leave commenced as if the teacher were still receiving salary, until the teacher returns to active employment, begins receiving long term disability benefits, or up to a maximum of ninety (90) working days following the commencement of the leave, whichever is sooner.

8.06 **Policy Information**

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.

ARTICLE 9 WORKING CONDITIONS

9.01 Workload

9.01.0 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 On-Calls and Supervisions:

	Maximum On-Calls (½ period)	Maximum Supervisions (15 Minutes)
2008-2009	27	27 (½ period)
2009-2010	26	60
2010-2011	26	58
2011-2012	25	54

For Teacher-Librarians, Guidance Teachers, Special Education Resource Teachers, LLS Teachers, Section 23 and Co-operative Education Teachers time-tabled in that area, On-calls shall be performed in their area.

All teachers may be assigned supervisions.

9.01.02 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.

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

9.01.03 Supervision duties may be assigned in increments of fifteen (15) minutes (one supervision) up to a maximum of thirty (30) minutes (two supervisions).

9.01.04 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 supervision 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.

9.02 Notwithstanding Articles 9.01.01 and 9.03, 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.

- 9.03 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.
- 9.04 Notwithstanding Article 9.01.04, supervision duties may be blocked in units in consultation with the School Staffing Committee and with the consent of the teacher(s) involved.
- 9.05 No classroom teacher shall be assigned other duties in addition to those set out in Article 9.01. Unassigned time shall be available to the teacher for preparation and marking.
- 9.06 The duties of part-time teachers shall be pro-rated to the duties of a full-time teacher.
- 9.07 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.
- 9.08 No instructional period shall exceed seventy-five (75) minutes in length.
- 9.09 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 Article 23.02.03.
- 9.10 The length of the school year shall be the minimum required under the ***Education Act***.
- 9.11 Teachers will not be required to perform their assigned duties at any time which falls outside the designated school year in Article 9.10. 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.
- 9.12 One (1) Professional Activity Day may be designated for each year as a District 14, OSSTF Professional Development Day.

9.13 **Class Size Maxima**

9.13.01 Effective September 1, 2009, the employer and District 14, OSSTF agree that the following maximum class sizes are desirable to promote a positive learning environment:

Course / Stream	Maximum	Flex
Locally-Developed	14	2
Learning Strategies	16	2
Workplace	20	2
Cooperative Education	24	3
Learning and Life Skills	10	0
Open (grades 9 and 10)	25	2
Applied	23	1
Open (grades 11 and 12), College	25	2
Academic	28	1
University, University/College (M)	29	2
International Baccalaureate and Advanced Placement	32	3
Limited Facility: Transportation, Construction, Integrated Technology, Manufacturing, Welding, Foods and Nutrition, Hospitality, Fashion and Design	20	2
Multi-stream / multi-grade classes	average of the class sizes	1

Note: The parties agree that the class size maximas in the 2004-2008 Collective Agreement still apply for the 2008-2009 school year.

9.13.02 Where the maximum plus Flex above cannot be met, an individual teachers combined class sizes (sum of Maximums and Flexes) may be exceeded by a total of four (4) students per semester. Limited Facilities, Learning and Life Skills classes and Locally Developed classes will not be exceeded based on Article 9.13.01.

- 9.13.03 Class sizes not specified here will be referred to the System Staffing Committee for a determination.
- 9.13.04 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 Article 9.13.01.
- 9.13.05 Notwithstanding Article 9.13.04, 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 by October 31 and March 31 of each school year.
- 9.13.06 For second semester, the process outlined in Articles 9.13.04 and 9.13.05 will be completed by the third Friday in February and February 28 respectively.
- 9.13.07 The application of Articles 9.13.05 and 9.13.06 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.

9.14 **Part Time Teachers**

- 9.14.01 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 Additional Professional Duties as outlined in Article 9.01.01.

Part-time Pro-Rating			Maximum Half-Periods each of On-calls (OC) and 15 Minute Supervisions (S)					
Assignment (Periods)	FTE Status	Sick Leave (Days)	Year 2009-10		Year 2010-11		Year 2011-12	
			OC	S	OC	S	OC	S
0.5	0.083	1.667	3	5	3	5	3	5
1.0	0.167	3.333	5	10	5	10	5	9
1.5	0.250	5.000	7	15	7	15	7	14
2.0	0.333	6.667	9	20	9	19	9	18
2.5	0.417	8.333	11	25	11	24	11	23
3.0	0.500	10.000	13	30	13	29	13	27
3.5	0.583	11.667	15	35	15	34	15	32

Part-time Pro-Rating			Maximum Half-Periods each of On-calls (OC) and 15 Minute Supervisions (S)					
Assignment (Periods)	FTE Status	Sick Leave (Days)	Year 2009-10		Year 2010-11		Year 2011-12	
			OC	S	OC	S	OC	S
4.0	0.667	13.333	18	40	18	39	17	36
4.5	0.750	15.000	20	45	20	44	19	41
5.0	0.833	16.667	22	50	22	48	21	45
5.5	0.917	18.333	24	55	24	53	23	50
6.0	1.000	20.000	26	60	26	58	25	54

Note: for the 2008-09 school year Maximum Half-Periods each of On-calls (OC) and Supervisions (S) will be twenty-seven (27).

9.14.02 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.

9.14.03 To the extent possible, part-time teachers shall have their on-calls and supervisions blocked in the period of time closest to the start of the teaching assignment or end of the teaching assignment.

9.15 Itinerant Teachers

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

9.15.02 An itinerant teacher shall have one school or work location designated as his/her school of record.

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

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

ARTICLE 10 CUMULATIVE SICK LEAVE PLAN

- 10.01 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.
- 10.02 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 Article 9.14.01.
- 10.03 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.
- 10.04 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.
- 10.05 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.
- 10.06 On leaving the employ of the Employer, teachers shall receive a statement of their sick leave credits duly certified by the Employer.
- 10.07 **Medical Documentation**
- 10.07.01 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.
- 10.07.02 Notwithstanding Article 10.07.01, with respect to a furnished certificate, Functional Ability or other such physician completed forms requested by the Employer, the employee will be responsible for the cost of the first such form acceptable by the employer, and thereafter the Board will be responsible for the cost of any additional such forms.

ARTICLE 1 ■ 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 Article 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:

11.02 An eligible teacher, as defined in Article 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 years: $CI = 25\% \times S \times \frac{N}{200}$

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

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

etc.

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

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

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

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"

- 11.03 In any event the credit incentive shall not exceed one-half of the employee's full-time grid rate plus allowances 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 Article 11.11. If the application is received less than four (4) months prior to the payout dates outlined in Article 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 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 either August or March following the date of retirement; OR
 - b) 1/2 in August and 1/2 in March following the date of retirement; OR
 - c) 1/4 in August and 3/4 in March following the date of retirement
- The teacher shall make the choice of method of payment upon application as in Article 11.08.

ARTICLE 12 SCHOOL LEADERSHIP POSITIONS

12.01 Definitions

12.01.01 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.

12.01.02 The School Leadership Plan

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

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

12.02 Development of Plans, Approval and Redress

12.02.01 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 System Staffing Committee. The plan will be submitted to the principal of the school and superintendent responsible for secondary operations for review and approval. A copy of The Plan will also be forwarded to the System Staffing Committee for review.

12.02.02 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 System Staffing Committee for review and determination.

If the System Staffing Committee is unable to reach agreement, the matter may be referred by either party (the Union or the Employer) to arbitration as specified under Article 30.06, or the parties may agree to an alternative course of action.

12.03 Funding of Responsibility Allowance

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

12.03.02 Program Headships will be allocated an allowance recommended by the System Staffing Committee in accordance with the plans established in Article 12.02.

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

12.04 **Carry Over of Unused Funds**

There shall be no carry over of unused funds.

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 A Release Officer who held a Position of Responsibility shall continue to receive their POR allowance for the entire duration of their special leave. The POR allowance shall be adjusted annually based on the POR compensation rate for the position the Release Officer held at the commencement of leave. The Union will reimburse the Board for the full cost of the said allowance.

13.02.04 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 one - one hundred and ninety fourths (1/194) of CAT 1 Year 0 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 Article 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 28th 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 of 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 traveling 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 **Fifth Disease**

15.06.01 When a medically confirmed case of Fifth Disease in the school becomes known to the principal, the principal will notify all school employees forthwith.

15.06.02 If a pregnant employee is at risk, it is the employee's responsibility to visit their physician for immunity testing at the employee's cost as soon as possible. The employee may use a sick leave day for the visit to the employee's physician for the test.

15.06.03 During the waiting period pending receipt of the test results, the employee will immediately be reassigned out of their regular workplace to an alternate site.

15.06.04 As soon as it is available to the employee, the employee will forward the medical documentation to Human Resources immediately.

15.06.05 Employees with immunity to Fifth Disease will return to their regular work site. Employees without immunity will continue to be reassigned out of their regular work site until twenty (20) continuous days have elapsed since the last confirmed case of Fifth Disease at the employee's regular work site.

15.07 **Training Courses, Lectures, Conferences, and Technological Internship**

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

15.07.02 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.

15.08 **Family Medical Leave**

15.08.01 Family Medical Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.

15.08.02 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.

15.08.03 “Week” means a period of seven consecutive days beginning on a Sunday and ending on a Saturday.

15.08.04 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.

15.08.05 Seniority and credit for teaching experience and sick leave continue to accrue during Family Medical Leave as defined in this Article.

15.08.06 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 15th 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.

15.08.07 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.

15.08.08 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.

15.08.09 For the purpose of this Article, “family” is defined in accordance with the *Employment Standards Act* as may be amended from time to time.

15.09 **Supplemental Unemployment Benefits (SUB) for Family Medical Leave**

- 15.09.01 Effective the first day of the month following ratification, and subject to the prior approval of HRSDC (Human Resources & Skills Development Canada), the Employer shall provide for teachers on Family Medical Leave, a Supplementary Unemployment Benefits plan providing for payment of 90% of salary for the two-week waiting period for E.I. (Employment Insurance) benefits, provided that the two-week waiting period falls within the school year. Proof of receipt that the waiting period was served must be forwarded to the Human Resources Department.
- 15.09.02 Teachers do not have a right to SUB payments except to supplement E.I. benefits during the unemployment period as specified, in this plan.
- 15.09.03 The teacher must provide the Board 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.
- 15.09.04 A teacher dis-entitled 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.
- 15.09.05 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.

ARTICLE 16 LEAVE OF ABSENCE - OTHERS

- 16.01 Unpaid leave of absence of up to two (2) year's duration may be granted by the Superintendent of Human Resources, or designate.
- 16.02 Upon application, a teacher shall be granted an unpaid leave of absence if the following conditions are met:
- a) the applicant has three (3) years service with this Employer; and
 - b) the applicant has not had an unpaid leave of absence for five (5) years, excluding infant care leave; and
 - c) the applicant received a satisfactory rating on his/her most recent performance evaluation; and
 - d) 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 Articles 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.

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 15th 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 Articles 16.01 and 16.02 shall enter into an individual contract with the Employer that:

- a) represents a firm commitment to take the leave; and
- b) 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 Article 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 15th 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 Supplementary Unemployment Benefits (SUB)

17.05.01 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 payday 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 24.

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 (Le., 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 15th 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 24.

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 Generation of FTE Staff

- 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 Article 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 Articles 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.

23.01.06 Dual Credit

A secondary school's average daily enrolment in "dual credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any Class Size Regulation.

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 Articles 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 Articles 24.04.02 to 24.05.
 - receive and review School Timetables for compliance on or before June 15th. The Principal and an OSSTF representative from the School Staffing Committee will present the School Timetable to the System Staffing Committee.
 - receive and review all Final School Plans and Teacher Timetables. Such School Plans must be submitted to the Superintendent responsible for Secondary Staffing by the end of the first week of July.
 - review school leadership plans in accordance with criteria and parameters for school leadership structure as established under Article 12.

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 Committees**

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) by March 31 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 24.

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 including courses that might be offered outside the regular timetable

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 at the beginning of each semester and at least one other occasion per semester, to review and monitor:

- class sizes,
- changes in staffing and timetabling, and
- the assignment of supervisions and on-calls 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 Article may result in re-timetabling, cancellation of under enrolled classes, and/or other re-organizations as deemed appropriate.

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

ARTICLE 24 ASSIGNMENT OF STAFF TO SCHOOLS

24.01 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.

24.01.01 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*.

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

24.02 Seniority and Seniority Lists

24.02.01 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.

24.02.02 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.

As set out in Article 27.02, seniority will not accumulate while a teacher is temporarily assigned out of the bargaining unit as an Acting Administrator.

24.02.03 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.

24.02.04 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.

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

- total years of secondary experience with the Employer and its predecessor Boards; THEN
- total years of teaching experience with the Employer and its predecessor Boards; THEN
- 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.

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

24.03.01 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

24.03.02 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.

24.03.03 **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;
- 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;
- surplus declarations are subject to review of the System Staffing Committee;
- 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.

24.04 **Approval of Proposed School Organization and Staff Assignment**

24.04.01 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 Article 23.05, to the System Staffing Committee.

24.04.02 From the review in Article 24.04.01 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:

- establish a list of potential surplus to each school;
- establish a list of potential staff needs to each school;
- review potential assignment of staff requesting transfer;
- establish a possible assignment of staff surplus to schools in available positions in the system according to seniority;
- revise the School Plan and/or proposed staff assignments at schools to accommodate the optimum placement of staff;
- 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.

24.04.03 By May 15 each Principal in cooperation with the School Staffing Committee will present the approved School Plan and proposed staff assignment to staff.

24.04.04 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 Article 24.04.03.

24.05 **Placement of Staff Surplus to Individual Schools**

24.05.0 ■ 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:

- determine the placement of staff surplus to individual school needs;
- confirm voluntary transfers of staff that can be accommodated;
- initiate Administrative transfers;
- confirm which, if any teachers are possibly redundant.

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

- qualifications for assignment;
- where qualifications are appropriate, seniority shall be the predominant factor;
- staff shall have an appropriate length of time (up to forty-eight **(48)** hours) after being offered a position to affirm their acceptance.

24.05.03 All positions remaining vacant after Article 24.05.02 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.

24.05.04 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 15 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 24.08.

24.05.05 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.

24.05.06 Teachers who cannot be placed in teaching positions under the provisions of Article 24.05.05 shall be declared redundant and notified in writing by May 31.

24.05.07 All redundant teachers shall have their names placed on a recall list and continue to be considered under Article 24.05.05 until:

- the teacher accepts a teaching position: OR
- the teacher refuses a third (3rd) 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.

24.05.08 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.

24.05.09 Teachers recalled according to the provision of Article 24.05.07, shall retain all rights and entitlements held at the time when they were declared redundant.

24.05.10 **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 Article 16.04.

24.06 **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.

24.07 **Vacancies**

24.07.01 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.

24.07.02 Notwithstanding Article 24.07.01, the Employer may post a known vacancy that results from Article 24.07.03, a summer posting, or a vacancy that becomes available after the fifth instructional day in February.

24.07.03 Any known regular position available between the 5th 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.

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

24.07.05 Each posting will indicate the position, location, any requirements beyond basic qualifications and date and time of closing for applications.

24.08 **Transfers**

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

24.08.02 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.

- 24.08.03 A teacher shall not be subject to an involuntary/administrative transfer other than in accordance with Article 24.08.04.
- 24.08.04 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.

24.09 **Chances to Full-time and Part-time Assignment**

- 24.09.01 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.
- 24.09.02 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 increase his/her FTE may exercise this option subject to Article 24, provided that he/she notifies the Superintendent of Human Resources in writing by February 28.
- 24.09.03 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.
- 24.09.04 When vacancies occur for Semester 2, teachers who are working in the school where vacancies exist and who had requested an increase for the current year shall be offered the vacancy, or part thereof, prior to posting the vacancy, provided that the teacher is qualified in accordance with Article 24.07.05, and there are no outstanding Teacher Performance Appraisal or disciplinary issues.

ARTICLE 25 CENTRE FOR INDIVIDUAL STUDIES (CIS)/ADULT AND ALTERNATIVE EDUCATION CENTRES

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

25.01 There shall be three C.I.S. 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. The Employer agrees to inform the Union prior to doing so.

25.02 The total number of teachers for the C.I.S. 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 C.I.S. is self supporting based on the available funding, such adjustment shall be made by the System Staffing Committee.

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

25.03 When enrolment projections have been completed for C.I.S., 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 cannot be accommodated in the C.I.S. system will be declared surplus in accordance with Article 24.

Every effort will be made to retain staff at the site to which they have been assigned in September for the school year. Notwithstanding, where enrolment shifts occur during the year and upon review by the System Staffing Committee, staff may be reassigned by mutual consent to other campuses to balance loads. In the event mutual consent is not achieved, the Board reserves the right to reassign staff to meet student needs. Such reassignment will only occur at the start of a Semester.

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

Each C.I.S. campus shall have a Campus Program Head for a term of three (3) years. C.I.S. Campus Program Heads will be allocated an allowance recommended by the System Staffing Committee.

Campus Program Head positions shall be reviewed yearly by the System Staffing Committee.

25.05 **Working Conditions for C.I.S. Teachers**

25.05.01 Each Centre may set up two (2) shifts at the discretion of the principal. A teacher timetable shall be six and one half (6-1/2) consecutive hours in length, commence no earlier than 8:30 a.m. and conclude no later than 6:00 p.m.

For reasons of safety and security, the board will ensure that there are at least two (2) staff on site at all times during hours of operation.

25.05.02 Teachers will be provided with not less than forty (40) minutes for lunch per

day in accordance with Article 9.07.

- 25.05.03 Teachers will be scheduled for assignment in accordance with Articles 9.01 and 9.14. Notwithstanding maxima Additional Professional Duties set out in Articles 9.01 and 9.14, during the afternoon program, teachers will be assigned up to an equivalent amount of time which would normally have been associated with such duties.
- 25.05.04 Where student numbers warrant, a site may open in the evening at the discretion of the principal.
- Where it is decided by the employer to open a site in the evening, additional staff will be employed at the continuing education hourly rate as outlined in Article 29.04.02.
- 25.06 Teachers other than occasional teachers and continuing education teachers shall be paid on grid.
- 25.07 The dates in this Article may be altered, as required in a particular year, with the mutual consent of the parties.

ARTICLE 26 BROOKSIDE SECONDARY SCHOOL

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

26.01 Staffing

- 26.01.01 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.
- 26.01.02 In addition to the number of teachers generated by Article 23.01, teachers will be allocated based on two (2) teachers for every six (6) classroom teachers determined in Article 26.01.01 for preparation time plus an additional two (2) teachers for the extended school year subject to the approval of the Ministry of Education.

26.02 Class Size

- 26.02.01 The maximum academic class size shall not exceed eight (8) pupils per teacher per period.
- 26.02.02 The maximum technical class size shall not exceed six (6) pupils per class per period.
- 26.02.03 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.

26.03 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.

26.04 **Transfer**

Teachers may participate in the transfer process indicated in Article 24.08.

26.05 **Consultation Regarding Divestment Agreement**

The Superintendent of Schools will meet with two (2) representatives of District 14, OSSTF and the Principal of Brookside Secondary School to discuss the staffing and working conditions for Brookside Secondary School for the current school year and annually thereafter. Any recommendations resulting from this consultation will be implemented only if the Ministry of Education agrees to fund these changes in its approval of the divestment agreement.

26.06 **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.

26.07 **Modified School Year**

26.07.01 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.

26.07.02 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.

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

26.09 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.

26.10 **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.

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

ARTICLE 27 ACTING ADMINISTRATORS

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

27.02 Notwithstanding Article 27.01, 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.

27.03 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.

27.04 A teacher returning to the Bargaining Unit under Article 27.03 shall have reinstated all accumulated seniority from the Bargaining Unit up to the date of commencement of the acting principal/vice-principal position.

27.05 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 28 HEALTH AND SAFETY

28.01 The employer agrees to abide by the *Occupational Health and Safety Act*. Any alleged violation of the *Act* shall be dealt with pursuant to the enforcement mechanisms outlined in the *Act*.

28.02 Bargaining unit members on the School Site Inspection Committee will be entitled to participate in monthly inspections during normal working hours in accordance with the provisions with the *Occupational Health and Safety Act*. Such time may be during the teacher's scheduled time free from assigned duties. In such a case, there will be a reduction to that teacher's additional assigned duties up to a maximum of twenty (20) on-calls or equivalent supervision time per school.

28.03 Safety Footwear

It is understood that safety shoes will be worn as a condition of employment for teachers assigned to teach construction, manufacturing and transportation.

Effective September 1, 2008, the Employer will reimburse all employees who have completed their probationary period up to \$125 for the purchase of C.S.A. approved safety footwear once per school year, provided that the employee provides proof of purchase.

Effective September 1, 2009 the reimbursement amount will be up to \$132.

Effective September 1, 2010 the reimbursement amount will be up to \$136.

Effective September 1, 2011 the reimbursement amount will be up to \$140.

ARTICLE 29 CONTINUING EDUCATION TEACHERS

29.01 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 23 or C.I.S. 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 30 - Grievance Procedure
- Article 5.08 - Union Dues

29.02 **Pregnancy/Parental/Adoption Leave**

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

29.03 **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.

29.04 **Compensation**

29.04.01 **Correspondence Courses**

Per Lesson Rate

Effective Date	Grade 9/10	Grade 11 / 12
1 September 2008	\$10.90	\$13.63
1 September 2009	\$11.23	\$14.04
1 September 2010	\$11.57	\$14.46
1 September 2011	\$11.92	\$14.89

The lesson rate will be paid for marking exams.

29.04.02 **Summer School and Night School**

Effective Date	Hourly Rate
1 September 2008	\$37.02

1 September 2009	\$38.13
1 September 2010	\$39.27
1 September 2011	\$40.45

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

29.05 **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.

29.06 **Seniority List**

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.

ARTICLE 30 GRIEVANCE PROCEDURE

30.01 **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.

30.02 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.

30.03

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.

30.04

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.

30.05 **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.

30.06 **Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an arbitrator within the five (5) days of written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon request of either party.

Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Board of Arbitration. 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 Chairperson. 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.

A grievance may submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

The single Arbitrator or Board of Arbitration 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 Board of Arbitration, but, if there is not a 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.

30.07 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.

30.08 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.

30.09 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.

30.10 **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.

30.11 **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.

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 Articles 26.01 and 26.02 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.


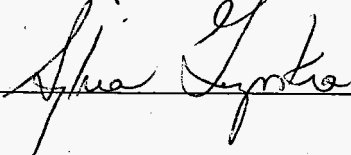
Any proposed amendments to the Collective Agreement shall be subject to ratification by the parties.

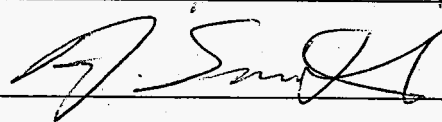
Dated at Peterborough, Ontario this 31st day of March, 2009
(Originally dated 15th day of January 2001)

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

Student Success Initiatives

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:

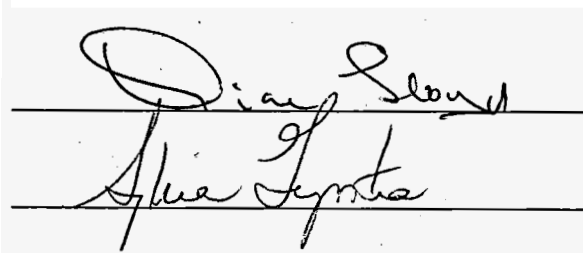
- a) reduced class sizes in applied, workplace and academic courses where possible, AND
- b) school-based student success initiatives

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

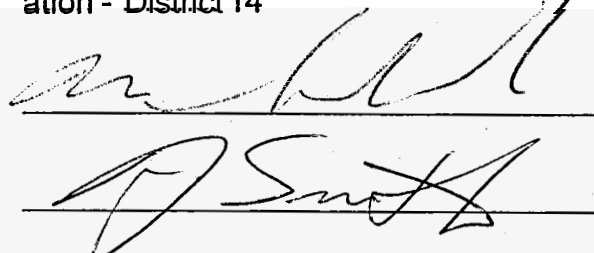
Dated at Peterborough, Ontario this 31st day of March 2009
(Originally dated 23rd day of June 2005)

Kawartha Pine Ridge District School Board

Ontario Secondary School Teachers' Federation - District 14



Two handwritten signatures are written over two horizontal lines. The top signature appears to be 'Diana Snow' and the bottom signature appears to be 'Alice Lynda'.



Two handwritten signatures are written over two horizontal lines. The top signature is a stylized cursive signature, and the bottom signature appears to be 'D. Smith'.

LETTER OF UNDERSTANDING

between

Kawartha Pine Ridge District School Board

and

Ontario Secondary School Teachers' Federation

representing

District 14 Kawartha Pine Ridge

Re: Secondary School e-learning

The Board and the Union, in recognition that e-learning in Ontario is an evolving process, agree to the following provisions for establishing and implementing a delivery model for secondary program electronically through e-learning:


1. The Board agrees to inform the Union prior to implementing the electronic and distance education delivery of secondary school credits in a school.
2. Students enrolled in e-learning courses as part of their regular day school program will be recorded in either the full time or part-time day school enrolment register of the home board in the same manner as classroom delivered courses (as opposed to the Independent Study Register of the delivering board). (Ministry of Education 2007: SB19)
3. Credit courses offered by electronically delivered curriculum will be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.
4. All electronically-delivered courses will be subject to the class size maxima as outlined in Article 9 of the Collective Agreement.
5. All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks to the home school of the student for students taking e-learning credit courses will be the responsibility of the teacher assigned to the e-learning course.
6. All e-learning courses will be scheduled as part of the teacher's timetable.
7. A teacher teaching an e-learning course(s) will be assigned a work station/ work area in the teacher's secondary school with the necessary resources for teaching an on-line course.

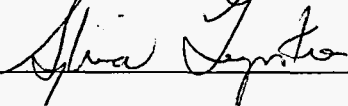
8. A teacher teaching e-learning courses will correspond with students only through a Board server using software provided by the Board. The teacher will not use their personal email in any aspect of the delivery of the e-learning program.
9. A teacher teaching e-learning courses will report to school board personnel only and will be evaluated only by the principal or vice-principal and/or supervisory officers employed by the Board.
10. For purposes of staffing and surplus declaration, a teacher assigned to teach e-learning credit courses will be included in the staff complement of the secondary school which is the work location of the teacher, subject to the staffing provisions of the Collective Agreement.
11. All job postings for e-learning credit courses will be posted in accordance with Article 24.07 of the Collective Agreement.
12. In the event there are changes to the *Education Act* with respect to Provincial guidelines, funding or protocols, the Board and the Union agree to meet and review how such required changes will be implemented.

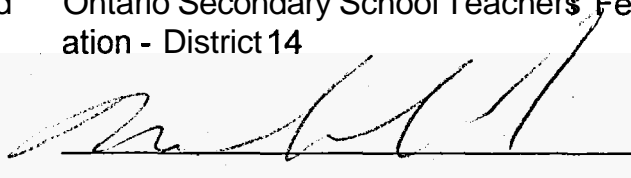
Dated at Peterborough, Ontario this 31st day of March, 2009

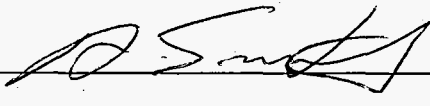
Kawartha Pine Ridge District School Board

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

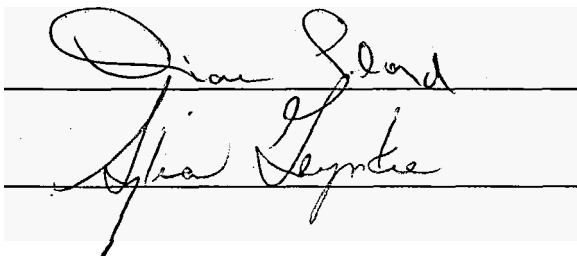
Emergency Support for Absent Principal / Vice-principal

Notwithstanding the terms of this collective agreement the parties further agree that:

1. In the event that both the Principal and the Vice-principal(s) are absent from the school due to an emergency or unforeseen circumstance (e.g., short term illness), the Board may assign duties to a volunteer teacher.
2. Such teacher shall be released from other professional duties as necessary and shall receive a \$50 honorarium for accepting the assignment.
3. The duties shall be:
 - a) to make contact with the Principal, Vice-principal, or otherwise designated responsible administrator in the event of an emergent situation.
 - b) to carry out the directions of the administrator as necessary to deal with the emergent situation.
 - c) to maintain communication with the responsible administrator as necessary, or until the emergent situation is resolved.
4. The Employer will provide indemnification of teachers supporting an absent principal or vice-principal as they perform their duties and carry out their responsibilities, acting in good faith and in a manner consistent with Board policies and regulations.

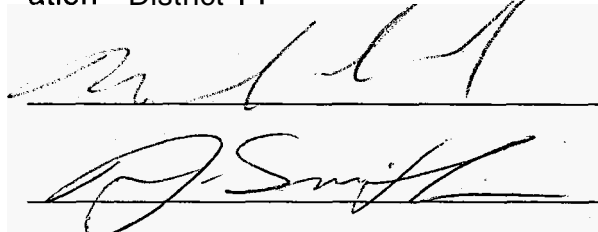
Dated at Peterborough, Ontario this 31st day of March, 2009

Kawartha Pine Ridge District School Board



Two handwritten signatures are written over two horizontal lines. The top signature appears to be "Diane Gland" and the bottom signature appears to be "Alma Reynolds".

Ontario Secondary School Teachers' Federation - District 14



Two handwritten signatures are written over two horizontal lines. The top signature is a stylized name, and the bottom signature appears to be "J. Smith".

LETTER OF UNDERSTANDING

between

Kawartha Pine Ridge District School Board

and

Ontario Secondary School Teachers' Federation

representing

District 14 Kawartha Pine Ridge

Group Benefits

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2010-11 funding for Group Benefits and Other Working Conditions;

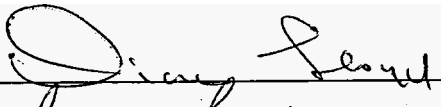
WHEREAS the Government will require that this funding enhancement be implemented effective September 1, 2010, the Board and the Union agree as follows;

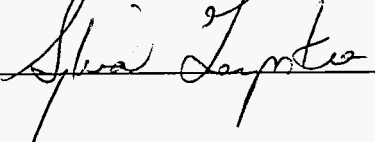
The Union's share of the Board's allocation under this enhancement shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees based on FTE data as of October 31, 2008 reported in Appendix "H" in the 2008-09 Financial Statements.

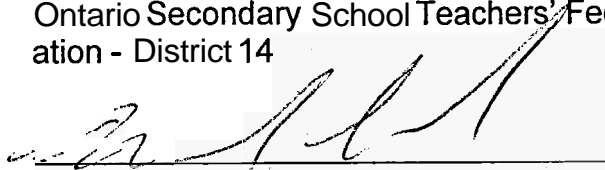
Dated at Peterborough, Ontario this 31st day of March, 2009

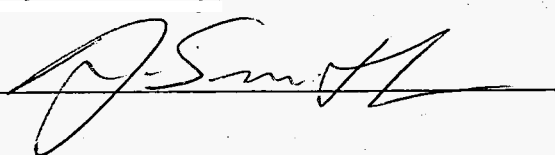
Kawartha Pine Ridge District School Board

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

Employee hired under a Letter of Permission

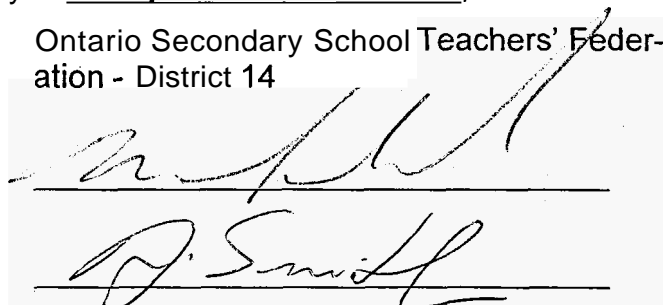
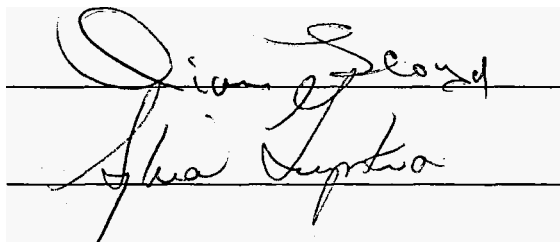
An employee hired under a Letter of Permission pursuant to *Regulation 142* made under the *Education Act* shall be subject to all the provisions of said regulation. For clarification, the Parties understand the following:

1. Other than prescribed in regulation, applications from an unqualified teacher shall not be considered until eligibility requirements have been met under a Letter of Permission.
2. Employees teaching on a Letter of Permission are only eligible to teach the courses for which the Employer has applied for permission.
3. Employees hired to teach under a Letter of Permission will not be subject to the provisions of Article 24 of the Collective Agreement during the term of the assignment.
4. Employees hired to teach under a Letter of Permission shall not exceed one (1) school year (September to June). It is understood that the employee teaching on a Letter of Permission shall not be included in the staffing process for the following school year.
5. During the annual staffing process the System Staffing Committee shall ensure that all teachers identified as not having a position, shall be notified.
6. Unless otherwise prescribed in this Letter of Understanding, all provisions of the Collective Agreement will apply to employees teaching on a Letter of Permission.

Dated at Peterborough, Ontario this 31st day of March, 2009

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

Staff Placement Due to School Accommodation Change

WHEREAS the Kawartha Pine Ridge District School Board and the Teacher Bargaining Unit recognize that the number and distribution of secondary schools may vary over time, and

WHEREAS a Memorandum of Understanding already exists that needs to be updated,

The parties agree to meet and establish a protocol to be used in the event of school redistribution that shall include provisions and procedures for staff re-allocation due to new secondary school opening, secondary school closure and/or exceptional secondary school redistribution.

A joint committee shall be established consisting of three (3) representatives of the Employer and three (3) members of OSSTF as designated by the President of the Teacher Bargaining Unit of District 14.

The recommendations of the Committee flowing from this Letter of Understanding as contained in a Memorandum of Understanding, shall be agreed no later than June 30, 2009.

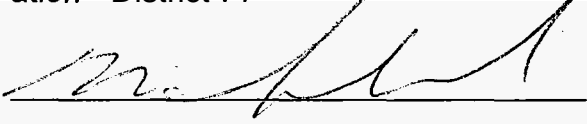
Dated at Peterborough, Ontario this 31st day of March, 2009


Kawartha Pine Ridge District School Board

Ontario Secondary School Teachers' Federation - District 14









COLLECTIVE AGREEMENT

This **Collective Agreement** is made this
31st day of March, 2009

between

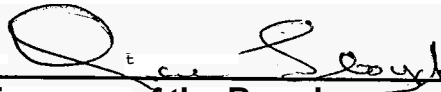
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

representing

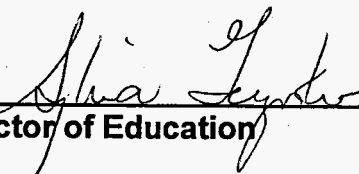
**The Secondary Teachers of District 14,
of the Ontario Secondary School Teachers' Federation
Employed by the Board**

and


KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD




Chairperson of the Board



Director of Education



Chief Negotiator, District 14, OSSTF



President, District 14, OSSTF