

TABLE OF CONTENTS

PART A-GENERAL.....	1	PART E-OTHER WORKING CONDITIONS.	51
A.1.0 General Purpose of Agreement.....	1	E.1.0 Physical Environment.....	51
A.2.0 Effective Period.....	1	E.2.0 Workload Guidelines.....	52
A.3.0 Recognition.....	2	E.3.0 Teacher-Trustee Committee.....	55
A.4.0 Definitions-General.....	2	E.4.0 Night School-Summer School.....	55
A.5.0 Rights of Parties.....	3	E.5.0 Liaison Committee.....	55
A.6.0 Just Cause.....	5		
A.7.0 Grievance Procedure.....	5	PART F-APPENDIX.....	55
A.8.0 Arbitration.....	7	F.1.0 Continuing Education.....	55
A.9.0 Federation Fees.....	9		
A.10.0 Probationary Period.....	10	PART G-LETTERS OF INTENT.....	56
		G.1.0 OTF Fee Deduction.....	57
PART B-SALARY.....	10	G.2.0 Modified School Year/Day.....	58
B.1.0 Salary Categories.....	10	G.3.0 Positions of Responsibility.....	59
B.2.0 Placement on Grid.....	11	G.4.0 Term Probationary Teachers.....	60
B.3.0 Salary Schedule.....	13	G.5.0 Retirement Gratuity.....	62
B.4.0 Additional Degree Allowance.....	13	G.6.0 Continuing Education Adult Day School.....	63
B.5.0 Methods of Payment.....	14	G.7.0 Occasional Teachers.....	64
		G.8.0 Related Experience Criteria as Applied to Vice-Principals.....	65
PART C-BENEFITS.....	15	G.9.0 Cost of Living Allowances.....	67
C.1.0 Insured Employee Benefits.....	15		
C.2.0 Cumulative Sick Leave Plan.....	19		
C.3.0 Retirement Gratuity.....	25		
C.4.0 General Sick Leave and Retirement Gratuity Plans.....	28		
C.5.0 Special Leave of Absence.....	28		
C.6.0 Pregnancy/Parental Leave.....	29		
C.7.0 Infant care Leave.....	30		
C.8.0 Adoption Leave (Parental).....	32		
C.9.0 Child Care Leave.....	32		
C.10.0 Maternity Leave Seb Plan.....	34		
PART D-STAFFING.....	35		
D.1.0 Staff Allocation.....	35		
D.2.0 Positions of Responsibility.....	37		
D.3.0 Federation Leaves.....	43		
D.4.0 Temporary Administrative Assignments.....	44		
D.5.0 Part-time Teachers.....	45		
D.6.0 Occasional Teachers.....	46		
D.7.0 Surplus/Redundancy.....	47		
D.8.0 Transfers and Exchanges.....	49		
D.9.0 Reorganization of Schools.....	50		
D.10.0 Term Appointments.....	50		

PART A GENERAL**A.1.0 GENERAL PURPOSE OF AGREEMENT**

A.1.1 It is the general purpose of this agreement to establish for all secondary school teachers as defined in A.4.6 the salaries, allowances and benefits; to provide certain working conditions and to provide procedures for the prompt and equitable disposition of grievances without any illegal stoppage or interference with the operation of the Board and its schools.

A.2.0 EFFECTIVE PERIOD

A.2.1 This Agreement shall be in effect from September 1, 1998, and shall continue in force up to and including August 31, 2000, and shall continue thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate this Agreement in accordance with the *Ontario Labour Relations Act*.

A.2.2 Notwithstanding the period of notice cited in A.2.1, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date, that it desires to negotiate this Agreement, in accordance with the *Ontario Labour Relations Act*.

A.2.3 If either party gives notice of its desire to negotiate a renewal of the collective agreement, the parties shall meet within fifteen (15) days from the giving of notice, or within such further period as the parties agree upon, to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.

A.2.4 If no new agreement is reached by September 1, 2000, this agreement shall continue in effect in accordance with the provisions of the *Ontario Labour Relations Act, 1995, Section 86(1)*.

A.2.5 If this agreement is renewed under the *Ontario Labour Relations Act, Section 58(2)* and Article A.2.1 and A.2.4 above shall be deemed to have been amended to read September of the appropriate year.

A.2.6 Amendments to this agreement shall be made only by the mutual written consent of the parties concerned.

A.3.0 RECOGNITION

A.3.1 The Board recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive bargaining agent for all secondary teachers as defined by A.4.6.

A.3.1.1 The Board recognizes the negotiating team of the District 16 Bargaining Unit as the group authorized to negotiate on behalf of the Union.

A.3.2 The Board recognizes the right of District 16, OSSTF to authorize the provincial Ontario Secondary School Teachers' Federation to represent the said teachers and to negotiate on their behalf.

A.3.3 Either party has the right to authorize legal counsel or an agent designate to represent and/or to negotiate on its behalf.

A.3.4 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its Accompanying Regulations.

A.3.5 There shall be no discrimination by the parties against a teacher or supervisor because of race, national origin, age, creed, colour, religion, gender, sexual orientation, handicap or marital status.

A.4.0 DEFINITIONS - GENERAL

Where a term is used in this Collective Agreement and not defined, the definition shall be as found in the Acts and Regulations pertaining to Education in the Province of Ontario which are in effect at the date of the implementation of this agreement.

- A.4.1 "Board" means York Region District School Board .
- A.4.2 "Certification Rating Statement" means the statement issued to a teacher by the Ontario Secondary School Teachers' Federation Certification Department affirming that it has certified the teacher's qualifications and has placed the teacher in a group in accordance with Certification of O.S.S.T.F.
- A.4.3 "Director" means the Director of Education and Secretary-Treasurer of the Board.
- A.4.4 "District 16" means District 16 of the Ontario Secondary School Teachers' Federation.
- A.4.5 "OSSTF" means the Ontario Secondary School Teachers' Federation.
- A.4.6 "Teacher" means a person who is a member of the Ontario College of Teachers, who is employed by the Board, who meets the requirements of Part X.1 Teacher as defined in *Bill 160*, and who is a statutory member of OSSTF, for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of OSSTF.
- A.4.7 "Consultant" under the terms of this agreement is a teacher as defined in A.4.6 who has been appointed to a consultative position (both panels) and who assists and advises teachers in regards to programs and methods and has responsibilities in the organization and presentation of professional development activities.

A.5.0 RIGHTS OF PARTIES

- A.5.1 Subject to the provisions of this agreement, the teachers of District 16 recognize and accept that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board, including the right to:
- A.5.1.1 hire, transfer, promote;

- A.5.1.2 demote, suspend, discipline, or dismiss subject to the provisions of A.6.0;
- A.5.1.3 plan and control the teaching program of the Board, the number of teachers to be employed, the number of students to be allocated to a program, the class size, the assignment of teachers, the subjects to be taught, the selection of individuals to positions of responsibility, the hours of school, the school year and the holidays to be observed and other such responsibilities of the Board as are outlined in Acts and Regulations pertaining to education in the Province of Ontario.
- A.5.2 The Board recognizes the professional competence of teachers and welcomes their participation where possible in the development and organization of courses for secondary schools.
- A.5.3 Teacher application forms and Acceptance of Position Forms for all teachers who are subject to this agreement shall be accessible to the Chair of the Negotiating Team and/or the President of OSSTF, District 16, with the written consent of the teacher concerned.
- A.5.4 A teacher or designate shall have access during normal business hours to all his/her personal data maintained on file by the Board. The teacher or designate shall have the right to make copies of any material contained in such files.
- A.5.4.1 Effective September 1, 1998, the Board will make every attempt to ensure that a teacher receives copies of any materials placed in any of his/her personnel files.
- A.5.5 Documents contained in a teacher's personnel file which are of a disciplinary nature shall be removed from the file three (3) years after their date of issue, provided that there is no recurrence of behaviour requiring additional disciplinary action.

A.5.6 This Collective Agreement shall form part of the individual contract of employment between the Board and each teacher employed on any form of contract who is a member of District 16, and the individual contract shall be deemed to form part of this Collective Agreement.

A.5.7 There shall be no strike or lock-out during the term of the Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

A.5.8 The Board and teachers recognize that supervision of school dances and extracurricular activities shall continue on a voluntary basis.

A.6.0 Just Cause

A.6.1 No teacher shall be demoted, suspended, disciplined or dismissed without just cause.

A.6.2 If the Board requires a teacher to meet with his/her supervisor in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present.

A.7.0 GRIEVANCE PROCEDURE

A.7.1 The purpose of this Article is to establish a prompt and equitable procedure for the settlement of grievances.

A.7.2 Definitions

A.7.2.1 A "grievor" shall mean the Board, a teacher or group of teachers (e.g. one school) or District 16 filing a grievance.

A.7.2.2 A "complaint" shall mean a difference in interpretation, application or alleged violation of this agreement.

A.7.2.3 A "grievance" shall mean a complaint specified on a written grievance form or a grievance initiated under the provisions of A.7.6.

A.7.3 A teacher who has a complaint may discuss it with his/her principal or immediate supervisor if other than a principal. Such complaint shall be brought to the attention of the principal/supervisor within ten (10) instructional days of the incident giving rise to the complaint or circumstances giving rise to the complaint having come or ought to have come to the attention of the teacher. The principal/supervisor shall state his/her answer verbally within five (5) instructional days of receiving the complaint.

A.7.4 Step 1

If any of the parties in A.7.3 are dissatisfied with the answer to the complaint, the complainant and/or OSSTF may refer such matter on a written grievance form to the Superintendent of Employee Services who shall answer the grievance in writing within ten (10) instructional days. The complaint shall constitute a formal grievance at Step 1, and shall be filed within ten (10) instructional days of receipt of the reply of the principal or immediate supervisor to the complaint. The grievance shall specify the article or articles and subsections of this agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the teacher and/or OSSTF.

Either party can request that a meeting take place prior to a reply being given at Step 1. The meeting will include the grievor, the Federation Representative, the Superintendent of Employee Services and the principal and/or his/her designate.

A.7.5 Step 2

If no settlement is reached at Step 1, the teacher, representatives of District 16 and of the Board shall meet within fifteen (15) instructional days of receipt of the reply of the Superintendent of Employee Services to present the grievance to the grievance panel of trustees. If the grievance is not settled within ten (10) instructional days, it may be referred to arbitration as provided in A.8.0. When the grievance panel of trustees meet to make their decision, no teacher or other participant in the discussion shall be present.

- A.7.6 District 16 or the Board may initiate a grievance relating to the interpretation, application or alleged violation of this agreement, beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) instructional days of the incident giving rise to the grievance having come or ought to have come to the attention of the grievor and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under A.8.0 by either District 16 in the case of a District 16 grievance or the Board in the case of a Board grievance.
- A.7.7 Teachers and District 16 are required to follow the procedures laid down in this article in respect of a grievance and District 16 and/or any teacher, as the case may be, who appeals directly to any trustee of the Board shall thereby forfeit all rights under this article.
- A.7.8 Time limits specified in the Grievance Procedure may be amended by mutual agreement in writing by the parties to the grievance.
- A.7.9 If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.
- A.7.10 Parties to the grievance shall furnish one another with any pertinent information relevant to the grievance.
- A.7.11 Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, 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 in the grievance procedure 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/ arbitration procedure shall continue from the point at which they were frozen.

A.8.0 ARBITRATION

- A.8.1 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any Grievance Procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to the Arbitration Board and shall be delivered to the other within fifteen (15) instructional days of the reply under Step 2. The recipient party shall, within fifteen (15) instructional days, advise the other of the name of its appointee to the Arbitration Board.
- A.8.2 The two appointees so selected shall, within five (5) instructional days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair, within the time limit, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it. The decision of the Arbitration Board shall govern. If there is no majority, the decision of the Chair shall rule. The powers of the Arbitration Board shall be as established under the Ontario Labour Relations Act.
- A.8.3 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as a single arbitrator or as a member of the Arbitration Board.
- A.8.4 Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties will jointly share the expenses of the Chair of the Arbitration Board, if any.

- A.8.5 The Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a regulation thereunder or the provisions of this agreement, nor to alter, modify, add to or amend any part of this agreement.
- A.8.6 Time limits specified in the Arbitration Procedure may be amended by mutual agreement in writing by the parties to the arbitration.

A.9.0 FEDERATION FEES

- A.9.1 On each pay date on which a teacher is paid, the Board shall deduct from each teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board.
- A.9.1.1 The OSSTF dues deducted in Article A.9.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, the employee identification number, annual salary, and the amounts deducted.
- A.9.2 The Board also agrees to deduct District 16 dues from its teachers on a semi-annual basis or as otherwise mutually agreed and to forward these to District 16.
- A.9.2.2 Dues specified by District 16 in Article A.9.2 shall be deducted and remitted to the Treasurer, District 16 at 15260 Yonge Street, Box 190, Aurora, Ontario, L4G 3H3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers and the amounts deducted.
- A.9.3 Pursuant to A.9.1 and A.9.2 OSSTF and District 16 must inform the Board no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.

- A.9.4 OSSTF and or District 16, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and or District 16.

A.10.0 PROBATIONARY PERIOD

A newly hired teacher shall serve a probationary period of one year with an extension of the period for absences exceeding 30 days in the probationary year. The Board reserves the right to extend the probationary period to a two-year period when the performance of the teacher does not meet expectations.

PART B - SALARY

B.1.0 SALARY CATEGORIES

- B.1.1 A teacher shall be paid in the category as determined by his/her Certification Rating Statement with exceptions noted below.
- B.1.2 The teacher has the responsibility of reporting his/her Certification Rating Statement or any change therein to the Superintendent of Employee Services.
- B.1.3 When a teacher completes all the requirements for raising his/her salary category prior to September 1 of any year, he/she shall be paid the higher category rate subject to the provision of this agreement effective September 1 of that year on the condition that the new Certification Rating Statement is filed with the Board by December 31 or, if this is impossible through no fault of the teacher, that a "notice of expected change" along with an explanation of the delay in filing the new Certification Rating Statement is filed with the Board by December 1 of that year. Failing this, the salary increase shall be made effective on the 1st day of the month following the month in which the new Certification Rating Statement was filed with the Board.

B.1.4 Reporting Category Change

- B.1.4.1 Where the qualification required for raising a salary category is completed during the period September 1 to December 31 of any year, the increase in salary shall be effective January 1 of the next year provided the Certification Rating Statement is filed with the Board prior to May 1 of the year in which the increase is to be effective.
- B.1.4.2 If the Certification Rating Statement is filed on or after May 1, the increase in salary shall be effective September 1 of the calendar year in which the Certification Rating Statement is filed.
- B.1.4.3 Any amendment in the official Certification shall, for the purpose of this agreement, be effective on September 1, following the adoption of the amendment, subject to agreement of the parties.
- B.1.5 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, teaching experience and responsibility.
- B.1.6 Teachers shall make available to the Board through their principal documentation of their qualifications and experience.

B.2.0 PLACEMENT ON GRID

- B.2.1 Secondary or elementary school teaching experience in Ontario as a permanent or probationary employee on a full time basis is used to find the step on the grid. This is to be adjusted by the following:
- B.2.2 Teaching experience in other schools or jurisdictions other than in Ontario may be used at the discretion of the Director to establish the step on the grid at the time the teacher is entering the system. A statement of equivalency from the Ministry of Education of Ontario shall be acceptable.

B.2.3 Teaching experience in fractions of years (part time or part year) shall be converted to fractions of a step on the grid as of the beginning of each school year provided that they were a regular day school teacher or an occasional teacher for a continuous period of 21 days or more either with the York Region District School Board or its predecessor boards or with another Board of Education or with any newly formed District School Board as defined by Bill 160, or with any of their predecessor boards. Experience for a part of a year may not be counted during the same school year but may be credited as of the next school year in those cases where a teacher joins the Board on some date other than September 1 and where the teacher had experience during the school year in which he/ she joined the Board.

B.2.4 For a teacher who accepts a temporary non-teaching assignment with the Board, the time covered by the temporary assignment shall be counted as experience.

B.2.5 Related Experience

B.2.5.1 Related Experience is defined as experience in which the content is directly related to the subject taught at the time of hiring.

B.2.5.1.1 Teachers may only apply for related experience at the time of hiring. For purposes of placement on the grid, related experience will be credited at the rate of two (2) years of related experience equal to one (1) year of teaching up to a maximum of five (5) years. The onus shall be on the teacher to provide verification of the type and length of experience.

B.2.5.2 For teachers employed effective September 1977 or subsequently, related experience over and above the requirements for admission to a course leading to Technological Studies qualifications as set out in Regulation 184 at an Ontario Faculty of Education, shall be credited at the time of hiring at the rate of two (2) years of related experience equal to one (1) year of teaching up to a maximum of five (5) years.

B.2.6 Where on the basis of reports from the principal and/or Superintendent of the area, the teacher is deemed to have given service that is less than satisfactory, the teacher may be held on the same step in the grid for one (1) year. However, the teacher shall be notified of the Board's intention to hold him/her on the same step prior to March 31 and shall be given a written statement of the reasons why the service is not deemed to be satisfactory.

B.2.7 The teacher who has been held at the same step on the grounds of unsatisfactory service shall be placed at the position on the grid he/she would have reached had he/she not been held on the same step should his/her service in the subsequent year be considered satisfactory.

B.3.0 SALARY SCHEDULE

B.3.1 Secondary Grid:

Effective September 1, 1998 - August 31, 2000

Step Category 1 Category 2 Category 3 Category 4

YEAR

0	32,311	33,381	36,028	37,733
1	34,548	35,851	38,771	40,753
2	36,785	38,320	41,511	43,768
3	39,018	40,790	44,254	46,789
4	41,253	43,262	46,997	49,811
5	43,490	45,731	49,737	52,824
6	45,724	48,201	52,482	55,846
7	47,961	50,670	55,224	58,866
8	50,196	53,142	57,967	61,887
9	52,430	55,609	60,709	64,904
10	54,671	58,079	63,447	67,923

B.4.0 ADDITIONAL DEGREE ALLOWANCES

B.4.1 An allowance shall be paid to a teacher for one additional degree only, subject to the following:

- B.4.1.1 a degree must be an additional degree beyond any degree for which credit is given in category placement;
- B.4.1.2 the degree of highest standing shall be the one recognized for the allowance;
- B.4.1.3 C.A., R.I.A., C.G.A. and any other professional appellation which is deemed appropriate by the Director and which is specifically agreed upon by the Board and District 16 will be paid an additional degree allowance;
- B.4.1.4 any degree which, in the opinion of the Director, is not equivalent to the corresponding degree from a recognized Canadian university may be ruled by him/her as ineligible for an additional degree allowance; but a statement of equivalency from the Ministry or from any Canadian university shall be accepted;
- B.4.1.5 any degree not specifically mentioned in B.4.2 which in the opinion of the Director is the equivalent of one of the degrees referred to in the said article shall earn the allowance shown by the degree to which it is considered equivalent;
- B.4.1.6 no allowance shall be paid for an honorary degree;
- B.4.1.7 the onus is on the teacher to claim and to prove the conditions stated within one (1) year of completion of the degree.
- B.4.2 The allowance for an additional degree, subject to B.4.1, shall be as follows for September 1, 1998 to August 31, 2000:
- | | |
|--|---------|
| Ph. D. or Ed. D. | \$1,114 |
| Master's Degree | \$ 877 |
| Second Bachelor's Degree
(if the content is directly related to the subject taught) | \$ 317 |
| B.Ed. | \$ 317 |

(only if granted for not less than four (4) full courses in addition to first degree and gained beyond the year of teacher training)

Professional Appellations \$ 472
(as defined in B.4.1.3)

B.5.0 METHODS OF PAYMENT

B.5.1.1 Three point eight five percent (3.85%) of the teacher's annual salary shall be paid on the first Friday after Labour Day and every second Friday thereafter. The remainder of whatever the teacher shall have earned to the end of the school year shall be paid on the last school day in June, or 14 days after the penultimate pay in June whichever is later. In any instance the final pay will be no later than June 30.

If any pay date is not a normal banking day, then the appropriate salary shall be paid on the last normal banking day preceding the day stipulated above.
(1991)

B.5.1.2 New hires will be paid on the regularly scheduled pay date that falls at most 28 calendar days after the first teaching day.

B.5.2 The salary shall be deposited at the bank branch of the teacher's choice.

If the teacher requests that his/her salary be deposited in a trust company or credit union which is not on the CIBC electronic network (service code 1), he/she may not receive his/her salary on the regular pay dates as specified in B.5.1.1. The funds will be deposited at a later date whenever the processing of the pay by the banking institution is completed. The teacher assumes full responsibility with regards to any consequences which arise from choosing an institution which is not on the CIBC electronic network (service code 1).

If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred, such additional charges will be deducted from the teacher's salary.

PART C - BENEFITS

C.1.0 INSURED EMPLOYEE BENEFITS

C.1.1 A teacher who is approved for a leave under this collective agreement may retain his/her membership in any plan to which he/she was registered. Teachers will be required to pay their benefit premiums in lump sum payments as follows:

- (a) for leaves of absence of one year or less: the teacher shall have one lump sum payment of the Board and employee share of the benefit premium costs deducted from the penultimate pay prior to the commencement of the leave. If this pay is insufficient to cover the full cost of the premiums, the remainder shall be taken from the last pay prior to the leave.
- (b) for leaves of absence longer than one year: the benefit premium costs shall be paid by the teacher in two lump sums:
 - (i) the first lump sum payment shall be taken in the same manner as C.1.1(a) and shall cover the benefit premium costs for the first year of the leave;
 - (ii) the second lump sum payment shall be required on the first day of the second year of the leave for the remainder of the leave.
- (c) In the case of leaves of absence which require the Board to continue paying its share of the benefit premium costs, the teacher will only be required to pay the employee cost of the benefit premiums.

C.1.2 The Board will subsidize to the extent of 100% of the premium for a semiprivate hospital plan.

C.1.3 The Board shall subsidize to the extent of 100% of the premium for the existing Extended Health Benefit Plan or equivalent (such plan to include provision for vision care to the extent of \$200 per prescription in any two consecutive calendar years.)

C.1.4 Term Insurance

C.1.4.1 The Board will subsidize the term insurance plan to the extent of 100% of the premium cost for double salary coverage.

C.1.4.2 Double salary coverage shall be a condition of employment for all teachers unless presently employed and uninsurable.

C.1.4.3 Triple insurance coverage may be carried by a teacher, subject to the enrolment requirements of the insurance carrier, with the teacher paying the total difference in premium from double salary coverage to triple salary coverage.

C.1.5 Dental Plan

C.1.5.1 For the period of this agreement, the Board will subsidize to the extent of 100% of the premium for Manulife Financial Basic Dental Plan or mutually acceptable equivalent with 1998 Ontario Dental Association schedule of fees for General Practitioners. This is a condition of employment for all new teachers, unless at the time of hiring the teacher has coverage in the name of his/her spouse.

C.1.5.2.1 A teacher may, subject to the enrolment requirements of the insurance carrier, acquire the following additional plans with the total premium for the additional plans being paid by the teacher.

C.1.5.2.2 A major restorative rider, reimbursed at a level of 50% with a maximum combined with the basic plan of \$5,000.00 per person annually.

C.1.5.2.3 An orthodontic rider, reimbursed at a level of 50% with an annual maximum of \$1,500.00 per person and a lifetime maximum of \$3,000.00 per person.

C.1.6 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a teacher who retires from the Board prior to age 65 may continue membership in a retiree Group Benefit Plan at the time of retirement. Also, a teacher who is on LTDI may retain membership in a Group Benefit Plan at the time he/she is placed on LTDI, until he/she attains the age of 65 years. The retired teacher and/or teacher on LTDI must pay the full premium to maintain his/her participation and coverage under the group contracts.

C.1.7. LTD FLEX PLAN

C.1.7.1 The Board agrees to remit premiums to the carrier of the Long Term Disability Insurance Flex Plan made available to teachers in accordance with the terms and conditions of the carrier.

C.1.7.2 Participation in the Long Term Disability Insurance Flex Plan shall be a condition of employment for all teachers currently participating in the plan or any newly hired teachers.

C.1.7.3 Notwithstanding C.1.7.2, teachers who have indicated their intention to retire may also request that premiums not be deducted and remitted within the length of the plan's waiting period.

C.1.7.4 Participating teachers shall contribute one hundred percent (100%) of the premium cost.

C.1.8 BENEFIT PREMIUM PAYMENT FOR TEACHERS ON LEAVES

C.1.8.1 Teachers who go on leave of absence, including maternity and parental leaves, will be required to pay their benefit premiums in lump sum(s).

- (a) for leaves of 1 year or less - all benefit premiums will be paid in one lump sum to be taken from the penultimate pay. If this pay is insufficient to cover the full cost of the premiums, the remainder shall be taken from the last pay prior to the leave.

- (b) for leaves greater than one year - all benefit premiums will be paid in two lump sums. The first payment will be taken in the same manner as in (a). The second lump sum payment will be required on the first day of the second year of the leave.

C.1.8.2 Failure to abide by these conditions will result in the immediate termination of LTDI coverage and all benefits coverage.

C.1.8.3 In the case of leaves of absence which require the Board to continue paying its share of the benefit premium costs, the teacher will only be required to pay the employee cost of the benefit premiums.

C.1.8.4 This payment scheme covers all benefits employees must pay while on leave.

C.1.9 PRO-RATING OF BENEFITS

Part-time teachers teaching half-time or more will have their benefits determined as though they were full-time.

Part-time teachers teaching less than half-time will participate on a pro-rated basis commencing September 1, 1999.

C.2.0 CUMULATIVE SICK LEAVE PLAN

C.2.1 Administration

C.2.1.1 The system shall be administered by the Director and subject to the final authority of the Board.

C.2.1.2 The Director shall keep a register or registers in which shall be entered the credits, the accumulated credits, and the deductions therefrom, and shall supply each teacher with a current statement before November 30 of each year.

C.2.1.3 Permanent part-time teachers shall benefit under the plan on a pro-rata basis of the time employed and salary.

C.2.1.4 For the purposes of the sick leave plan and retirement gratuity the working year shall be September 1 to June 30 of the succeeding year.

C.2.2 Credits

C.2.2.1 The Sick Leave account of each teacher shall be credited with 2 days per month, 20 days per year, on September 1 of each year, in advance.

C.2.2.2 There shall be a maximum accumulation of 250 days for sick leave purposes. In accordance with Bill 44 of 1968 in those cases where the credit in an employee's account exceeds this figure on June 30, 1969 the maximum shall be this figure plus 20 days after the addition in C.2.2.1 is made. For a teacher commencing employment after the first day of the working year, the Sick Leave Credit shall be pro-rated at the stated rate per month from the date of commencing employment until the end of the working year.

C.2.2.3.1 For a teacher commencing employment after the first day of the working year, the Sick Leave Credit shall be pro-rated at the stated rate per month from the date of commencing employment until the end of the working year.

C.2.2.3.2 For a teacher ceasing employment or going on leave before completion of the year, the allowance shall be pro-rated according to the number of months worked.

C.2.2.3.3 Part-time teachers or teachers whose percentage assignment changes during the school year will have their current year sick leave credit pro-rated.

C.2.2.3.4 For a teacher who has reached the age 65 and who has applied for an extension, the sick leave and retirement gratuity credits at the time he/she would normally have retired shall be available at the discretion of the Board. If the teacher applies to have these credits made available and the Board refuses, the teacher may immediately claim any retirement gratuity credits which would have been payable if no extension had been requested.

- C.2.2.4.1 The transfer of credits where a teacher has formerly been an employee of another municipality or local board as provided by the Education Act, RSO 1990, shall be made when proof of the credits is supplied to the Director.
- C.2.2.4.2 The transfer of credits where a teacher has formerly been an employee of a school board in another province may be made when proof of the credits is supplied to the Director.
- C.2.2.5.1 No credit shall be made under the provisions of C.2.2.4.1 if the teacher received from a former employer a service gratuity or other allowance paid in respect to accumulated sick leave.
- C.2.2.5.2 No transfer of leave shall be made in the case of any such teacher who has been superannuated or retired from his/her former position because of age or ill health.
- C.2.2.6 When a teacher of this Board becomes an employee of another board or municipality, he/she shall be supplied with a statement of his/her sick leave credit, for transfer purposes.
- C.2.2.7 No days shall be credited to teachers on leave of absence, on educational leave or on sabbatical leave.
- C.2.2.8 In the event of re-employment, the Board shall reinstate the accumulated sick leave credits held by the teacher on resignation but not any retirement gratuity credits held on resignation, provided that, following resignation, the teacher did not transfer his/her sick leave days to another board, municipality or organization with a reciprocal sick leave plan.
- C.2.2.9.1 In the event of the employment of a person who has credits in a sick leave account (established by another Board or authority), and who has not disqualified himself/ herself under Section 180 of the Education Act, RSO 1990, the Board may at its discretion reinstate the cumulative sick leave credit held by the teacher on resignation.

C.2.2.9.2 There shall be credited to every teacher employed on the date of the passing of this resolution the number of days in sick leave credit standing to the credits of such teacher pursuant to any previous sick leave plan in lieu of the sick leave credit under such previous plan.

C.2.3 CHARGING OF SICK LEAVE CREDITS

The sick leave account of each teacher shall be charged in accordance with the following:

C.2.3.1 A teacher shall not be entitled to receive payment for his/her services while absent owing to illness unless there is in his/her sick leave account to his/her credit sick leave credit days in respect of which payment is made.

C.2.3.2 The sick leave account shall be charged with each day of absence for which payment is made, except as provided in C.2.4.3

C.2.3.3 The application to the Director for payment for periods of illness shall be submitted through the normal channels. When the illness is for a period not exceeding five days, this absence may be certified by the Superintendent of Schools under his/her authority. When the period of absence exceeds five days in any one month or when the Superintendent requests it, a medical certificate shall be supplied, and the Superintendent shall have the right to direct that this certificate be supplied by a doctor retained by the Board. When the illness is for a period exceeding five days, it shall be certified in writing by a duly qualified medical or dental practitioner. When the illness is for a period exceeding three months, it shall be certified by a duly qualified medical or dental practitioner appointed for such purpose by the Board.

C.2.3.3.1 All detailed medical information shall be maintained in a separate file by the Board's Superintendent of Employee Services or designate. Teachers' personnel files will not contain copies of detailed medical information.

- C.2.3.3.2 Pursuant to Article C.2.3.3.1, the Board shall establish a separate medical information file and shall relocate such detailed medical information from personnel files immediately upon identification.
- C.2.3.4 There shall be no deduction from pay but a teacher absent from duty may have charged to his/her sick leave account absences up to the maximum indicated because of:
- C.2.3.4.1 the severe illness or death of a mother, father, husband, wife, child (maximum 3 days),
 - C.2.3.4.2 writing of examinations (maximum 1 day per exam)
 - C.2.3.4.3 teacher's own convocation or convocation of teacher's spouse, teacher's son, teacher's daughter, (maximum 1 day for each occasion)
 - C.2.3.4.4 moving (maximum 1 day per year)
 - C.2.3.4.5 funeral (maximum 1 day per occasion)
 - C.2.3.4.6 birth of male teacher's child (maximum 5 days), at the discretion of the Director.
- C.2.3.5 The principal may, at his/her discretion, charge to the sick leave account a permitted absence from employment of a teacher for reason of an emergency. Each such absence shall be reported to the Board.

C.2.3.6.1 The Director may, at his/her discretion, charge to the sick leave account a permitted absence from employment when such absence results from urgent personal problems or exceptional circumstances, but each such absence shall be reported to the Board. This could include urgent personal business which can be conducted only on a school day, and donated service of an exceptional nature to a national organization where the prime objective is service to young people. The donated service must be such that the teacher's position or special talents make him/her the logical person to carry out the task. Work of service clubs would not normally qualify.

C.2.3.6.2 A teacher may within 30 days from the date of any decision respecting his/her sick leave credits, or charges made against them, appeal such a decision by grieving according to the established procedure.

C.2.3.7 The provisions of C.2.3.4 - C.2.3.6 shall be administered in accordance with Employment Insurance regulations.

C.2.4 TEACHER ABSENCES

C.2.4.1 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary, deducting from cumulative sick leave the number of days equivalent to the fraction of salary between compensation payments and full salary. Payments by the Workplace Safety Insurance Board shall be made to the school board. If such teacher is unable to be further employed by the Board owing to such injury or accident, the teacher shall thereafter receive full salary up to the limit of his/her cumulative sick leave credits.

- C.2.4.2 Leave of absence without pay may be requested by the teacher before March 1 for the following year and shall be granted at the discretion of the Director provided there seems good reason for such leave rather than a resignation. Under exceptional circumstances leave of absence without pay may be granted at any time on the recommendation of the Director. During such leave no fringe benefits shall be paid and no sick leave credits shall accrue. If a teacher returns to the Board within a two year period, there shall be full reinstatement of sick leave credits. The teacher's return would normally be at the beginning of a term or whenever a suitable vacancy was available.
- C.2.4.3 There shall be no deduction from either pay or the sick leave account of a teacher absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, provided that the teacher pays the Board any fee exclusive of traveling allowance and living expenses that he/she receives as a juror or as a witness.
- C.2.4.4 There shall be no deduction from either pay or sick leave account of a teacher absent from duty by reason of:
- (i) quarantine, providing the teacher is not the person who is ill;
 - (ii) attendance at conferences and conventions as approved within Board policy;
 - (iii) participation in professional development programs within the policy of the Board and approved by the Superintendent of Schools.
- C.2.4.5.1 There shall be no deduction from either pay or the sick leave account of a teacher absent from duty by reason of an observance of a religious holiday. This shall apply only to the first three (3) days used by a teacher for this purpose.

C.2.4.5.2 For the purposes of an observance of a religious holiday, there shall be no deduction from pay for absences of an additional two (2) days, but a teacher absent from duty for these two (2) days shall have these days charged to his/her sick leave account.

C.3.0 RETIREMENT GRATUITY

C.3.1 Retirement age shall be in accordance with Board Policy as established from time to time.

C.3.2.1 A teacher retiring for age or health reasons shall be paid a gratuity sum based on:

- (i) annualized salary at the time of retirement
- (ii) number of days in the retirement gratuity account.

C.3.2.2 A teacher retiring for health reasons shall obtain a medical certificate stating the need for such early retirement from a doctor named by Board. A teacher who immediately on retirement receives a disability pension in accordance with the provisions of the Teachers' Pension Act shall be considered to have retired for health reasons. No gratuity shall be payable if retirement is due to pregnancy.

C.3.2.3 A teacher retiring for age shall include those teachers whose combined age and years of credit in the Teachers' Pension Fund totals at least 80, or who are eligible to receive a pension immediately upon retirement from the Board in accordance with the provisions of the Teachers' Pension Act.

C.3.3 The credit in the retirement gratuity account shall be calculated as follows:

C.3.3.1 At the end of each year the number of days added to the retirement gratuity account with respect to that year shall be one-half of the unused sick leave credit of that year as provided in C.2.3 and C.2.4 .

C.3.3.2 The maximum amount which can be accumulated in the gratuity account shall be 100 days.

C.3.3.3 Absence shall affect the gratuity account only when the number of days in the sick leave account falls so as to equal the number of days in the gratuity account at which time each account shall be reduced by one day for each day's absence.

C.3.3.4 No sick leave transfer credits from another Board shall earn credit in the gratuity account, but in the case of teachers of former York County boards as of December 31, 1968 (or Retarded Children's Authorities), there shall be an initial credit of six days for each year of unbroken service in which the former board had a cumulative sick leave scheme with a retirement provision in effect, up to a maximum of 30 days or 50% of the sick leave credits initially credited under C.2.2.9.2, whichever is the smaller. If any teacher has a credit under a former plan in excess of this amount the greater figure shall be used.

C.3.4 Calculation of Gratuity

Calculation of gratuity will be the total of C.3.4.1.1 and C.3.4.1.2.

C.3.4.1.1 For service up to August 31, 1976:

No. of days in gratuity account accumulated under provisions of Policy #57 Annualized salary at X time of retirement

200

C.3.4.1.2 For service after September 1, 1976:

No. of days in gratuity account accumulated under provisions of C.2.0 / 200 Annualized salary at time of retirement % in C.3.4.1.3

C.3.4.1.3 The following table shall be used for calculating gratuity amounts:

Total Number of uninterrupted years of service with York Region incl. predecessor boards	Percentage Payable in accordance with C.2.0
up to 5 years	0
5 years	10
6	16
7	22
8	28
9	34
10	40
11	46
12	52
13	58
14	64
15	70
16	76
17	82
18	88
19	94
20	100

No payment shall be made unless the teacher has five or more years.

C.3.4.2.1 Subject to C.3.4.2.2, the gratuity shall be payable in one payment within thirty-five (35) days of retirement or on January 15 of the following year at the option of the teacher.

C.3.4.2.2 A teacher who intends to retire must provide two (2) months written notice prior to the date of retirement. If such notice is not received, any retirement gratuity owing will be paid up to two (2) months after the date of retirement.

C.3.4.3 Notwithstanding provisions for accumulation of gratuity days to the employee's account, the gratuity days paid may not exceed 50% of the credit in the sick leave account.

C.3.5 In the event of the death of a teacher while in the service of the Board a calculation shall be made of the service gratuity which would have been paid to the teacher had he/she retired on the date of his/her death and this shall be paid to his/her personal representative or next of kin at the discretion of the Board.

C.4.0 GENERAL - SICK LEAVE AND RETIREMENT GRATUITY PLANS

C.4.1 In the event of illness a teacher shall be paid at his/her regular per diem rate of pay until the number of days standing to the credit of his/her sick leave credit account has been exhausted.

C.4.2 The sick leave register may be examined by any teacher on such day or days of the year as determined by the Board and no teacher may examine the sick leave ledger except as it concerns his or her credit. A statement of the teacher's credits in the sick leave account and the retirement gratuity shall be supplied once a year.

C.4.3 The benefits provided by this plan are gratuitous and are not to be vested in the teacher.

C.4.4 Payment of benefits provided by this plan may be withheld if, in the opinion of the Board, the absence is the result of improper conduct by the teacher, or if in the opinion of the Board, employment has been terminated for cause.

C.5.0 SPECIAL LEAVE OF ABSENCE

C.5.1 Special leave may be granted for purposes of parental leave or for purposes of study or travel or for such other reasons as may seem appropriate to the Board.

C.5.2 Application for special leaves of absence shall be presented to the Board. The Board shall notify the applicant of its decision.

- C.5.3 Teachers on special leave of absence shall not be paid a salary or employee benefits during the period of the leave, but they may retain their membership in any insurance plan by paying full premiums where this is within the Board's contract with the insurer.
- C.5.4 A teacher on special leave of absence is considered to be in the employment of the Board and may not accept employment with another board either during the leave or on its conclusion unless the Board has accepted the teacher's resignation.
- C.5.5 A teacher who has been granted a special leave which ends in August of any year shall notify the Board prior to March 1 of that year whether he/she intends to return to employment with the Board in the following September.
- C.5.6.1 Following the teacher's return to duty, the teacher shall be guaranteed the same position at the same school provided the leave is for one year or less.
- C.5.6.2 If the leave is for more than one year, the teacher shall be guaranteed a position with the Board.

C.6.0 PREGNANCY/PARENTAL LEAVE

- C.6.1 Pregnancy/Parental Leave will be granted pursuant to the Employment Standards Act in effect at the time the leave is requested.
- C.6.2 Such leave shall not qualify any teacher for payment from the Sick Leave Plan.
- C.6.3 Pursuant to the terms of the Act, a teacher shall notify the principal as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.
- C.6.4 The teacher shall not work and the Board shall not cause or permit her to work until at least six weeks after the delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.

- C.6.5 Any teacher returning from Pregnancy/ Parental Leave shall return to the same school/department and position.
- C.6.6 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Pregnancy/Parental Leave.
- C.6.7 A teacher returning from Pregnancy/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.
- C.6.8 A teacher returning from Pregnancy/Parental Leave shall have existing sick leave benefits and retirement gratuity credits fully reinstated.

C.7.0 INFANT CARE LEAVE

- C.7.1 A teacher must have been employed by the Board for at least three years and have passed his/her probationary period to be eligible for an Infant Care Leave following a Pregnancy/ Parental Leave. The application should be made at the same time as the teacher applies for Pregnancy/Parental Leave or no later than 30 days prior to the date the Pregnancy/ Parental Leave is to end.
- C.7.2 If a teacher does not plan to take a Pregnancy/Parental Leave for reasons of being on vacation, holidays or leave, the teacher may still apply for Infant Care Leave but such leave shall commence only on the first school day following the expected date of delivery.
- C.7.3 The application for Infant Care Leave shall include the expiration date of the leave which shall be in accordance with C.7.5.1 or C.7.5.2.
- C.7.4 Except as set out in C.7.2, Infant Care Leave shall commence immediately following the last day of Pregnancy/Parental Leave.

- C.7.5.1 In non-semestered schools, where a teacher's Infant Care Leave or a combined Pregnancy/ Parental/Infant Care Leave ends on (a) December 31 or February 1 or at the end of a term or (b) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year.
- C.7.5.2 In semestered schools, where a teacher's Infant Care Leave or a combined Pregnancy/Parental/ Infant Care Leave ends on (a) the end of a semester or (b) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year.
- C.7.6 The sum of a Pregnancy/Parental/Infant Care Leave granted under this Collective Agreement shall not exceed two years.
- C.7.7 A teacher on Infant Care Leave shall not be paid employee benefits during the period of leave. Such teacher may retain his/her membership in any plan to which he/she was registered by paying full premiums applicable where this is within the terms of the insurer.
- C.7.8 A teacher returning to employment with the Board during the same school year in which the Pregnancy/Parental/Infant Care Leave began shall have the right to return to the same school/department and position, where practicable, but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same school year, the teacher may be given a position in the same school/department if this is practicable but there is no guarantee of such placement.
- C.7.9 A teacher on Pregnancy/Parental Leave and/or Infant Care Leave is considered to be in the employment of the Board and may not accept employment with another Board, either during the leave or at its conclusion, unless the Board has accepted his/her resignation.

C.7.10 A teacher returning from Infant Care Leave shall have existing sick leave benefits and retirement gratuity credits fully reinstated.

C.8.0 ADOPTION LEAVE (PARENTAL)

C.8.1 Adoption/Parental Leave will be granted pursuant to the Employment Standards Act in effect at the time the leave is requested.

C.8.2 A teacher shall be eligible for an Adoption/Parental Leave according to the provisions of the Employment Standards Act in effect at the time the leave is requested.

C.8.3 Such leave shall not qualify any teacher for payment from the Sick Leave Plan.

C.8.4 Any teacher commencing an Adoption/Parental leave of 18 weeks or less shall return to the same school/department and position.

C.8.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Adoption/Parental Leave.

C.8.6 A teacher returning from Adoption/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.

C.8.7 A teacher returning from Adoption/Parental Leave shall have existing sick leave benefits and retirement gratuity credits fully reinstated.

C.9.0 CHILD CARE LEAVE

C.9.1 A teacher must have been employed by the Board for at least three years and have passed his/her probationary period to be eligible for a Child Care Leave following an Adoption/ Parental Leave. The application should be made at the same time as the teacher applies for Adoption Leave or no later than 30 days prior to the date the Adoption/Parental Leave is to end.

- C.9.3 The application for Child Care Leave shall include the expiration date of the leave which shall be in accordance with C.9.5.1 or C.9.5.2.
- C.9.4 Except as set out in C.9.2, Child Care Leave shall commence immediately following the last day of Adoption/Parental Leave.
- C.9.5.1 In non-semestered schools, where a teacher's Child Care Leave or a combined Adoption/Parental/Child Care Leave ends on (a) December 31 or February 1 or (b) August 31, the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year.
- C.9.5.2 In semestered schools, where a teacher's Child Care Leave or a combined Adoption/Parental/Child Care Leave ends on (a) the end of a semester or (b) August 31, the teacher shall be given credit for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year.
- C.9.6 The sum of an Adoption/Parental/Child Care Leave granted under this Collective Agreement shall not exceed two years.
- C.9.7 A teacher on a Child Care Leave shall not be paid employee benefits during the period of leave. A teacher may retain his/her member-ship in any plan to which he/she was registered by paying full premiums applicable where this is within the terms of the Board's contract with the insurer.
- C.9.8 A teacher returning to employment with the Board during the same school year in which the Child Care Leave began shall have the right to return to the same school/department and position, if practicable but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same school year the teacher may be given a position in the same school/department if this is practicable but there is no guarantee of such placement.

- C.9.9 A teacher returning from Child Care Leave shall have existing sick leave benefits and retirement gratuity credits fully reinstated.

C.10.0 MATERNITY LEAVE SEB PLAN

- C.10.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by teachers covered by this collective agreement from the Canada Employment and Immigration Commission for temporary unemployment caused by Pregnancy or Adoption Leaves.
- C.10.2 The teacher must apply for and be in receipt of E.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission before SEB becomes payable and must also be eligible for pregnancy or adoption leave under the Ontario Employment Standards Act.
- C.10.3 An application for SEB must be made by the teacher on a form to be provided by the Board. The teacher shall provide verification of the approval of the E.I. claim.
- C.10.4 The teacher shall sign an agreement with the Board indicating:
- (a) that the teacher will return to work (prior to submitting any resignation) and remain in the service of the Board for a period of one year after returning from the teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and
 - (b) that should the teacher not comply with (a) above the teacher shall reimburse to the Board any monies paid to the teacher under this SEB Plan.

- C.10.5 Effective September 1, 1995, the two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to a teacher under this plan is 100% of approved E.I. benefit for the two-week period. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of employees' normal weekly earnings.
- C.10.6 SEB payments will be financed by the employer. A separate accounting will be kept on SEB payments.
- C.10.7 On termination of the plan all remaining assets will revert to the employer or be used for payments under the plan or for administrative costs of the plan.
- C.10.8 Employees do not have a right to SEB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.
- C.10.9 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

PART D STAFFING

D.1.0 STAFF ALLOCATION

- D.1.1 It is agreed that the secondary staffing for 1998-1999 shall be 1784 FTE as allocated by the Staffing Advisory Committee.
- D.1.1.1 It is agreed that the full complement of staff referenced in Article D.1.1 shall be allocated by the Staffing Advisory Committee no later than the beginning of Semester 2 in semestered schools and the beginning of Term 2 or another suitable time as determined by the Staffing Advisory Committee in non-semestered schools.
- D.1.2 It is agreed that the secondary staffing for 1999-2000 shall be 1795 FTE as allocated by the Staffing Advisory Committee.
- D.1.3.1 If the staffing required on a Region-wide basis is higher than as per Article D.1.2 and if Principals of individual schools that have greater enrolment than predicted determine a need exists for added teacher strength, the Principal shall forward a request to the Staffing Advisory Committee for consideration.
- D.1.3.2 In the event there is a surplus of teachers based on D.1.2 the Board has the right to decrease the number of teachers to meet the terms of this agreement beginning with Probationary Teachers.
- D.1.4.1 By September 15 of each year the teaching staff in each secondary school shall elect a committee of three teachers to assist the principal or his/her designate in gathering, collating and verifying all

- D.1.6 Enrolments include Developmentally Delayed students. Developmentally Delayed classes will be assigned at a ratio of 1.33 FTE/class.
- D.1.7.1 If, after September 30, 1990 and during the term of this agreement. A new program is introduced or an ongoing program is increased, the Board will provide the appropriate number of teachers for such new or increased programs.
- D.1.7.2 If a program is eliminated or reduced during this same period, the appropriate number of teachers who become available because of such elimination or reduction of program shall be reassigned to existing vacancies in the system. If there are no vacancies, such teachers shall be declared redundant in accordance with D.7.0.
- D.1.8.1 There shall be a Staffing Advisory Committee (SAC) which will meet at the call of the Associate Director. The Staffing Advisory Committee shall be composed of six (6) members: three (3) representing O.S.S.T.F. District 16 of which one shall be the Staffing Survey Co-ordinator; and three (3) representing the Board administration of which one shall be the Associate Director.
- D.1.8.2 The Staffing Advisory Committee shall administer the staffing formula as it pertains to the allocation of staff to the schools, for regular and special needs students including modifications to the formula divisors required to bring the allocated staff within the tolerances in Article D.1.2. This Committee shall also be responsible for allocating staff from the regional pools of reserve staff to the individual schools.
- If a tie occurs in any votes taken by the SAC, the Associate Director shall cast a second vote to break the tie.
- D.1.9 Within the terms and conditions set out in this agreement, it is the responsibility of the principal subject to his/her Superintendent of Schools, to organize the school to best meet the educational needs of the students in that school.

D.2.0 POSITIONS OF RESPONSIBILITY

Effective September 1, 1999, all positions of responsibility shall be as set out in this Section of the Collective Agreement

D.2.1 Definitions and Qualifications for Appointment

D.2.1.1 Where a position title is used and not defined in this Agreement, the definition is as in Regulation 298 of the Education Act, any other relevant legislation and/or other Ministry of Education and Training Policies.

D.2.1.2 A teacher appointed to the position of Department Head shall hold Specialist or Honour Specialist qualifications in at least one of the subjects designated within the organizational unit to which the teacher is appointed.

D.2.1.3 A teacher appointed to the position of Assistant Department Head shall hold Specialist or Honour Specialist qualifications in at least one of the subjects designated within the organizational unit to which the teacher is appointed.

D.2.2 Responsibilities of Department Heads

D.2.2.1 Within the organizational unit, the Department Head will:

D.2.2.1.1 provide leadership in the development, implementation, and review of curriculum and ensure that the organizational unit operates in accordance with the policies determined by the Ministry of Education and Training and the York Region District School Board and the school within which the unit is located;

D.2.2.1.2 assist teachers in order to ensure that the students achieve optimal learning outcomes.

D.2.2.1.3 assist teachers in the development of best practices in the assessment and evaluation of students and report this information to students and parents;

D.2.2.1.4 Monitor the delivery of program and the

achievement of student;

- D.2.2.1.5 assist teachers in developing positive professional relations and communications with students, parents, staff, the administration and other educational partners.
- D.2.2.1.6 make provision for those resources required for the delivery of programs;
- D.2.2.1.7 encourage and monitor the inclusion of technology and technological applications in program delivery;
- D.2.2.1.8 ensure that the goals and objectives of the instructional unit are compatible with and supportive of the school plan for continuous improvement;
- D.2.2.1.9 perform other leadership duties as directed by the Principal of the school in accordance with the Education Act and the Regulations.
- D.2.2.2 Within the school, the Department Head will assist the Principal in setting direction for the school plan for continuous improvement and in improving the well being of students.

D.2.3 Responsibilities of Assistant Department Heads

- D.2.3.1 The Assistant Department Head shall assist the Department Head in the performance of the duties references in Article D.2.2.

D.2.4 Positions of Responsibility Structure

- D.2.4.1. The Board agrees to the following names of Departments and agrees that the following departments will have headships in those schools where the program is offered:

Business Studies
 Computer Studies
 English/Drama
 Family Studies
 Geography
 Guidance/Career Education/Cooperative Education
 History

FSL/ESL/Classical and International Languages
 Mathematics
 Music
 Physical and Health Education
 Resource Support Services/Library
 Science
 Special Education/Alternate Education
 Technological Studies
 Visual Arts

D.2.4.2 A Special Education/Alternate Education department shall consist of all classes supervised by the Department Head and shall include:

all Special Education self-contained classes except gifted classes on a rotary timetable which shall count as being in the subject area as listed in D.2.4.1;

all Learning Strategy credit classes, in-class resourcing classes and support centre classes; and,

all Alternate Education classes including Co-op classes which are part of the Alternate Education program.

D.2.4.3 Co-operative Education sections allocated to Guidance will be determined by the Staffing Advisory committee and shall be based on the number of periods allocated to each school for Co-operative Education.

D.2.4.4 No teacher shall hold more than one position of responsibility at any one time, and no position shall be shared.

D.2.4.5 Responsibility allowances for Department Heads will be determined by the number of sections in the department referenced in D.2.4.1 on October 31 of each year as below:

1-12 sections	\$1000
13-24 sections	\$1750
25-36 sections	\$2750
37 + sections	\$3900

For the purposes of calculating sections, the total number shall include all elementary classes for which the department is responsible.

These levels of remuneration will be revised annually in order that the responsibility allowances and benefits match the revenue allocated in the funding formula for Department Heads

D.2.4.6 Departments with 49 or more sections will be eligible for an Assistant Department Head. Responsibility allowance for Assistant Department Heads will be \$750.

D.2.5 Implementation

D.2.5.1 Only teachers as defined in A.4.6 shall be selected for an appointment to a position of responsibility which shall be the exclusive right of the Board. Where for a continuing period of time of at least three months an individual is required by the Board through its duly authorized representative to perform the functions or fulfill the requirements of Department Head as set out above, the Board shall make appointments in accordance with the conditions of this Agreement. A candidate presently employed by the Board shall be given preference over any candidate of equal qualifications and ability not employed by the Board.

D.2.5.2 Only teachers who have a full-time teaching assignment at the secondary level will be eligible to hold positions of responsibility. Exceptions will be made if a teacher is requested by the Board to teach for a fraction of their time in the elementary panel or teachers released under D.3.1 or D.3.2 for half-time or less or at the discretion of the Associate Director.

D.2.5.3 The Board agrees to consult with OSSTF District 16 prior to the creation of any new position of responsibility. If the compensation cannot be agreed upon by the Board and District 16, then the issue as to compensation may be submitted as a grievance to arbitration in accordance with this Collective Agreement.

- D.2.5.4 All positions of responsibility held during the 1998-1999 school year shall expire on August 31, 1999.
- D.2.5.5 All new Department Head and Assistant Department Head positions are effective on September 1, 1999 and are for a four year term.
- D.2.5.6 An incumbent may re-apply for a position of responsibility at the end of a four year term.
- D.2.5.7 The term of appointment may be less than four years in the event that the Department Head or the Assistant Department Head does not perform his or her duties as outlined in D.2.2 and D.2.3 at an acceptable level.
- D.2.5.8 An incumbent Department Head within a school shall be given preference over any other candidate of equal qualification and ability for the position previously held by him or by her in the 1998-1999 school year. This clause does not apply to teachers holding an Interim Position of Responsibility.
- D.2.5.9 Any leave taken during the term of the position will be considered as part of the term of the position.
- D.2.5.10 For 1999-2000 only, the Guidance/Career Education/Co-operative Education Department and the Special Education/Alternate Education Department will have an Assistant Head, subject to the conditions of D.2.5.8, over and above the allocation generated by subject sections as per Article D.2.4.6 in order to assist with the merging of the programs.
- D.2.5.11 The allocation and implementation of some department administration periods in lieu of credit resource/supervision periods shall be at the discretion of the Staffing Advisory Committee.
- D.2.6 Interim Positions of Responsibility**
- D.2.6.1 A position of responsibility which becomes vacant during the school year and will remain vacant for more than 90 days will be filled on an interim basis.

- D.2.6.2 Interim appointments shall be made to fill a vacancy which is created by the Board's granting a leave to a teacher holding a position of responsibility and shall be for a period not exceeding one year or the duration of the leave, whichever is less.
- D.2.6.3 Interim appointments shall be made to fill a vacancy which occurs after July 1 in a school year and may be for the duration of that school year in a non-semestered school or for the duration of a semester in a semestered school.
- D.2.6.4 An interim position of responsibility shall be made to fill a vacancy created by a teacher temporarily vacating his/her position of responsibility for the purpose of filling another position of responsibility on an interim basis for one year or less.
- D.2.6.5 A teacher may temporarily vacate his/her position of responsibility for the purpose of assuming other teaching duties with the Board for a period of one year or less. The vacated position of responsibility shall be filled on an interim basis.
- D.2.6.6 Only teachers as defined in A.4.6 shall be eligible to hold an interim appointment.

D.2.7 Acting Positions of Responsibility

- D.2.7.1 An Acting Department Head or an Acting Assistant Department Head is a teacher who has been appointed by the Board to carry out the duties of the position but is not qualified under D.2.1.2 or D.2.1.3 respectively of this Collective Agreement.
- D.2.7.2 All Acting appointments will be for no more than one year and may be renewed by Board resolution each year.
- D.2.7.3 Acting appointments will be considered for renewal only upon the teacher providing proof to the Board that he/she is enrolled in an appropriate program and is in the process of obtaining the required qualifications.
- D.2.7.4 The allowance for Acting Department Head shall be the full allowance for a Department Head in

accordance with Article D.2.4.5.

D.3.0 FEDERATION LEAVES

- D.3.1 The total number of teachers available under D.1.1 shall be allocated to the secondary schools with the exception of 2.0 teachers, who shall be released from teaching duties. One teacher shall be the President of District 16 O.S.S.T.F. The remaining 1.0 teacher shall be released for duties specified by the District 16 O.S.S.T.F. Executive.
- D.3.2 The Board agrees to release the equivalent of a one-half timetable for a member of the District 16 Negotiating Team, at District 16 expense, for the school year covered by this agreement. The District agrees to communicate to the Board by June 15 of each school year, the name of the teacher to be so released for the following school year.
- D.3.3 The Board agrees to the loan of service, at District 16 expense, of a teacher appointed by the District 16 Executive to serve as the District Executive Officer. The District agrees to communicate to the Board, by June 15 of each school year, the name of the teacher to be so released for the following school year.
- D.3.3.1 The Board agrees that a teacher on loan of service to District 16 as the District Executive Officer shall be paid at the rate of Category 4 Maximum plus the allowance of Major Head.
- D.3.3.2 The Board agrees that a teacher on loan of service to District 16 as the District Executive Officer shall continue to accumulate credits as administered under Articles C.2.0 through C.4.4.2 inclusive.
- D.3.3.3 At the request of District 16, the Board shall excuse from teaching duties up to five (5) members of the District designated as negotiators for the District. The Board shall release these representatives for negotiating meetings as required by the *Ontario Labour Relations Act*, with the Board, up to a maximum of twenty-five (25) school days per year on aggregate with pay and teaching experience.
- D.3.3.4 At the request of District 16, the Board shall excuse

from teaching duties on an occasional basis such additional members of District 16 as are necessary to carry out the administration of this Agreement or for District 16 business. These leaves shall be subject to the prior approval of the appropriate Supervisory Officer. Such approval will not be unreasonably withheld. District 16 shall reimburse the Board with respect to any replacement costs incurred.

D.3.3.5 The Board agrees that the President of District 16 O.S.T.F. shall be paid at the same rate as if he/she were teaching plus an amount equal to the difference between his/her grid salary and category IV maximum where applicable. This latter amount as well as any increase in insured employee benefits associated with this difference will be at District 16 expense. This article only applies for the school year in which the majority of the President's term falls.

D.4.0 TEMPORARY ADMINISTRATIVE ASSIGNMENTS

D.4.1 The Board agrees that a teacher who is a member of the Bargaining Unit may assume the administrative duties of an absent Principal or Vice-Principal on a temporary basis for a period of not more than one year.

D.4.2 The teacher will continue to be subject to all the terms and conditions including dues' deduction of the Collective Agreement.

D.4.3 If the first temporary administrative assignment exceed twenty (20) working days, the teacher shall be paid Step 0 of the appropriate administrative grid on the 21st day. For any other subsequent temporary administrative assignment given to that teacher, he/she shall be paid Step 0 on the appropriate administrative grid on the first day.

D.4.4 The board agrees to hire an occasional teacher to replace the teacher who acting as the replacement for an absent Principal or Vice-Principal.

D.5.0 PART-TIME TEACHERS

D.5.1.1 Teachers who are employed on a contractual basis for less than a full day shall be informed of the fraction of the day applicable for the following school year not

later than the 31st of May, but this fraction may be changed by mutual consent at any time.

D.5.1.2 The remuneration of the part-time teacher engaged on a contractual basis shall be the ratio of the number of instructional periods assigned to a full-time teacher in that school (as specified in E.2.2.1) multiplied by the grid amount as specified by the qualifications and experience of the part-time teacher. The principal shall assign credit resource/supervision so that the total workload of each part-time teacher is the appropriate fraction of the total workload of a full-time teacher in his/her school.

D.5.2 Part-time teachers shall attend all school and staff meetings and participate in professional activity days on the same basis as full-time teachers, subject to the principal's discretion.

D.5.3 PART-TIME TO FULL-TIME

D.5.3.1 A teacher who has been teaching part-time during the term of this agreement shall notify his/her principal in writing prior to March 1 if he/she wishes to be assigned to full-time teaching in the next school year, subject to D.7.1.2

D.5.4 FULL-TIME TO PART-TIME

D.5.4.1 A full-time teacher who, prior to March 1, requests to teach part-time commencing the following school year may be granted the request to teach part-time provided that, in the opinion of the Director or his/her designate, the number of positions to be held by part-time teachers to teach in the same school and/or the system is not excessive.

D.6.0 OCCASIONAL TEACHERS

D.6.1 Occasional teachers may be hired at the discretion of the principal bearing in mind the needs of the students and the additional workload of the staff.

D.6.2.1 An occasional teacher who is employed for a period exceeding twenty (20) consecutive instructional days or the equivalent there of and who, during that period, accepts a continuing responsibility as a replacement

for any one teacher, shall have his/her salary calculated during the entire period of employment in accordance with the applicable articles in this agreement.

- D.6.2.2 At the time of signing an agreement accepting an extended occasional teaching assignment, the teacher may request in writing to be enrolled in the Board's employee benefit program. Such benefits will be effective from the date of commencement of the assignment.
- D.6.2.3 The premiums will be shared in accordance with the applicable articles of this Collective Agreement providing the occasional teacher is employed for a period exceeding twenty (20) consecutive instructional days or the full-time equivalent thereof. If the period of employment, for whatever reason, is terminated prior to the 21st day, the entire premiums will be paid by the teacher.
- D.6.2.4 If the teacher did not elect to enrol in the benefit program at the time of signing an agreement accepting an extended occasional teaching assignment, the teacher will be given a second opportunity to enrol on the completion of twenty (20) consecutive days as defined above. Such request shall be in writing and benefits will be effective as of the 21st day.
- D.6.2.5 An extended occasional teacher who, in the last two (2) school years was a permanent contract teacher with the York Region District School Board, will be granted related experience if, while a permanent teacher with the York Region District School Board, this experience was granted and the occasional assignment is in the same subject area for which the related experience was originally granted.
- D.6.2.6 The extended occasional teacher must inform the employee services department no later than two (2) weeks from the date the extended occasional agreement was signed that he/she is seeking related experience. Failure to do so will result in the denial of the request. This request must be submitted each time an extended occasional agreement is signed.(1992)

D.6.2.7 Once an extended occasional teacher has qualified for the related experience credit under D.6.2.5 he/she will continue to qualify provided he/she is hired for an extended occasional assignment in each subsequent school year.(1992)

D.7.0 SURPLUS/REDUNDANCY

D.7.1 TEACHERS WITH INCOMPLETE TIMETABLES

D.7.1.1 Where any major alteration in a teacher's status is to occur, the principal and/or Director shall notify the teacher in writing by May 15 for such change to be effective September 1 of the following school year. (1990)

D.7.1.2 The Board agrees not to terminate the permanent contract of a teacher because of falling enrolment or unavailability of classes in the teacher's area of main qualification.

D.7.1.3 Any teacher for whom the principal predicts that a complete timetable for which the teacher is qualified will not be available for the following September shall be declared surplus and be notified by May 15 of that year and shall be given the option of either:

D.7.1.3.1 a position in another school to teach in his/her area of main qualification

D.7.1.3.2 or a position in another school to teach other subjects in which he/she is qualified.

D.7.1.4 If only one of the options in D.7.1.3.1 or D.7.1.3.2 is available, the teacher shall be obliged to accept that assignment.

D.7.1.5.1 If neither option in D.7.1.3 is available, the teacher shall be offered a position in the elementary panel provided that such a position exists and provided that surplus qualified elementary teachers have been given preference in filling the position.

D.7.1.5.2 A teacher transferred under D.7.1.5.1 shall, upon assuming the assignment, become a "teacher" in accordance with A.4.18 of the agreement between

the York Region District School Board and the E.T.F.O. members in York Region. For the purpose of staffing for the succeeding year, those secondary teachers who have been placed in the elementary panel shall be considered as belonging to the secondary school in which they last taught provided that the teacher indicates in writing to the appropriate Superintendent of Schools interest in such a position before March 31 during that school year.

D.7.1.6 A teacher declared surplus under D.7.1.3 may be offered a partial timetable in his/her present school. Acceptance of such partial timetable by the teacher will absolve the Board of the requirement to provide any of the options described in D.7.1.3 or D.7.1.5 for that school year.

D.7.2 SURPLUS TEACHERS

D.7.2.1.1 If no such positions are available the teacher holding a permanent contract shall be declared surplus and assigned duty as a permanent supply teacher at full regular salary for no more than two years if he/she has had 5 or more years service with the Board and one year if he/she has had fewer than 5 years service with the Board. During this time he/she shall have the option of selecting a vacant position which becomes available in his/her subject area. With the prior approval of the Director a teacher so employed may take courses to broaden his/her certification for up to three months without loss of salary.

D.7.2.1.2 In exceptional cases, on the recommendation of the Director, the Board may grant a teacher an educational leave for the purpose of retraining to qualify for another teaching position with the Board.

D.7.2.2 If a suitable position arises within two (2) years in the school from which the teacher has been declared surplus, that teacher shall be offered the position provided that the teacher indicates in writing interest in such a position during the school year.

D.7.2.3 No teacher with a permanent contract shall be declared redundant under D.7.2.1.1 and D.7.2.1.2

where there is a teacher with the same or similar qualifications who is currently employed by the Board and has fewer years of service.

D.8.0 TRANSFERS AND EXCHANGES

- D.8.1 A teacher who requests a transfer and is assigned to the elementary panel by the Board shall be considered as a "teacher" in accordance with A.4.18 of the Collective Agreement between the York Region District School Board and the E.T.F.O. members in York Region.
- D.8.2 A teacher who is granted an exchange with a teacher in the elementary panel shall remain a "teacher" in accordance with A.4.6 of this Collective Agreement for a period of up to two (2) years. After the exchange, the teacher shall have the right to return to the same school, subject to the conditions of D.7.0.

D.9.0 REORGANIZATION OF SCHOOLS

- D.9.1.1 In the reorganization of any school, the Board through normal channels shall consult the staff of the school prior to any planning of the form of the reorganization and shall consult the staff again when a proposed structure has been formulated.
- D.9.1.2 District 16 will be given an opportunity to comment at this stage.
- D.9.2 Any teacher holding an appointment and who is not accommodated in the reorganization will be given an opportunity to transfer to another school if a vacancy for which he/she is qualified exists.

D.10.0 TERM APPOINTMENTS

- D.10.1.1 All teachers who are appointed as consultants or Administrative Assistants in a term position effective September 1, 1987 and hereafter or are presently on a term appointment shall be subject to the following:
- D.10.1.2 the term may be renewed subject to the discretion of the Director or his/her designate.
- D.10.1.3 the length of the term renewal is subject to the

discretion of the Director or his/her designate.

- D.10.2 Notwithstanding the above, the term of original appointment and/or renewal may be less than the agreed upon time if the teacher:
- D.10.2.1 voluntarily relinquishes the position.
 - D.10.2.2 has an unsatisfactory performance review and has the recommendation of the Director or his/her designate to terminate the appointment.
 - D.10.2.3 has been given one year's notice by the Board that the position currently being held by the teacher shall cease to exist.
 - D.10.2.4 is no longer entitled to release from teaching duties under D.3.0.
- D.10.3 A teacher who holds a term position and whose term is not renewed or whose term is shortened for reasons stated in D.10.2 shall return to the position level held prior to the appointment.
- D.10.4 If no such position is available, the teacher shall receive a salary as if such a position were held and shall be placed in any position by the Board for which the teacher is qualified according to the Act and regulations.
- D.10.5 The Teacher(s) referred to in D.10.3 and D.10.4 shall be placed in a vacant position equivalent to the one held prior to the term appointment or in a lesser position if agreeable to the teacher and the Board.
- D.10.6 In implementing D.10.5 if there are more teachers available than vacant positions, such placements shall be given to the teachers with the greatest seniority with the Board and its predecessor Boards.
- D.10.7 The time limit for any teacher to be "on hold" to be placed in a former position level and to receive any allowance or different grid placement shall be two (2) years maximum.

PART E OTHER WORKING CONDITIONS

E.1.0 PHYSICAL ENVIRONMENT

- E.1.1 A teacher may request (in writing) the principal to investigate some aspect of the physical environment of his/ her school that is in his/her opinion a hazard to the physical well-being of students and/or staff. The principal, upon receipt of such request, shall investigate the complaint and notify the teacher of his/her findings in writing within one month.
- E.1.2 No teacher shall be expected to perform duties normally carried out by non-teaching employees of the Board should such employees be involved in strike action against the Board.

E.2.0 WORKLOAD GUIDELINES

- E.2.1 The Staffing Advisory Committee referred to in D.1.8.1 shall co-ordinate the collection and validation of data for the annual O.S.S.T.F. Staff Allocation Survey. All data collected by the Board or by District 16 with respect to teacher workload shall be shared with this committee. In addition to the duties above and in D.1.8.2, the Staffing Advisory Committee shall meet each year to:
- E.2.1.1 review changes in existing practices with respect to terms of working conditions and employment;
- E.2.1.2 examine the effects in the terms and conditions of employment brought about by changes in legislation and/or regulations.
- E.2.1.3 The committee shall report and make recommendations to the respective negotiating committees no later than March 1 of each school year.
- E.2.2.1 That, for the second semester of the 1998-99 school Year and for the 1999 – 2000 school year, classroom teachers shall be assigned six teaching periods, one credit resource/supervision period, and one preparation period.
- Each full-time classroom teacher shall be assigned 1250 minutes of instructional time for every five (5) instructional days on average during the school year. Of the 1250 minutes, up to 1125 minutes of

instructional time for every five instructional days on average will be assigned to classroom instruction.

In the context of the current school organization, no bargaining unit member shall be assigned more than six (6) regularly scheduled teaching periods or equivalent in the teachers' assigned timetable. Of the 1250 minutes, a minimum of 125 minutes of other timetabled instructional duties shall be assigned, first, to credit resource in areas which are credited toward a high school diploma or to special education or remedial programs, and second, to other instructional duties providing direct service to students. Examination days, co-op monitoring and field trips/off campus activities deemed by the Principal to be part of the curriculum shall be included in the calculation of the 1250 minutes of instructional time. Department Heads may be assigned up to 125 minutes of department administrative duties per week within the 1250 minutes of instruction time.

Principals will make every effort to balance credit resource/supervision period between staff and to balance the credit resource/supervision period of a teacher over the school year. It is agreed that credit resource/supervision period are only assigned time when used and, therefore, when not used, alternate assignments will be given. It is agreed that the balance of the credit resource/supervision periods not assigned to credit resource is available for supervisory duties.

Each teacher shall be timetabled for the equivalent of $\frac{1}{2}$ period (based on a 75 or 76 minutes period) of preparation time for each day within every five instructional days during the school year. Preparation periods will not be used for on-call assignments except in emergency situations.

Full-time library and guidance teachers shall be assigned to their respective areas. They will be entitled to:

- (i) a forty-minute uninterrupted lunch,
- (ii) a twenty-minute period in the morning and in the afternoon without assigned duties,
- (iii) library and guidance teachers assigned part-time

classroom instruction are entitled to preparation time free of assigned duties pro-rated to the ratio that their classroom instruction related to six sections.

E.2.2.1.1 The Board agrees that teachers who have worked during the first semester of 1998-1999, beyond the 1250 instructional minutes outlined in Article E.2.2.1 will have their workload adjusted in the following semester in a manner that ensures the workload over the period of this agreement is not in excess of the 1250 instructional minutes on average per week.

E.2.2.1.2 The Staffing Advisory Committee will devise a method to ensure the implementation of the above.

E.2.2.2 If the Principal considers it necessary to exceed these norms, the Principal, in consultation with the appropriate department head(s) and teacher involved, shall forward a recommendation to the Staffing Advisory Committee for consideration that the teacher be assigned additional classroom instruction.

E.2.2.3 This article presumes a teaching day of 8 periods plus one period for lunch. Schools utilizing an alternative organization shall pro-rate, as closely as possible, the instructional, credit resource/supervision and preparation periods.

E.2.3 OPENING OF NEW SCHOOLS

E.2.3.1 Excluding Principals and Vice Principals where a teacher is selected for a position of responsibility for a new school prior to the opening of the new school, such teacher, upon the approval of the principal of the new school and the Superintendent of Schools for that Area, may have an allowance approved for such teacher to perform duties necessary and relevant to the position of responsibility prior to the opening of the new school.

Such allowance if approved shall be in the amount of forty percent (40%) of the allowance for a major headship. (1991)

E.2.3.2 In the first year of operation and thereafter, the positions of responsibility in a new school shall be calculated as per Section D.2.0 of the 1998-2000 Collective Agreement.

E.3.0 TEACHER-TRUSTEE COMMITTEE

E.3.1 Three trustees, three representatives of District 16, the Superintendent of Employee Services and such other resource people as may be required shall meet at the specific request of either party to discuss matters of mutual concern.

E.4.0 NIGHT SCHOOL--SUMMER SCHOOL

E.5.0 LIAISON COMMITTEE

E.5.1 The parties to this agreement shall form a Liaison Committee to meet each month or whenever necessary to explore system concerns in an attempt to informally resolve any issues that may arise. The intent of the Committee is to serve the mutual needs of the Board and of the Union in order to facilitate the maintenance of a harmonious relationship between the two parties. The Committee shall be co-chaired by the Director of Education and the District OSSTF President. Other personnel from the Board and from the Union as are deemed appropriate by either party shall attend these meetings.

PART F APPENDIX**F.1.0 CONTINUING EDUCATION**

The parties agree that this appendix sets out all the rights and privileges of Continuing Education teachers, teaching credit courses.

September 1, 1998 to August 31, 2000:

Summer school teacher \$37.78/hr
 Night school teacher \$37.78/hr
 Secondary Summer School Principal (qualified)
 \$5,782 - enrolment greater than 400 students;
 \$4,601 - enrolment less than 400 students

All rates include 4% vacation pay.

F.1.1. ADULT DAY SCHOOL

F1.1.1 The parties agree that this Section sets out all the rights and privileges of Continuing Education teachers teaching credit courses at the Richmond Hill Adult Community Learning Centre (RHACLC).

F.1.1.2 The parties acknowledge that the appointment of a teacher at the RHACLC may be concluded upon 48 hours' without cause.

- F.1.1.3 No teacher during his/her appointment as a teacher at the RHACLC shall be disciplined without just cause. However, termination of the appointment is not subject to this requirement.
- F.1.1.4 The Grievance procedure as outlined in Sections A.7.0 and A.8.0 of this Collective Agreement applies to any reprimands which may have been issued to a teacher.
- F.1.1.5 Teachers at the RHACLC shall be paid benefits in accordance with the Board's schedule for Continuing Education Benefits at the RHACLC. The Federation and teachers affected shall be given 30 days notice of any amendments to this schedule.
- F.1.1.6 The wage schedule for Adult Day School teachers employed at the RHACLC for September 1, 1999 to August 31, 2000 shall be:

\$37.78/hour including 4% vacation pay

PART G - LETTERS OF INTENT

All Letters of Intent under this article shall be in effect for the duration of this agreement, the term of which is September 1, 1998 to August 31, 2000.

G.1.0 RE: OTF (ONTARIO TEACHERS' FEDERATION) FEE DEDUCTION

LETTER OF INTENT

BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

AND

DISTRICT 16, O.S.S.T.F.

**RE: OTF (Ontario Teachers' Federation)
Fee Deduction**

In the event that the final decision of a court determines that

the Board is not legally obliged by statute or regulation to deduct Federation fees from teachers who are members of the District 16, OSSTF and to pay them to OTF, the Board agrees to continue to deduct from teachers who are bound by this collective agreement, the OSSTF portion of the OTF fee, if it may lawfully do so, and pay such fees to the Provincial Treasurer of OSSTF.

In such event the Branch Affiliate agrees to indemnify the Board and save them harmless from any loss, costs or damages that may result from claims against the Board arising from such deduction and payment.

The Branch Affiliate agrees to execute such directions as may be necessary to authorize such deduction.

G.2.0 RE: MODIFIED SCHOOL YEAR/DAY

LETTER OF INTENT

BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

AND

DISTRICT 16, O.S.S.T.F.

RE: MODIFIED SCHOOL YEAR/DAY

The parties agree to reopen the Collective Agreement and negotiate changes to the Collective Agreement if the Board decides to implement a modified school year/day in a pilot project. These negotiations shall commence within 90 days from the date of the Board's decision.

G.3.0 RE: POSITIONS OF RESPONSIBILITY

LETTER OF INTENT

BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

AND

DISTRICT 16, O.S.S.T.F.

RE: POSITIONS OF RESPONSIBILITY

The parties agree to create a committee to examine the present method of designating positions of responsibility as outlined in Section D.2.0 and create a new organizational structure. This structure must be implemented effective September 1, 1999. The new structure must limit the cost for all positions of responsibility allowances and benefits to the revenue allocated in the 1999-2000 funding formula to Department Heads.

The committee shall consist of three members selected by the Bargaining Agent and three members selected by the Board. The Committee shall report to the Director of Education and to the District 16 Executive no later than March 31, 1999.

G.4.0 RE: TERM PROBATIONARY TEACHERS

LETTER OF INTENT
]
BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

AND

DISTRICT 16, O.S.S.T.F.

RE: TERM PROBATIONARY TEACHERS

At the time the Board becomes aware that a teacher's absence will extend into the following school year, the Board shall hire a "term probationary teacher" (TPT) on the standard form of probationary contract (Form 2) in the Education Act. Should an occasional teacher be replacing the absent teacher, the Board will give consideration for the TPT position to the occasional teacher.

The period of employment of such teacher shall be determined by the length of absence of the teacher being replaced up to a maximum of 1 year. However, should the teacher, whom the TPT is replacing, not return to active employment, by the mutually agreed upon termination date, the Board, the TPT and District 16 OSSTF may agree to amend the mutually agreed upon termination date stipulated in the letter of agreement referenced below.

A teacher hired in such circumstances shall be covered by all the terms and conditions of the Collective Agreement as they apply to probationary teachers hired in the usual manner.

A written letter of agreement stipulating the mutually agreed upon termination date of employment of a teacher hired on such a contract shall be signed by the Board, the probationary teacher, and District 16 OSSTF. A violation of this letter is grievable.

Should the teacher, whom the TPT is replacing, return to active employment prior to the mutually agreed upon termination date, the TPT shall be paid per Article B.3.1 until the mutually agreed upon termination date stipulated in the letter of agreement referenced above or for ten (10) working days, whichever is less.

All service performed and rights gained by a teacher while employed as a TPT for The York Region Board of Education shall be recognized as counting towards fulfilling the requirements for completion of a probationary contract (Form 2) prescribed in the Education Act. If hired by the Board to a vacancy, experience gained as a TPT shall be credited towards the probationary period of the TPT up to a maximum of 3/4 of the normal probationary period requirement.

AND

DISTRICT 16, O.S.S.T.F.

RE: RETIREMENT GRATUITY

The parties agree to establish a committee to study alternatives to the retirement gratuity programme.

The committee shall be composed of three (3) representatives from OSSTF District 16 and three (3) representatives from the Board. The committee shall report its findings and/or recommendations to the Director of Education and to the OSSTF District 16 executive by March 1, 2000.

G.6.0 RE: CONTINUING EDUCATION ADULT DAY SCHOOL

LETTER OF INTENT

BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

AND

DISTRICT 16, O.S.S.T.F.

The parties agree to create a committee to review and make recommendations with respect to the contractual status for Continuing Education Adult Day School Teachers.

The committee shall be composed of six members, three appointed by OSSTF District 16 and three appointed by the Board.

The committee shall report its findings and recommendations to the Director of Education and to OSSTF District 16 by May 15, 1999.

G.7.0 RE: OCCASIONAL TEACHERS

LETTER OF INTENT

BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

AND

DISTRICT 16, O.S.S.T.F.

RE: OCCASIONAL TEACHERS

As a result of Bill 60 assigning occasional teachers to the appropriate teachers' federation, the parties agree that the clauses in Article D.6.0 through to Article D.6.2.7 will remain in effect until an agreement is reached with the Occasional Teachers' Bargaining Unit.

G.8.0 RE: RELATED EXPERIENCE CRITERIA AS APPLIED TO VICE-PRINCIPALS

LETTER OF INTENT

BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

AND

DISTRICT 16 O.S.S.T.F.

The parties agree that in order to provide incentives to teachers who wish to pursue a career path in educational administration within the York Region District School Board, the following related experience criteria for placement on the appropriate step of the Vice-Principals' salary grid may apply:

Each complete year of experience as a Consultant or Coordinator of Cooperative Education with the Board may count as one-half year of experience for placement on the Vice-Principals' grid;

Each complete year of experience in a seconded position as an Executive or Administrative Assistant to a Superintendent or the Director of Education may count as one-half year of experience for placement on the Vice-Principals' grid;

Each complete year of experience in the position of President and/or Executive Officer and/or Chief Negotiator of OSSTF District 16 may count as one-half year of experience for placement on the Vice-Principals' grid;

Each complete year of experience as Vice-Principal/Principal acting as a Temporary Administrative Assignment as per Article D.4.0 may count as one-half year of experience for placement on the Vice-Principals' grid;

Fractions of a year may be counted as fractions; and

Any other Board experience deemed to be an incentive by the Director may also apply as related experience for placement on the appropriate salary grid.

G.9.0 RE: COST OF LIVING ALLOWANCES

LETTER OF INTENT

BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

AND

DISTRICT 16 O.S.S.T.F.

The parties agree that in the event that a cost of living allowance is negotiated in the future, that the language and intent of Section B.8.0 of the 1996-1998 Collective Agreement shall serve as a template for negotiations.

The language is as follows:

COST OF LIVING ALLOWANCES

G.9.1 There shall be a one time cost of living payment to be made in June 1993 for teachers on the active payroll of the board on June 15, 1993 based upon the amount in excess of 5.0% but not to exceed 6.0% which the CPI published for the month of April 1993 exceeds that published for the month of April 1992.

(1991)

- G.9.2 This amount of increase in the CPI, if any, will be multiplied by the teacher's annual full time rate of salary in effect on June 15, 1993, prorated according to the number of full months taught during the 1992-1993 school year and prorated according to part-time equivalent for part-time teachers. For example, if the CPI increases by 6% between April 1992 and April 1993 each teacher shall receive 1.0% of his/her annual salary, pro-rated if necessary as indicated above. (1991)
- G.9.3 CPI shall mean the CONSUMER PRICE INDEX 'ONTARIO' for which data is published by Statistics Canada.
- G.9.4.1 For the purpose of administering B.8.0 a teacher who is on pregnancy/parental or adoption leave on June 15, 1993 shall be deemed to be on the active payroll provided:
- G.9.4.2 he/she taught for a minimum of five continuous months during the 1992-1993 school year
- G.9.4.3 there will be no extension of the leave
- G.9.4.4 he/she returns to active duty for a minimum of one full teaching month in the 1992-1993 school year.
- G.9.5 For the purposes of administering B.8.0 teachers who are under contract and who teach only during the first semester of the 1992-1993 school year, shall be deemed to be on the active payroll provided they have not submitted a resignation prior to June 15, 1993.
- G.9.6 No adjustments, retroactive or otherwise shall be made due to any revision which may later be made in the published figures used in the calculation of the Consumer Price Index for any month on the basis of which the allowance has been determined.
- G.9.7 Any payments generated under B.8.0 shall be folded into the grid cells as outlined in B.3.1 and B.4.1 in effect during the 1992-1993 school year and shall form the base for the 1993-1994 grid cells. Any

payments generated under G.8.0 shall also be folded into responsibility and additional degree allowances as outlined in B.5.0 and B.6.0 in effect for the 1992-1993 school year.