

Collective Agreement

between

The York Region District School Board

and

District 16 O.S.S.T.F.

For September 1, 2000 to August 31, 2002

The attached Agreement has been negotiated by a joint committee of the Negotiating Team of District 16, OSSTF and the Negotiating Committee of the York Region District School Board. The term of the Agreement shall be September 1, 2000 to August 31, 2002.

For District 16, OSSTF

For the Board

Gerry Harrison,
President

Mike Pratt,
Chief Negotiator

Stephen Bloom,
Chief Negotiator

Bill Crothers,
Board Chair

TABLE OF CONTENTS

PART A – GENERAL

A.1.0	General Purpose of Agreement	1
A.2.0	Effective Period	1
A.3.0	Recognition	2
A.4.0	Definitions – General	3
A.5.0	Rights of Parties	5
A.6.0	Just Cause	7
A.7.0	Grievance Procedure	7
A.8.0	Arbitration	10
A.9.0	Federation Fees	11
A.10.0	Probationary Period	12

PART B – SALARY

B.1.0	Salary Categories	12
B.2.0	Placement on Grid	14
B.3.0	Salary Schedule	16
B.4.0	Additional Degree Allowances	19
B.5.0	Methods of Payment	22

PART C – BENEFITS

C.1.0	Insured Employee Benefits	23
C.2.0	Cumulative Sick Leave Plan	27
C.3.0	Retirement Gratuity	33
C.4.0	General-Sick Leave and Retirement Gratuity Plans	36
C.5.0	Special Leave of Absence	37
C.6.0	Pregnancy/Parental Leave	38
C.7.0	Infant Care Leave	39
C.8.0	Adoption Leave (Parental)	40
C.9.0	Child Care Leave	41
C.10.0	Maternity Leave Supplemental Employment Benefits (SEB) Plan	43

PART D – STAFFING

D.1.0	Staffing Allocation	44
D.2.0	Positions of Responsibility	50
D.3.0	Federation Leaves	57
D.4.0	Temporary Administrative Assignments	59
D.5.0	Part-Time Teachers	60
D.6.0	Disability Management	61

D.7.0	Seniority, Transfer, Surplus, Redundancy and Recall Procedures	62
D.8.0	Reorganization of Schools	70
D.9.0	Term Appointments	70

PART E – OTHER WORKING CONDITIONS

E.1.0	Physical Environment	72
E.2.0	Workload Guidelines	72
E.3.0	Teacher-Trustee Committee	75
E.4.0	Night School - Summer School	75
E.5.0	Liaison Committee	75

PART F – OCCASIONAL TEACHERS

F.1.0	Recognition	76
F.2.0	Rights of Parties	77
F.3.0	Federation Fees	78
F.4.0	Salary and Benefits	79
F.5.0	Related Experience	82
F.6.0	Method of Payment	83
F.7.0	Occasional Teacher List	84
F.8.0	Seniority and Recall	86
F.9.0	Sick Leave Credits	87
F.10.0	Working Conditions	88
F.11.0	Professional Activity Days	89
F.12.0	Call-Out Errors	89
F.13.0	Late Calls	90
F.14.0	Automated Calling System	90

PART G – APPENDIX

G.1.0	Continuing Education	91
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PART H – LETTERS OF INTENT

H.1.0	OTF Fee Deduction	93
H.2.0	Modified School Year/Day	94
H.3.0	Retirement Gratuity	94
H.4.0	Seniority	95

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 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, 2000 and shall continue in force up to and including August 31, 2002. This agreement 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, 2002, 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)*, 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 and/or revisions to this agreement shall be made only by the mutual written consent of the negotiating groups duly authorized by the parties to represent them.

A.3.0 RECOGNITION

A.3.1 The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members employed by the Board and

(a) assigned as teachers, as defined in A.4.6, to one or more secondary schools or to perform duties in respect of such schools all or most of the time; and

(b) who are on the Board's roster of occasional teachers who may be assigned to secondary schools.

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 The Board recognizes its obligations to fulfil all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment specifically based on any reasonable OSSTF business.

A.3.6 The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board's Safe School Policy.

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 Teacher as defined in the Education Act 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 "Curriculum Consultant" is a teacher as defined in A.4.6 who has been appointed to a consultative position (both panels), who assists and advises teachers in regards to programs and methods and who has responsibilities in the organization and presentation of professional development activities.
- A.4.8 "Curriculum Coordinator" under the terms of this agreement is a consultant as defined in A.4.7 who has been appointed to a coordinator position (both panels), who coordinates the activities of consultant services and who facilitates in-service and instructional resource development. A Curriculum Coordinator is subject to the terms of Article D.9.0.
- A.4.9 "Special Coordinator" under the terms of this agreement is a teacher as defined in Article A.4.6 who has been appointed to a position responsible for activities relating to Board initiatives. These positions will be one year renewable appointments at the discretion of the Board. The number of these positions shall be at the discretion of the Board. Effective September 1, 2001 the staffing for these positions will be outside the staffing complement for the purposes of this agreement.
- A.4.10 "Spouse" shall have the meaning as defined in the *Education Act* Section 1.0.1.

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, recommendations to hire 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 The Board will ensure that a teacher receives copies of any materials placed in any of his/her personnel files within three working days.
- A.5.5. Documents contained in a teacher's personnel file which are of a disciplinary nature and all supporting documents shall be removed from the file three (3) years, or less at the discretion of the Director, 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.5.9 For the purpose of performance evaluation, the Board shall not alter the existing job descriptions of Curriculum Consultants, Curriculum Coordinators and Special Coordinators as defined in Articles A.4.7, A.4.8 and A.4.9 respectively.
- A.5.9.1 The Board shall not create new job descriptions for positions referenced in Article A.5.9 without prior consultation with District 16.
- A.5.10 In the event that a teacher is required by the Board to cross a legally established picket line and is prevented from doing so or reasonably believes there is a danger to his/her personal safety, the Board shall, if necessary, provide an escort or, alternatively, send the teacher to another work site.

A.5.11 The Board agrees that in accordance with past practice, the District 16 Branch Affiliates may hold meetings at the work site.

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 formally investigate the professional conduct of a teacher or 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. If the teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present in a timely fashion.

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 or District 16 acting on behalf of a teacher or a group of teachers when 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 Board or District 16 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 meets to make its 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.8.7 Should the investigation by the Board or the steps in the grievance/arbitration procedure require that an involved teacher be released from regular duties, the teacher shall be released without loss of salary or benefits and, in the case of a classroom teacher, an occasional teacher will be used to cover that teacher's duties if the absence is for one half day or more.
- 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.9.2.1 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 up to a maximum of one additional year 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 16 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 the *Education Act*, 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. The Board must inform the teacher of the related experience provisions of the collective agreement and provide the teacher with any relevant forms within thirty (30) days of the time of hire.
- 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 Schools, the teacher is deemed to have given service that is less than satisfactory, the teacher may be held on the same step on 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.3.0SAL
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B.3.1 Secondary Grid:

Effective September 1, 2000 – March 31, 2001

<u>Year</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
0	32,957	34,049	36,749	38,488
1	35,239	36,568	39,546	41,568
2	37,521	39,086	42,341	44,643
3	39,798	41,606	45,139	47,725
4	42,078	44,127	47,937	50,807
5	44,360	46,646	50,732	53,880
6	46,638	49,165	53,532	56,963
7	48,920	51,683	56,328	60,043
8	51,200	54,205	59,126	63,125
9	53,479	56,721	61,923	66,202
10	55,764	59,241	64,716	69,281

Effective April 1, 2001 – August 31, 2001

<u>Year</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
0	33,303	34,406	37,134	38,892
1	35,609	36,952	39,962	42,005
2	37,915	39,497	42,786	45,112
3	40,216	42,043	45,613	48,226
4	42,520	44,591	48,440	51,341
5	44,826	47,135	51,264	54,446
6	47,128	49,681	54,094	57,561
7	49,434	52,226	56,920	60,674
8	51,738	54,774	59,747	63,788
9	54,040	57,317	62,573	66,897
10	56,350	59,863	65,395	70,009

Effective September 1, 2001 – March 31, 2002

<u>Year</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
0	33,676	34,791	37,550	39,327
1	36,008	37,366	40,409	42,475
2	38,339	39,939	43,265	45,617
3	40,667	42,514	46,124	48,766
4	42,996	45,090	48,983	51,916
5	45,328	47,663	51,839	55,056
6	47,656	50,238	54,700	58,206
7	49,988	52,811	57,557	61,353
8	52,317	55,387	60,416	64,502
9	54,645	57,959	63,274	67,646
10	56,981	60,533	66,128	70,793

Effective April 1, 2002 – August 31, 2002

<u>Year</u>	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
0	34,072	35,200	37,992	39,789
1	36,431	37,805	40,884	42,974
2	38,790	40,408	43,773	46,153
3	41,144	43,013	46,666	49,339
4	43,501	45,620	49,558	52,526
5	45,860	48,223	52,448	55,703
6	48,216	50,828	55,342	58,890
7	50,575	53,432	58,234	62,074
8	52,932	56,038	61,126	65,260
9	55,287	58,640	64,018	68,441
10	57,651	61,244	66,905	71,625

B.3.2 Part-time Teacher Salary Schedule

For a part-time teacher, salary shall be pro-rated based on the salary grid in Article B.3.1. The salary shall be pro-rated in the ratio that the teacher's assignment bears to a full-time assignment of 6.50 classes and 0.17 TAP or equivalent credit or remedial. Such pro-rating shall be administered in accordance with the following chart:

<u>Assignment</u>	<u>FTE Status</u>
1 class	0.1499
1 class plus TAP/Remedial	0.1754
1.5 classes	0.2249
1.5 classes plus TAP/Remedial	0.2504
2 classes	0.2999
2 classes plus TAP/Remedial	0.3253
2.5 classes	0.3748
2.5 classes plus TAP/Remedial	0.4003
3 classes	0.4498
3 classes plus TAP/Remedial	0.4753
3.5 classes	0.5247
3.5 classes plus TAP/Remedial	0.5502
4 classes	0.5997
4 classes plus TAP/Remedial	0.6252
4.5 classes	0.6747
4.5 classes plus TAP/Remedial	0.7001
5 classes	0.7496
5 classes plus TAP/Remedial	0.7751
5.5 classes	0.8246
5.5 classes plus TAP/Remedial	0.8501
6 classes	0.8996
6 classes plus TAP/Remedial	0.9250
6.5 classes	0.9745
6.5 classes plus TAP/Remedial	1.0000

B.3.2.1 A TAP and/or remedial assignment for one semester in semestered schools or one term in non-semestered schools shall count as 0.085 credit assignment (0.0127 FTE status) for salary determination purposes.

B.3.2.1.1 In semestered schools, part-time teachers shall be paid on the basis of their workload each semester.

B.3.2.1.2 Part-time teachers who teach in one semester/term only shall be paid on the basis of their workload each semester/term.

B.3.2.2 These provisions apply as well to school-based members of the bargaining unit who have all non-classroom assignments or who have a combination of non-classroom and classroom assignments. Such an assignment for one seventy-five (75) minute period or equivalent thereof shall count as equivalent to one class.

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.4.1.8 The allowance shall be paid in full regardless of the part-time or full-time status of the teacher.

B.4.2 The allowance for an additional degree, subject to B.4.1, shall be as follows for September 1, 2000 to March 31, 2001:

Ph. D. or Ed. D.	\$1,136
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Master's Degree	\$895
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Second Bachelor's Degree (if the content is directly related to the subject taught)	\$323
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B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained beyond the year of teacher training)	\$323
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Professional Appellations (as defined in B.4.1.3)	\$481
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B.4.3 The allowance for an additional degree, subject to B.4.1, shall be as follows for April 1, 2001 to August 31, 2001:

Ph. D. or Ed. D.	\$1,148
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Master's Degree	\$904
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Second Bachelor's Degree (if the content is directly related to the subject taught)	\$327
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B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained beyond the year of teacher training)	\$327
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Professional Appellations (as defined in B.4.1.3)	\$486
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B.4.4 The allowance for an additional degree, subject to B.4.1, shall be as follows for September 1, 2001 to March 31, 2002:

Ph. D. or Ed. D.	\$1,161
Master's Degree	\$914
Second Bachelor's Degree (if the content is directly related to the subject taught)	\$330
B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained beyond the year of teacher training)	\$330
Professional Appellations (as defined in B.4.1.3)	\$492

B.4.5 The allowance for an additional degree, subject to B.4.1, shall be as follows for April 1, 2002 to August 31, 2002:

Ph. D. or Ed. D.	\$1,175
Master's Degree	\$925
Second Bachelor's Degree (if the content is directly related to the subject taught)	\$334
B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained beyond the year of teacher training)	\$334
Professional Appellations (as defined in B.4.1.3)	\$498

B.5.0 METHODS OF PAYMENT

B.5.1 Three point eight five percent (3.85%) of the teacher's annual salary shall be paid on the first Friday after Labour Day and on 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.5.1.1 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. 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 September 1, 2000 to August 31, 2001 the Board will subsidize to the extent of 100% of the premium for Manulife Financial Basic Dental Plan or mutually acceptable equivalent with 1999 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.

For the period September 1, 2001 to August 31, 2002 the Board will subsidize to the extent of 100% of the premium for Manulife Financial Basic Dental Plan or mutually acceptable equivalent with 2000 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 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.1.5.2.1 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.1.5.2.2 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 **Long Term Disability (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

- C.1.9.1 Teachers who have been assigned a teaching assignment of half time or more will have their benefits determined as though they were full-time.
- C.1.9.2 Teachers who have been assigned a teaching assignment of less than half time will have their benefits determined on a pro-rated basis.

C.1.9.3 Teachers who have been assigned a teaching assignment in only one semester shall have their benefits determined by the above two articles on an annualized basis.

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.

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 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**
- 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 at the Board office 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 travelling 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 <u>Policy #57</u> 200	X	Annualized salary at time of retirement
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C.3.4.1.2 For service after September 1, 1976:

No. of days in gratuity account accumulated under provisions of <u>C.2.0</u> 200	X	Annualized salary at time of retirement	X	% in C.3.4.1.3
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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 two 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 35 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 two 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.9.2 If a teacher does not require Adoption/Parental Leave for reasons of being on vacation, holidays or leave, the teacher may still apply for Child Care Leave, but such leave shall commence only on the first school day following the adoption of the child.
- 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 membership 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 SUPPLEMENTAL
EMPLOYMENT BENEFITS (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 Based on the projected ADE, the FTE classroom teaching staff assigned to credit and credit equivalent courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, of 21.00 to 1 with a maximum teacher workload of 6.50 credit and credit equivalent courses and 0.17 TAP and/or remedial courses in accordance with the *Education Act* and Regulations thereunder.
 - D.1.1.1 The number of FTE classroom teachers assigned to non-21 to 1 self-contained Special Education classes shall not exceed the FTE teachers needed to fulfil the requirements of the *Education Act* and Regulation 298 Section 31.
 - D.1.1.2 The number of FTE teachers needed for Section 19 classes shall be the number approved by the Ministry of Education in each school year and shall be in addition to the staff allocation in D.1.1.

- D.1.1.3 The number of FTE classroom teachers assigned to Special Education non-credit program support and ESL/D non-credit program support shall be determined by the Staffing Advisory Committee.
- D.1.1.4 The number of FTE teachers assigned for Guidance Services shall not exceed the number generated at a rate consistent with the funding formula in effect for each year of this agreement.
- D.1.1.5 The number of FTE teachers assigned for Teacher Librarians shall not exceed the number generated at a rate consistent with the funding formula in effect for each year of this agreement.
- D.1.1.6 The number of FTE classroom teachers assigned to Hearing/Vision Impaired and the ACCESS programs shall be determined by the Staffing Advisory Committee.
- D.1.1.7.1 It is agreed that the total secondary staffing for 2000-2001 as allocated by the Staffing Advisory Committee shall be based on an ADE of 32,421. The number of FTE staff includes two (2) FTE teachers for Federation release time. For the purposes of this section, Section 19 teachers, Computer-site Administration teachers, School Leadership teachers and those teachers referenced in Articles A.4.7, A.4.8 and A.4.9 shall be at the discretion of the Board.
- D.1.1.7.1.1 For 2001-2002, it is agreed that the total secondary staffing as allocated by the Staffing Advisory Committee shall be determined in a similar manner as in 2000-2001 and in accordance with the *Education Act* and Regulations thereunder.
- D.1.1.7.2 The teachers referenced in Articles D.1.1 through D.1.1.6 shall be allocated in accordance with the parameters as determined by the Staffing Advisory Committee.

- D.1.1.8 The number of TAP and/or remedial assignments shall be the maximum number provided by regulation.
- D.1.2 It is agreed that, if the secondary staffing required on a Region-wide basis as determined by the Staffing Advisory Committee is higher than as per Article D.1.1.7.1 and D.1.1.7.1.1, then the Staffing Advisory Committee shall allocate the appropriate additional staff in a timely fashion.
- D.1.3.1 If Principals of individual schools that have either greater enrolment than predicted or other program requirements determine a need exists for added teacher strength, then the Principal shall forward a request for additional staffing to the Staffing Advisory Committee for consideration.
- D.1.3.2 In the event there is a surplus of teachers based on Article D.1.1.7.1 and D.1.1.7.1.1 the Board has the right to decrease the number of teachers to meet the terms of this agreement beginning with teachers as determined by the conditions of Article D.7.0 of the Collective Agreement.
- D.1.4.1 D.1.4.1 By September 15 of each year the teaching staff in each secondary school shall elect an In-School Staffing Committee (ISC) of three teachers, one of whom shall be the Branch president or designate from the Branch executive, to assist the principal or his/her designate in collecting and verifying all in-school data and materials pertaining to the staffing of the school for that school year and the following school year. Additionally, the In-School Staffing Committee shall assist the principal in monitoring staffing allocations and the teacher's workload.

- D.1.4.2 The ISC shall specifically:
- D.1.4.2.1 be responsible for reporting to the District 16 President and/or designate the details of and reasons for any assignments that are contrary to directions from the Staffing Advisory Committee particularly with respect to the equitable assignment of instructional time;
 - D.1.4.2.2 receive the appropriate items from the following list as determined by the Staffing Advisory Committee and provided by the Principal and/or designate:
 - (a) simple credit tally sheets
 - (b) data confirmation sheets
 - (c) staff allocation sheets
 - (d) staffing and/or related workload guideline memos sent to Principals and copied to the ISC from the SAC and/or secondary superintendents
 - (e) surplus declarations
 - (f) teachers on leave with return dates
 - (g) initial and subsequent section allocations by department
 - (h) monthly summary of supervised duties
 - (i) principal requests for extra staffing
 - (j) teacher timetables
 - (k) master schedules
 - (l) teacher utilization report
 - (m) utilization report;

- D.1.4.2.3 meet with the principal and/or principal designate a minimum of five (5) times during its term of duty and report in writing on its activities to the full school staff.
- D.1.5 The District 16 President and/or Chief Negotiator or their designates shall be invited to all meetings or parts of meetings that have staffing allocations, surplus placements and/or redundancies on the agenda.
- D.1.6 If, 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.1.6.1 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.1.6.3 Any and all data with respect to secondary staffing shall be provided to the District 16 Chief Negotiator or designate in a timely fashion.
 - D.1.7.1 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.1.7.2 The Staffing Advisory Committee (SAC) shall perform the following duties:

- (a) 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 parameters in Article D.1.1 through D.1.1.7.1 and D.1.1.7.1.1;
- (b) be responsible for allocating staff from the regional pools of reserve staff to the individual schools;
- (c) review, monitor and make recommendations regarding working conditions of teachers;
- (d) review, monitor and ensure that the application of transfer, surplus and redundancy procedures are properly followed;
- (e) publish and distribute to each ISC staffing allocations for each school;
- (f) meet with an ISC at the request of the Principal and/or designate, the District 16 President, the Associate Director or the SAC;
- (g) annually monitor, review and set system-wide parameters for the Teacher Advisory Program;
- (h) establish a system for tracking the monthly utilization of supervisions.

If the SAC cannot achieve agreement over an issue, the Bargaining Unit recognizes the Associate Director's right to make a final decision. If in the opinion of the Bargaining Unit such a decision is a violation of the collective agreement, the Board recognizes the Bargaining Unit's right to grieve.

D.1.8 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, 2000, 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 students;
- 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 referenced 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/ESL
Family Studies
Geography
Career Education and Community Development
History
FSL/Classical/International Languages
Mathematics
Music
Physical and Health Education
Resource Support Services/Library
Science
Special Services
Technological Studies
Visual Arts

D.2.4.2 A Special Services Department shall consist of two department heads working collaboratively, one for Special Education and one for Alternate Education provided that the Alternate Education department has a minimum of 1 FTE teacher. Where the Alternate Education department has less than 1 FTE teacher, there shall be only one department head for Special Services.

- D.2.4.2.1 For the purposes of determining Levels for Special Education as per D.2.4.6:
- (i) all Special Education self-contained classes, all Learning Strategy credit classes and all in-class resourcing classes shall apply;
 - (ii) all gifted classes on a rotary timetable shall count as being in the subject area as listed in D.2.4.1.
- D.2.4.2.2 For the purposes of determining Levels for Alternative Education as per D.2.4.6, all Alternate Education classes including Co-op classes, which are part of the Alternate Education program, shall apply.
- D.2.4.3 A Career Education and Community Development Department shall consist of two department heads working collaboratively, one for Career Education and one for Community Development.
- D.2.4.3.1 For the purposes of determining Levels for Career Education as per D.2.4.6, all Career Education sections including counselling and credit bearing shall apply.
- D.2.4.3.2 For the purposes of determining Levels for Community Development as per D.2.4.6, all Community Development sections (formerly Co-operative Education) including out-of school sections and in-school sections, as determined by the SAC, for which the Community Development department is responsible shall apply.
- D.2.4.4 An English/Drama/ESL Department shall consist of two department heads working collaboratively, one for English/Drama and one for ESL provided that the ESL department has a minimum of 1 FTE teacher. Where the ESL department has less than 1 FTE teacher, there shall be only one department head for English/Drama/ESL.

D.2.4.5 No teacher shall hold more than one position of responsibility at any one time, and no position shall be shared.

D.2.4.6 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:

Level 1	1 - 12 sections	\$1000
Level 2	13 - 24 sections	\$1750
Level 3	25 - 36 sections	\$2750
Level 4	37+ sections	\$3900

For the purposes of calculating sections, the total number shall include all elementary classes for which the department is responsible. For compensation matters only, should the number of sections be one-half more than the maximum in a level, the number will be rounded up to the next level.

These levels of remuneration will be revised annually based on both the actual ADE and the actual number of sections for the year as of March 31 in order that the responsibility allowances and benefits match the actual revenue allocated in the funding formula for Department Heads. The revised remuneration adjustments, if any, will be made no later than the last pay period in May.

D.2.4.7 Departments with 49 or more sections will be eligible for an Assistant Department Head. Responsibility allowance for Assistant Department Heads will be \$750.

D.2.4.7.1 For the purposes of the three departments referenced in D.2.4.2, D.2.4.3 and D.2.4.4 this shall apply only to the separate departments and not to the combined departments.

D.2.4.8 All department heads shall do supervisions on a last priority basis.

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 fulfil 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 his/her 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 new Department Head and Assistant Department Head positions are for a four year term.
- D.2.5.5 An incumbent may re-apply for a position of responsibility at the end of a four year term.
- D.2.5.6 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.2.5.7 If an incumbent Department Head or Assistant Head within a school re-applies for a position of responsibility at the end of his/her term, the incumbent shall be given preference over any other candidate of equal qualification and ability for the position previously held by him or by her. This clause does not apply to teachers holding an Interim Position of Responsibility.

D.2.5.8 Any leave taken during the term of the position will be considered as part of the term of the position.

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 that occurs or exists after July 1. Such appointments shall be for the duration of the school year.

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.2.6.7 The allowance for an Interim Department Head shall be the full allowance for a Department Head in accordance with Article D.2.4.6.

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.2.4.6.

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 a Level 4 Department 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 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.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 temporary administrative assignment authorized by the Superintendent of Schools is for less than twenty (20) working days, the teacher shall be paid an honorarium of \$20 per day or portion thereof above his/her regular pay.

D.4.4 If the first temporary administrative assignment exceeds 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.4.5 The board agrees to hire an occasional teacher to replace the teacher who is acting as the replacement for an absent Principal or Vice-Principal.

D.4.6 During the term of the temporary administrative assignment, the teacher may resign from the position with forty-eight hours notice and be returned to the same school and the same position previously held.

D.4.7 The performance of the teacher in fulfilling the duties of the temporary administrative assignment shall not be used as part of the formal evaluation process.

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 at any time by mutual consent of the District 16 Chief Negotiator or designate and the appropriate Supervisory Officer.

D.5.1.2 The remuneration of the part-time teacher engaged on a contractual basis shall be based on the percentages as established in Article B.3.2. Any additional workload of the part-time teacher shall be calculated in accordance with Article B.3.2.

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.7.0.

D.5.3.2 Having fulfilled the requirement of D.5.3.1, the part-time teacher may be offered a full-time position for which he/she is qualified:

- (a) prior to the placement of newly hired teachers; and
- (b) provided that the move from part-time to full-time does not directly create a surplus or redundant position at the school.

**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 position created by the reduction from full-time to part-time can be filled by a qualified teacher and the number of positions to be held by part-time teachers to teach in the same school and/or the system is not a financial or staffing burden to the Board.

D.6.0 DISABILITY MANAGEMENT

D.6.1 There shall be a Disability Management Program Committee (DMPC) and a Disability Management Program Team (DMPT) composed of the Board's Disability Management Case Manager or designate and District 16's District Executive Officer (DEO) or designate.

D.6.2 The DMPT shall administer the Disability Management Program in order to assist teachers with a medical disability to return to work or to remain at work.

D.6.3 In order for any accommodation, including voluntary assignments, to occur to a teacher's working conditions due to a medical disability, the accommodation must meet the criteria established by the DMPT and the DMPC.

D.6.3.1 In order for any accommodation, including voluntary assignments, to occur to a teacher's working conditions due to a medical disability, the teacher must meet the criteria established by the DMPT and the DMPC.

D.6.4 The DMPT shall report and make recommendations to the DMPC as the need arises.

**D.7.0 SENIORITY, TRANSFER, SURPLUS,
REDUNDANCY AND RECALL PROCEDURES**

D.7.1 Definitions

D.7.1.1 A 'Vacancy' is an unfilled secondary staff position within the Board that exists or will exist for the ensuing school year.

D.7.1.2 The Board may offer to teachers a "Voluntary Relocation" to a position at another school. The Voluntary Relocation must be made by mutual consent of the teacher, the principal of the originating school, the principal of the receiving school, the District 16 Chief Negotiator or designate and the appropriate supervisory officer(s) and may occur any time during a school year.

D.7.1.3 "Transfer List" shall mean a list of teachers requesting transfers beginning February 1 for the regular annual staffing cycle.

D.7.1.4 A "Surplus Teacher" is a Bargaining Unit member who has been identified first by seniority and secondly by qualifications as being in excess of the staffing requirements of a particular school for the ensuing year.

D.7.1.5 A "Redundant Teacher" is a Bargaining Unit member who has been identified by seniority as being in excess of the staffing requirements of the Board for the ensuing school year.

D.7.1.6 The Staffing Advisory Committee, for the purpose of seniority, transfer, surplus, redundancy and recall procedures, shall monitor all school decisions.

D.7.1.7 During the normal staffing cycle where a vacancy occurs for a position in the Board for which a member of District 16 is qualified, the Board shall post the vacancy at each relevant work site for a reasonable length of time but no less than three (3) work days before the deadline for the applications for the position.

D.7.2 Seniority

D.7.2.1 By March 1st of each year, the Board shall have developed a list(s) of all Bargaining Unit members employed by the Board as of January 1st of the same year in order of their acquired seniority.

D.7.2.2 The seniority system will take effect the date of ratification of this Agreement.

D.7.2.3 For the duration of this collective agreement, seniority shall be the length of total elementary and secondary continuous teaching service with the Board or its predecessor Boards from the first day worked after being hired. The parties agree to form a joint committee to collect data in order to assess the implications of a change to present seniority practices. The committee shall make recommendations to the Director of Education and to the President of District 16 OSSTF.

D.7.2.3.1 Teachers who become Principals and Vice-Principals and who return to the Bargaining Unit within two (2) years from their administrative appointment shall not lose any seniority.

D.7.2.3.2 For the purpose of establishing seniority, part-time teachers shall be treated as full-time teachers.

- D.7.2.3.3 For the purpose of establishing seniority, any approved absence shall not be considered an interruption of continuous service.
- D.7.2.4 Separate seniority lists shall be established for regular day school teachers and occasional teachers.
 - D.7.2.4.1 For Occasional Teachers seniority shall be defined as the length of continuous time on the Occasional Teacher List.
 - D.7.2.4.2 In the event that a tie in rank ordering occurs for Occasional Teachers, the tie shall be broken by lot conducted by the Associate Director and the Bargaining Unit President or their designates.
- D.7.2.5 Seniority list(s) shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
 - D.7.2.5.1 The Board-wide seniority list(s) shall be posted in all secondary schools and other worksites where Bargaining Unit members are employed. Copies will be forwarded to the President of the Bargaining Unit no later than March 15 of each school year.
 - D.7.2.5.2 Errors in the calculation of a member's seniority shall be brought to the attention of the Board by the member within thirty (30) work days or the list shall be deemed correct.
- D.7.2.6 For regular day school teachers, in the event that a tie in rank ordering occurs based on the first day of work, the following criteria shall be used to break the tie:
 - (a) The tie breaker will be the Principal's recommend to hire notice as indicated on the signed date of the acceptance of position form if both teachers have one.
 - (b) If after (a) there is a tie, the tie breaker will be the total years of teaching experience with the Board and its predecessor Boards as per Article D.7.2.3 including LTO experience.

D.7.2.6.1 If after all of the steps in D.7.2.6 there is still a tie, then the tie shall be broken by a lot conducted by the Associate Director and the Bargaining Unit President or their designates. Once this order is established subject to D.7.2.5.2, it may not be changed for the staffing cycle for which it was created.

D.7.3 **Transfers and Exchanges**

D.7.3.1 Bargaining Unit members who wish to be considered for transfer to another secondary school during the regular annual staffing cycle, must inform their Superintendent in writing commencing February 1, and continuing to the date established by the Staffing Advisory Committee, in the school year immediately prior to the school year for which the transfer shall be effective that their name should be placed on the transfer list.

D.7.3.2 All such requests as per Article D.7.3.1 shall remain on file during the regular annual cycle with the Superintendent until the Bargaining Unit member requests in writing otherwise.

D.7.3.3 Requests for transfers shall be used in conjunction with surplus procedures to fulfil the requirements of Articles D.1.1.7.1 and D.1.1.7.1.1.

D.7.3.4 A teacher who requests a transfer and agrees to be assigned to the elementary panel by the Board, shall be considered as a "teacher" as defined in the Collective Agreement between the York Region District School Board and the ETFO bargaining unit.

D.7.3.4.1 A teacher who is granted an exchange with a teacher in the elementary panel shall be considered a “teacher” as defined in the agreement between the York Region District School Board and the ETFO bargaining unit in York Region for a period of up to two (2) years. After the exchange, the teacher shall have the

right to return to the same school and the same position subject to the conditions of Section D.7.0 of this Agreement.

D.7.4 Surplus to School Declaration

D.7.4.1 Should transfers as per Section D.7.3 not satisfy the requirements of Article D.1.1.7.1 and D.1.1.7.1.1 based on projected enrolment, the following sequential steps will be used to identify the teachers who are to be declared surplus.

D.7.4.1.1 The least senior teacher, as determined by Section D.7.2, shall be declared surplus provided that the teacher’s assignment, in the opinion of the principal and the superintendent, can be filled satisfactorily by another qualified teacher at the school.

D.7.4.1.2 In secondary schools, the above guidelines may be applied within departments.

D.7.4.2 Bargaining Unit members on any approved leave or on lay-off are the responsibility of the originating school.

D.7.4.3 A principal shall notify in writing a Bargaining Unit member who is to be declared surplus for the next school year no later than May 15 of the current school year, such notification to be preceded by an interview with the member. If circumstances warrant, the May 15 date for notification may be altered by mutual consent of the Board and District 16.

- D.7.4.4 Any teacher declared surplus shall be given the option of either a position in another school to teach his/her area(s) of qualification or a position in another school to teach other subjects or in other divisions in accordance with the Regulations.
- D.7.4.4.1 If only one of the options in D.7.4.4 is available, the teacher shall accept that assignment.

- D.7.4.4.2 If neither option in D.7.4.4 and D.7.4.4.1 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.7.4.4.3 A teacher transferred under D.7.4.4.2 shall, upon assuming the assignment, become a "teacher" as defined in 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.7.4.4.4 A teacher declared surplus under D.7.4.3 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 above for that school year. If the teacher accepts such a timetable, he/she shall be offered a full timetable in the event that one becomes available, in the school from which the teacher was declared surplus, which is suitable to the teacher's qualifications. This obligation to offer such a position shall be binding for two (2) years from the date the teacher accepts the partial timetable.

- D.7.4.4.5 If no such positions are available, the teacher shall be declared surplus and assigned duty as a permanent supply teacher at full regular salary and benefits for no more than two years if he/she has had 5 or more years service with the Board and for no more than 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 that 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 one university semester without loss of salary.
- D.7.4.4.6 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.7.4.4.7 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 in which the teacher was declared surplus. If the teacher declared surplus is offered a position at the original school and declines the offer, the provisions of this article shall no longer apply.
- D.7.4.5 Teachers who are declared surplus and are offered a placement for which they are qualified shall have the right of refusal for the first two such offers. The third such offer is deemed to be a directive for employment by the Board. Should the teacher refuse the third offer, this absolves the Board of any further employment obligations to the teacher.
- D.7.4.6 Teachers who are in positions of responsibility shall be protected from being declared surplus.
- D.7.4.7 In order to facilitate the staffing process, known vacancies for positions of responsibility shall be filled by May 1 of each year.

D.7.5 Redundancy (Lay-Offs)

The Board agrees not to lay off a teacher until all of the above provisions have been met.

- D.7.5.1 Should a reduction in staff result in redundancies, Bargaining Unit members who are least senior as defined in Section D.7.2 shall be informed in writing by the Board no later than June 15 that they are redundant. Reductions in staff shall start at the bottom of the seniority list with the least senior Bargaining Unit member and proceed up the ranked list.
 - D.7.5.2 The number of Bargaining Unit members declared redundant by the Board shall not exceed the total reduction of staff based on the provisions of Article D.1.1.7.1 and D.1.1.7.1.1 using projected enrolments within a tolerance of one half of one per cent.
 - D.7.5.3 The President of the Bargaining Unit or his/her designate shall be provided with all relevant information prior to the declaration of redundancy declarations and with the names of all redundant teachers.
 - D.7.5.4 The Board in consultation with District 16 shall determine displacements and consequent staffing adjustments. The number of displacements shall be kept to a minimum.
 - D.7.5.5 A teacher may elect in writing to refuse to displace another teacher and be placed on the recall list.
 - D.7.5.6 Teachers who are in positions of responsibility shall be protected from being declared redundant.
- D.7.6 Recall**
- D.7.6.1 The Board shall establish and maintain a recall list of all Bargaining Unit members declared redundant.

- D.7.6.2 Bargaining Unit members who have been declared redundant shall be recalled to staff complement vacancies based on seniority and be reinstated for up to a maximum of two (2) years after being declared redundant. During the recall process, preference will be given to seniority if qualifications are equal.
- D.7.6.3 Redundant members shall be entitled to continue to be enrolled in benefit plans in which the members were enrolled immediately prior to being declared redundant, with the teacher paying the full cost of premiums for up to a maximum of two (2) years after being declared redundant.
- D.7.6.4 Bargaining Unit members who are eligible for recall shall file with the Board their most recent address and telephone number.
- D.7.6.5 When a position becomes available, the Board shall contact the teacher being recalled by telephone and shall offer the position by registered mail. The Board must make every reasonable effort to contact the teacher.
- D.7.6.6 A teacher has the right to refuse recall to a position offered by the Board based on travel considerations without prejudice to the member's recall rights.
- D.7.6.7 No external hiring or transfers from the elementary panel shall take place until positions have been offered to redundant Bargaining Unit members as per Article D.7.6.2.

D.8.0 REORGANIZATION OF SCHOOLS

- D.8.1.1 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.8.1.2 District 16 will be given an opportunity to comment at this stage.

D.8.2 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.9.0 TERM APPOINTMENTS

D.9.1 All teachers who are appointed or who are presently on a term position as Curriculum Consultants and Curriculum Coordinators as defined in Articles A.4.7, and A.4.8 or as Administrative Assistants shall be subject to the following:

D.9.1.1 the term may be renewed subject to the discretion of the Director or his/her designate.

- D.9.2 Notwithstanding the above, the term of original appointment and/or renewal may be less than the agreed upon time if the teacher:
- D.9.2.1 voluntarily relinquishes the position;
 - D.9.2.2 has an unsatisfactory performance review and has the recommendation of the Director or his/her designate to terminate the appointment;
 - D.9.2.3 has been given one year's notice by the Board that the position currently being held by the teacher shall cease to exist;
 - D.9.2.4 is no longer entitled to release from teaching duties under D.3.0.
- D.9.3 A teacher who holds a term position and whose term is not renewed or whose term is shortened for reasons stated in D.9.2 shall return to the position level held prior to the appointment.
- D.9.4 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.9.5 The Teacher(s) referred to in D.9.3 and D.9.4 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.9.6 In implementing D.9.5 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.9.7 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.

- D.9.8 The allowance for a Curriculum Consultant, Curriculum Coordinator or an Administrative Assistant shall be \$6,976.

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 immediately investigate the complaint and notify the teacher of his/her findings in writing within fourteen (14) working days.
- 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.1.7.1 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.1.7.2, 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 April 1 of each school year.

E.2.2 Assigned Time and Preparation Time

- E.2.2.1 Each full-time classroom teacher shall be assigned a maximum of 6.50 credit and/or credit equivalent courses plus 0.17 TAP and/or remedial courses and/or equivalent credit courses as defined in the Education Act and Regulations.
- E.2.2.2 Unless otherwise agreed to by the Board and the Bargaining Unit, in a semestered school no classroom teacher shall be assigned more than 3.5 of the 6.5 credit and/or credit equivalent courses in a semester.
- E.2.2.3 Effective September 1, 2000, in addition to the assigned duties referenced in Articles E.2.2.1 and E.2.2.2, a full-time teacher may be assigned scheduled duties to a maximum of thirty (30) one-half (1/2) periods or equivalent per year. When teaching 3.5 classes or more, no scheduled duties shall be assigned.
- E.2.2.3.1 Effective September 1, 2000, in addition, a teacher may be assigned a maximum of 10 emergency half-period (1/2) duties or equivalent per year when he/she is not teaching 3.5 or more classes. Emergency shall be defined as any unforeseen circumstance that occurs not earlier than thirty (30) minutes prior to the commencement of that teacher's school day.
- E.2.2.3.2 Principals will make every effort to assign on an equal basis the working conditions in the above two Articles.
- E.2.2.3.3 No teacher shall be assigned on call/supervision duties in addition to those, which are set out above.
- E.2.2.3.4 Unassigned time shall be available to the teacher for preparation and marking.

E.2.2.4 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes. The Board shall make every reasonable effort to ensure that the lunch break occurs between the end of the first class and the beginning of the last class.

E.2.2.5 The workload guidelines outlined above shall be pro-rated for part-time teachers according to the percentages in B.3.2.

E.2.2.6 Based on 75 minute periods, no teacher shall be allocated assigned time over a continuous interval exceeding 225 minutes excluding travel time between periods.

E.2.3 Opening of Schools

E.2.3.1 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 forty percent (40%) of the allowance of a Level 4 Department Head effective from the date of appointment to the date of the actual opening of the school. Those appointed after the beginning of the semester preceding the opening of the school shall have their allowance pro-rated.

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.

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.4.1 The Board shall give preferential consideration to District 16 teachers when hiring for credit courses offered in night school and summer school in those subjects in which the teacher is qualified to teach.

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 – OCCASIONAL TEACHERS

Unless otherwise stated, all rights and privileges of this Collective Agreement shall apply to the Occasional Teachers in Part F. Where there is a conflict between the provisions of Part F and other provisions of the Collective Agreement, the provisions of Part F shall apply.

F.1.0 RECOGNITION

F.1.1 The Board recognizes the secondary school teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation and District 16 as the Branch Affiliate authorized under the Education Act to negotiate on behalf of occasional teachers on contracts executed in accordance with the regulations established under the Education Act.

F.1.2 A person who is covered as a regular teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher shall be covered by whichever section of the Collective Agreement is applicable to that teacher at any point in time.

F.1.3 Definitions

F.1.3.1 The term "occasional teacher" has the meaning assigned to it by Section 1 (1.1) of the Education Act.

F.1.3.2 "Long Term Occasional Teacher" shall mean an occasional teacher who is employed for a period of sixteen (16) or more consecutive full-time equivalent instructional days as a replacement for the same teacher. All other occasional teachers covered under this Collective Agreement are referred to as "Short Term Occasional Teachers".

F.1.3.3 "Short Term Occasional Teacher" shall mean any qualified secondary occasional teacher who is not a long term occasional teacher.

F.1.3.4 "Occasional Teacher List" means a list of occasional teachers of the bargaining unit who are qualified and who have been accepted by the Board as occasional teachers in the secondary panel as defined in Bill 160 and who have been actively employed by the Board in the secondary panel within the last sixty (60) days.

F.1.3.5 “Days” means instructional days unless otherwise specifically provided.

F.1.3.6 “Instructional days” shall be those days designated by the Board each year excluding school holidays but for the purpose of remuneration shall include those examination days and professional development days required by the Principal and/or designate.

F.2.0 RIGHTS OF PARTIES

F.2.1 No long term occasional teacher shall be demoted, suspended, disciplined or dismissed without just cause.

F.2.1.1 For the purposes of just cause, a lower standard may be applied to long term and short term occasional teachers.

F.2.2 An occasional teacher may be a member of more than one teachers’ bargaining unit.

F.2.3 Upon request, and up to a maximum of twice per year, the Board shall give the District 16 President or designate a copy of the list of occasional teachers maintained by the Board.

F.2.4 Should a period of sixty (60) consecutive working days elapse (when some employment would be available to occasional teachers) without the occasional teacher being called out for employment, the teacher shall not be considered a member of the bargaining unit until being called out again for employment.

F.2.5 Prior to external hiring and depending on the limitations of qualifications, the Board shall make every reasonable effort to hire a probationary teacher from the occasional teacher list to fill any vacancy arising owing to the death of a teacher during the school year.

F.2.6 A long term occasional teacher who accepts a position as a teacher will be granted experience towards seniority equivalent to his/her term of service as a long term occasional teacher with the Board. This experience will be granted only after the successful completion of the probationary period.

F.2.7 Except in exceptional circumstances, the Board shall hire occasional teachers to perform the duties of teachers who are absent from their regular duties due to the conditions set out in Articles C.2.3.4, C.2.4.4.(i), C.2.4.5.1, C.2.4.5.2 and conferences, conventions or workshops where the Board requires the teacher's attendance.

F.3.0 FEDERATION FEES

F.3.1 On each pay date on which an occasional teacher is paid, the Board shall deduct from each occasional teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board.

F.3.2 The OSSTF dues deducted in Article F.3.1 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, the number of days worked and the amounts deducted.

F.3.3 The Board also agrees to deduct District 16 dues from its occasional teachers on a semi-annual basis or as otherwise mutually agreed and to forward these to District 16.

- F.3.4 Dues specified by District 16 in Article F.3.3 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 occasional teachers and the amounts deducted.
- F.3.5 Pursuant to F.3.2 and F.3.4 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.
- F.3.6 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.
- F.3.7 The Board shall provide to the District 16 President or designate, by October 15 of each year, a letter stating the total number of days of secondary short and long term occasional teaching days for the previous year.

F.4.0 SALARY AND BENEFITS

F.4.1 Short Term Occasional Teachers

- F.4.1.1 The Board shall pay, in respect of each day of employment with the Board in a short term occasional teaching assignment, the following rates of pay:

Effective September 1, 2000 – March 31, 2000:
 qualified with degree or equivalent \$164.78

Effective April 1, 2001 – August 31, 2001:
 qualified with degree or equivalent \$166.51

Effective September 1, 2001 – March 31, 2002:
 qualified with degree or equivalent \$168.38

Effective April 1, 2002 – August 31, 2002:
 qualified with degree or equivalent \$170.36

These rates are inclusive of statutory holidays and vacation pay.

- F.4.1.2 A short term occasional teacher who worked at least eighty (80) full-time equivalent days as an occasional teacher for the Board in the prior school year may, upon application, participate in the Board's extended health, semi-private hospital care and basic dental plans, provided that:
- (i) the teacher assumes 90% of the premiums; and
 - (ii) the teacher pays such premiums and administration fees in advance in accordance with the Board's procedures.
- F.4.1.3 Each eligible teacher under F.4.1.2 shall, not later than August 15th of each year, complete and return the election form provided by the Board.
- F.4.1.4 Each eligible teacher under F.4.1.2 who elects to participate in the Board's employee benefit program shall be a participant in the plans from September 1 to the following August 31 provided that the eligible teacher:
- (i) remains on the Board's list of Occasional Teachers;
 - (ii) remains available for work as an occasional teacher, except as may be otherwise permitted by the Board;
 - (iii) pays the occasional teacher share under F.4.1.2; and,
 - (iv) is not in arrears of payment of premiums.
- F.4.1.5 A short term occasional teacher enrolled in the Board's benefit program may continue participation in that plan from the next September 1 to the following August 31 providing that the occasional teacher:

- (i) works at least eighty (80) full-time equivalent days as an occasional teacher with the Board during the current school year; and
- (ii) fulfils the conditions set out in the previous articles.

F.4.1.6 If the short term occasional teacher fails to comply with any of the conditions in articles F.4.1.3, F.4.1.4 and F.4.1.5, then the occasional teacher's enrolment shall immediately terminate and the occasional teacher shall not be eligible to re-enroll except as permitted by the benefit program plans and then, not until the occasional teacher again becomes eligible under article F.4.1.2.

F.4.2 Long Term Occasional Teachers

F.4.2.1 A long term occasional teacher who is employed for a period of sixteen (16) or more consecutive instructional days or the equivalent thereof 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 said employment in accordance with the applicable articles in Part B of this Collective Agreement.

F.4.2.2 At the time of signing an agreement accepting a long term 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 and will be pro-rated consistent with Article C.1.9. The Board shall inform the short-term occasional teacher of this option the first time that the teacher is placed on the occasional teacher list.

F.4.2.3 The premiums will be shared in accordance with the applicable articles of this collective Agreement provided the long term occasional teacher is employed for a period of sixteen (16) or more consecutive instructional days or the full-time equivalent thereof. If the period of employment, for whatever reason, is terminated prior to the sixteenth (16th) day, the entire premiums will be paid by the teacher.

F.4.2.4 If the teacher did not elect to enroll in the benefit program at the time of signing the agreement accepting a long term occasional teaching assignment, the teacher will be given a second opportunity to enroll upon the completion of the sixteenth (16th) consecutive day as defined above. Such request shall be in writing and benefits shall be effective as of the seventeenth (17th) day.

F.4.2.5 In the event that the assignment of the long term occasional teacher is to be terminated for reasons other than just cause prior to the originally scheduled termination date, the long term occasional teacher will be given two (2) teaching days notice or two (2) days' pay in lieu of notice.

F.4.2.6 In the event that a teacher is on leave for the entire school year or more, the Board shall hire a teacher. The Board shall give preference to an occasional teacher over other candidates of equal qualifications and ability for this position.

F.5.0 RELATED EXPERIENCE

F.5.1.1 A long term occasional teacher who, in the last two (2) school years was a permanent contract teacher with the Board or with its predecessor Board, will be granted related experience if, while a permanent teacher with the Board, this experience was granted and the long term occasional assignment is in the same subject area for which the related experience was originally granted as per Article B.2.5.

F.5.1.1.1 The long term occasional teacher must inform the Employee Services department no later than ten (10) instructional days from the date the long term 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 a long term occasional agreement is signed. At the first time of hire, the Board shall inform the long-term occasional teacher of the requirements of this article.

- F.5.1.2 A long term occasional teacher will be granted placement on the salary grid for recognized teaching experience which for this purpose shall include elementary and secondary experience in Ontario or other jurisdictions adjusted by the following:
- (i) teaching experience to be used to establish the step on the grid at the time of hiring at the discretion of the Director;
 - (ii) experience for part of a year will be credited at 1/10 of the yearly increment provided that the teacher was full-time or a long term occasional teacher. If such teaching was on a part-time basis, the increment will be pro-rated. No credit shall be given under this article for experience in the current school year; and,
 - (iii) at the beginning of each school year, teaching experience in fractions of years will be added to give complete steps for each ten (10) months if the experience is in York Region or has been previously accepted.

F.6.0 METHOD OF PAYMENT

- F.6.1 Long term occasional teachers shall be paid as per the salary grid in Section B.3.0 of this Collective Agreement.
- F.6.2 Occasional Teachers shall be paid bi-weekly through bank deposit on the pay dates specified in the Board's schedule provided that the Occasional Teacher submits vouchers in accordance with the pay schedule established by the Board.
- F.6.3 The payment shall be deposited at the bank branch of the teacher's choice. If the teacher requests that his/her payment be deposited in a trust company or credit union that is not on the

CIBC electronic network (service code 1), he/she may not receive his/her payment on the regular pay dates as specified in F.6.2. 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 that arise from choosing an institution that 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.

F.7.0 OCCASIONAL TEACHER LIST

- F.7.1 To be eligible for inclusion on the occasional teacher list, an occasional teacher must be a member of the Ontario College of Teachers and must possess a valid Ontario Teaching Certificate or equivalent unless otherwise permitted by legislation.
- F.7.2 The occasional teacher list shall show the names, addresses and telephone numbers of such occasional teachers and the subjects and/or divisions that the occasional teacher is qualified and willing to teach. The list will show any additional qualifications required by the Ontario College of Teachers.
- F.7.3 At the time an occasional teacher is accepted for inclusion on the occasional teacher list, the occasional teacher will select, from among the geographic areas designated by the Board, geographic areas and schools within the geographic areas for which the occasional teacher wishes to be designated on the sub-list for each area. Notwithstanding the occasional teacher's selection of a particular area or areas or a particular school or schools, the Board may request an occasional teacher to work in another geographical area or school as required.

- F.7.4 The occasional teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work.
- F.7.5 It is the responsibility of each occasional teacher to notify the Board in writing of any change of address or phone number needed to contact the occasional teacher regarding teaching assignments.
- F.7.6 An occasional teacher who, because of illness, pregnancy, adoption of a child, or any other reasons acceptable to the Board, becomes unavailable for an assignment, shall be retained on the Board's occasional teacher list in an inactive status during the period of such unavailability for the remainder of the school year provided that such occasional teacher makes herself/himself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the occasional teacher list. An occasional teacher who becomes unavailable for such reasons shall inform the Board of the date of commencement of a return from the period of unavailability.
- F.7.7 The Board shall call qualified occasional teachers on the occasional teacher list first to replace teachers who are absent.
- F.7.8 Each occasional teacher wishing to be considered for long term occasional teaching assignments or a regular contract position, shall indicate such interest to the Board annually. This information shall be provided to each secondary school principal and to the District 16 President.

F.7.9 The occasional teacher list shall be capped at twenty (20) percent of the FTE teachers employed by the Board as per Article D.1.1.7.1 and D.1.1.7.1.1 of this Collective Agreement. This cap shall not include those teachers declared surplus under the provisions of Article D.7.4.4.5 and may be revised on written agreement of both parties.

F.7.10 For every occasional teacher on the list who receives a long term occasional teaching assignment, the Board shall endeavour to add a new occasional teacher to the list until the conditions of F.7.9 are met.

F.7.11 When a long term occasional teaching assignment is terminated, the teacher who has completed the assignment will become active on the occasional teacher list and the teacher added to the list as per Article F.7.10 will be dropped from the list provided that the list exceeds the conditions in Article F.7.9 and the person dropped from the list has the least seniority as per Section F.8.0.

F.8.0 SENIORITY AND RECALL

F.8.1 The Board shall maintain a seniority list showing each occasional teacher's name and seniority ranking. A copy will be forwarded to the District 16 President.

F.8.2 A long term occasional teacher who is absent from work due to illness, accident, pregnancy, adoption of a child or approved leave of absence shall continue to accumulate seniority during the period of such absence.

F.8.3 In the event the Board adds names to the Occasional Teacher List, it shall make every reasonable effort to first contact those persons who were previously removed from the List by the application of Article F.2.4 and offer them the opportunity for employment as an occasional teacher. The Board will contact the former members in the order they were dropped from the list. The right to be so contacted will apply for two (2) years from the time the teacher is removed from the list.

F.9.0 SICK LEAVE CREDITS

F.9.1 Upon the effective date of a long term occasional teaching agreement, the teacher shall be entitled to sick leave credits in accordance with the following provisions of this section. The administration of the sick leave plan shall be vested in the Director of Education.

F.9.2 An eligible long term occasional teacher shall be granted sick leave with pay at the rate of two (2) days' credit for each complete month of service. Sick leave credits shall be accumulated and carried into any other LTO assignments in that same school year.

F.9.3 The sick leave credits accumulated by each long term occasional teacher shall be reduced by one (1) day for each day of absence due to illness or injury. Such a teacher shall, when requested by the Board, produce evidence of illness or injury, which may include a certificate signed by a registered medical or dental practitioner.

F.9.4 There shall be no payment made by the Board, other than that in accordance with Article F.9.3, to any occasional teacher in respect of unused sick leave credits accumulated while employed as a long term occasional teacher.

F.9.5 Absences as per Articles C.2.4.4, C.2.4.5.1, and C.2.4.5.2 shall apply equally to long term occasional teachers.

F.9.6 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:

F.9.6.1 the severe illness or death of a mother, father, husband, wife, child (maximum 3 days); and

F.9.6.2 funeral (maximum 1 day per occasion).

F.10.0 WORKING CONDITIONS

F.10.1 The Board shall ensure that :

- (i) the timetable of a long term occasional teacher is consistent with Section E.2.2;
- (ii) the timetable of a short term occasional teacher on a per diem basis is consistent with Section E.2.2;
- (iii) the timetable of a short term occasional teacher on a per diem basis is consistent with or similar to the timetable of the teacher who is being replaced; and,
- (iv) the teacher called for a half-day assignment shall be given no more than the pro-rated number of instructional periods and/or classes as per Section E.2.2.

F.10.2 An occasional teacher who accepts a full day-teaching assignment with the Board shall be provided with an uninterrupted period for lunch, free from duty, of at least forty (40) consecutive minutes per day.

F.11.0 PROFESSIONAL ACTIVITY DAYS

- F.11.1 A long term occasional teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity.
- F.11.2 In the event that a short term occasional teacher is required by the Board to attend a Professional Activity Day, the occasional teacher shall receive the normal rate of pay for the day.
- F.11.3 A short term occasional teacher not required by the Board to attend a Professional Activity day or any other in-service program may attend on a voluntary basis without pay and with the approval of the school's Superintendent. Any fees charged for an in-service program will be paid by the occasional teacher at the same rate as that charged to a permanent contract teacher.

F.12.0 CALL-OUT ERRORS

- F.12.1 An occasional teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board, shall be given appropriate employment for one-half day and shall be paid a half-day's pay for reporting for duty.
- F.12.1 If an occasional teacher has been called in error for a full-day assignment and is told of this error by the end of Period 1, the occasional teacher shall be guaranteed appropriate employment for one half day and shall be paid one half day's pay for reporting for duty.
- F.12.3 If an occasional teacher has been called in error for a full-day assignment and is told of this error after Period 1, the occasional teacher shall be guaranteed appropriate employment for a full day and shall be paid a full day's pay for reporting for duty.

F.13.0 LATE CALLS

- F.13.1 An occasional teacher shall not be considered late for a teaching assignment as a result of a late request to report to such assignment provided that the occasional teacher arrives on or before the time mutually agreed upon by the Board representative and the occasional teacher.
- F.13.2 Except where otherwise indicated by the Board representative, an occasional teacher shall report for duty at least fifteen (15) minutes prior to the commencement of classes.

F.14.0 AUTOMATED CALLING SYSTEM

- F.14.1 Prior to the initial implementation of any computerized dispatch system, the Board and District 16 agree to explore the operation of this system with the purpose of providing an equitable distribution of work for all short term occasional teachers whose names are on the occasional teacher list taking into account qualifications and availability.
- F.14.2 Once developed, an automated calling system shall be employed to engage short term occasional teachers whenever a teacher is absent. A Principal or teacher as authorized by the Principal and/or designate may request the services of a particular occasional teacher.
- F.14.3 The Board and District 16 agree to meet regularly and, in any event, at least once per year to review the design and operation of the automated calling system.
- F.14.4 Modifications to the design and/or operation of the automated calling system that impact on the Collective Agreement shall be made only with the mutual written consent of the Board and District 16.

- F.14.5 It is the responsibility of the Board to ensure that all of the occasional teachers on the Occasional Teacher List are trained in the operating procedures of the dispatch system by means of instructional booklets. Each occasional teacher shall receive a copy of the written instructions.

PART G – APPENDIX

G.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, 2000 to March 31, 2001:

Summer School teacher	\$38.54/hr
Night School teacher	\$38.54/hr

March 31, 2001 to August 31, 2001:

Summer School teacher	\$38.94/hr
Night School teacher	\$38.94/hr

September 1, 2001 to March 31, 2002:

Summer School teacher	\$39.38/hr
Night School teacher	\$39.38/hr

April 1, 2002 to August 31, 2002:

Summer School teacher	\$39.84/hr
Night School teacher	\$39.84/hr

All rates include 4% vacation pay.

G.1.1 Adult Day School

- G.1.1.1 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).

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

- G.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.
- G.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.
- G.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.
- G.1.1.6 The wage schedule for Adult Day School teachers employed at the RHACLC for September 1, 2000 to August 31, 2002 shall be as follows:
- | | |
|--------------------------------------|---------|
| September 1, 2000 to March 31, 2001: | \$38.54 |
| April 1, 2001 to August 31, 2001: | \$38.94 |
| September 1, 2001 to March 31, 2002: | \$39.38 |
| April 1, 2002 to August 31, 2002: | \$39.84 |
- All rates include 4% vacation pay.

PART H - 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, 2000 to August 31, 2002.

**H.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.

H.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.

H.3.0 RE: RETIREMENT GRATUITY

LETTER OF INTENT

BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

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 program.

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 January 1, 2002.

H.4.0 RE: SENIORITY

LETTER OF INTENT

BETWEEN

THE YORK REGION DISTRICT SCHOOL BOARD

AND

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

RE: SENIORITY

The parties agree to establish a committee collect data in order to assess the implications of a change to the present seniority practices.

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 January 1, 2002.