

COLLECTIVE AGREEMENT

BETWEEN

SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND

THE AFFILIATE

REPRESENTING THE SECONDARY SCHOOL TEACHERS

EMPLOYED BY

SIMCOE COUNTY DISTRICT SCHOOL BOARD

(O.S.S.T.F., DISTRICT 17)

SEPTEMBER 1, 2004 to AUGUST 31, 2008

SIMCOE COUNTY DISTRICT SCHOOL BOARD

Chairperson – Debra Edwards

Administrative Council

Gord Campbell	Director of Education
Steve Barker	Supt. of Education – District 3
Lou Brandes	Supt. of Education – District 1
Doug Tateishi	Supt. of Student Services
Tom St. Ivany	Supt. of Facility Services
Aileen Ashman	Supt. of Employee Services
Kirsten Parker	Supt. of Education – District 6
Janis Medysky	Supt. of Education – District 5
Norm Stormes	Supt. of Education – District 2
Sandy Thompson	Supt. of Education – District 4
Mark Valcic	Supt. of Business Services

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
District 17 (Simcoe)**

Executive 2004-2005 School Year

President	Marty Wilkinson
1st Vice-President	Peggy Stevens
2nd Vice-President	Miles Allemano
Secretary-Treasurer	James Brawn
Chief Negotiator	George Lamoureux
Provincial Councillor	Ian Tudor
Past President	Don Renwicke

OSSTF Collective Bargaining Committee Table Team

George Lamoureux	District 17 Office
Marty Wilkinson	District 17 Office
Frank Steeve	Innisdale S.S.
Jon Thurston	Penetang S.S.
Lynn Begin	Bradford D.H.S.
Stacey Larmon	Twin Lakes S.S.
Rod Bennett	Collingwood C.I.
Jennifer Campbell	Barrie Central C.I.

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ARTICLE 1 -- PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Agreement hereinafter referred to as the "Agreement" to set forth certain of the conditions of employment agreed to between the Parties.

ARTICLE 2 -- EFFECTIVE PERIOD

- 2.01 (a) This Agreement shall be in effect from September 1, 2004, and shall continue to be in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- (b) Notwithstanding the period of notice cited in Article 2.01(a), either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 2.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations or the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 2.03 The Teacher-Trustee Relations Committee, as defined in Article 28, shall continue as a discussion forum for matters of mutual interest which are not in dispute and which arise during the term of this agreement.
- 2.04 The Collective Agreement may be altered only through the mutual written consent of the Board and the Bargaining Unit.
- 2.05 The party desiring such an alteration shall give written notice, stating the proposed change to the other party. The other party shall respond to the proposal within fifteen (15) calendar days.
- 2.06 Any recommended alterations shall be subject to ratification procedures of each party.

ARTICLE 3 -- RECOGNITION

- 3.01 (a) The terms Union and Bargaining Unit within this document shall be considered to be synonymous.
- (b) The Simcoe County District School Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for teachers who are members of the Bargaining Unit of OSSTF, District 17 Simcoe, and who are employed by the Board, and who are assigned to one or more secondary schools or workplaces to perform duties in respect of such schools all or most of the time.
- (c) The Board recognizes the right of the OSSTF to delegate the authority to

negotiate on its behalf to the negotiating team of the Bargaining Unit and to withdraw that delegation. OSSTF will inform the Director of Education in writing of such delegation or withdrawal of that delegation.

- (d) The Board recognizes the right of OSSTF and/or the Bargaining Unit to represent any teacher at any meeting with the teacher as set out in Article 4.03.

3.02 This agreement is binding upon the Board and the Federation that is a party to it and upon the teachers who are members of the Bargaining Unit employed by the Board, in accordance with the Ontario Labour Relations Act.

3.03 The Board agrees to advise new teachers at time of first hire that a collective agreement is in effect

ARTICLE 4 -- BOARD'S RESPONSIBILITIES AND STATUTORY RIGHTS OF PARTIES

4.01 The right to manage and conduct the business of the Board is vested with the Board and its administration, save and except to the extent specifically modified by a provision of this Agreement. Without limiting the foregoing, the Board's rights shall include the right to hire, assign, evaluate, promote and transfer teachers, including the assessment of requirements and qualifications for assignment; the right and responsibility to demote, discipline and discharge teachers only for just cause; the right to release teachers under probationary contract; the right to terminate the contracts of teachers surplus to the Board's needs; the right and responsibility to approve the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives; the right to determine the programs and activities offered by the schools; the right to determine job content and functions to be performed; the right to approve the number of students to be allocated to a program, class size, subjects to be taught, the designation or establishment of organizational units; the right to select persons for positions of responsibility; the right to determine the hours of school, the school year, the holidays to be observed; the right to make, change and enforce reasonable rules and regulations and all other such aspects of the Board's jurisdiction as in the legislation and regulations pertaining to education in the Province of Ontario.

4.02 The rights referred to in 4.01 shall be exercised subject to the provisions of the Agreement. Notification to teachers regarding hiring, promotion, demotion, transfer, discipline and termination shall be in writing.

4.03 (a) No teacher shall be demoted, discharged, dismissed, or disciplined in any way without just cause. Such cause shall be provided to the teacher, in writing, within five (5) working days from the time the teacher is informed of any such action. It is recognized that a lesser standard of just cause applies to the termination of probationary teachers.

(b) Prior to the imposition of any demotion, dismissal, or discipline, there shall be a meeting held between the teacher and a Board representative to discuss the matter in the presence of and with the assistance of OSSTF representation as determined by the local Bargaining Unit President.

4.04 The Board agrees to state in writing the reasons for the release of a teacher under probationary contract at the request of the Bargaining Unit.

- 4.05 Where legislative changes directly affect any provision of this agreement, a meeting may be requested by either party prior to implementation of the legislative changes.
- 4.06 The Board agrees to exercise its rights in accordance with the employment-related Acts and Regulations of Ontario.

ARTICLE 5 -- CATEGORY DEFINITIONS & IMPLEMENTATION

- 5.01 The placement of OSSTF District 17 teachers in their respective Groups shall be determined in accordance with the Certification Plan of OSSTF in effect on April 1, 2003. These Certification Rating Statements are the only statements acceptable for verification of placement. Any changes to the Certification Plan of OSSTF in effect on April 1, 2001, must be approved by the Board and the Bargaining Unit for recognition by the Board in teacher Group placement.

Category determination:	Group 1	-	Category IV
	Group 2	-	Category V
	Group 3	-	Category VI
	Group 4	-	Category VII

Adjustment to Salary Placement as a result of changes in the certification plan shall be effective from the date the Certification Statement is submitted to the Employee Services Department.

- 5.02 Notwithstanding Clause 5.01, those teachers now employed by the Simcoe County District School Board and holding a Department of Education High School Specialists' Certificate or equivalent and who in 1971-72 were paid in Category VI or higher will continue to be paid in Category VI or higher providing that evidence of continuing progress toward category in question is produced prior to September 15, of each new school year. Failing such evidence, the teacher shall revert to proper category on September 1 of the school year concerned.
- 5.03 No teacher shall be hired at a salary higher or lower than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.
- 5.04 (a) A teacher's position on the basic salary schedule shall be determined by the total number of years of elementary and secondary school teaching experience in Canada, or as a certified continuous occasional teacher with an Ontario School Board (prior to September 1 of the current school year), calculated to the nearest full year combined with the category qualifications five (5) complete teaching months or more shall be taken to the next full year). Teaching experience in schools located outside Canada may be accepted at the discretion of the Administrative Council.
- (b) Teachers employed by the board and its predecessors prior to September 1, 1977 shall maintain their previously accepted number of years of experience for position on the basic salary schedule.
- 5.05 A part-time teacher's position on the basic salary schedule shall be determined in accordance with clause 11.01.

5.06 A part-time teacher shall have access to all provisions negotiated in this agreement on a pro-rata basis except where specifically stated otherwise.

5.07 Salary Adjustments

- (a) A teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount in addition to the increment where applicable.
- (b) Where a teacher has completed all the course work and qualifies for a change in category prior to the 1st day of September, the salary adjustment will be made effective from the beginning of school in September of that year, on submission of the proper documents to the Board on or before the 30th day of June of the year following, provided that a copy of the application for change in category is submitted on or before the 30th day of November of the year the teacher completed the qualifications.
- (c) If a copy of the application for such change in category is submitted to the Employee Services Department, Education Centre after the 30th day of November, then the adjustment will be made effective the 1st day of January following.
- (d) Where a teacher has completed all the course work and qualifies for a change in category prior to the 1st day of January, the salary adjustment will be made effective from the 1st day of January of the school year providing the proper documents have been submitted to the Employee Services Department on or before June 30th of the school year.
- (e) Where a teacher has completed all the course work and qualifies for a change in category prior to the 1st day of February, the salary adjustment will be made effective from the 1st day of February of the school year providing the proper documents have been submitted to the Employee Services Department on or before June 30th of the school year.
- (f) All requests for a salary adjustment, as a result of a category change, will be made on a form supplied by the Board.

5.08 Every certified teacher will progress to the maximum salary by the annual increments provided in the schedule.

5.09 Although the Board has the right to create or designate a new position to be filled by a teacher who comes within the scope of this Agreement, it is agreed that the salary schedule for such a position shall be negotiated with the Bargaining Unit through the Collective Bargaining Committee, within six (6) months of the Board's appointing a teacher to that position.

5.10 Posting of Positions

- (a) Vacancies in teaching positions and in positions of responsibility will be

posted in the schools for a period of five days. External advertising may not commence until after the first day of the internal posting. If, however, a resignation should be received or a vacancy occur subsequent to October 31, for December 31, or subsequent to April 30, for August 31, external advertising may begin simultaneously with the internal posting. External advertising for a position may be waived at the discretion of the Administrative Council.

- (b) Notwithstanding Article 5.10(a), teaching positions, other than positions of responsibility, that become available during the last two weeks of August will be posted but interviews for the position and selection of the successful candidate may be completed within two (2) days of the posting being made with the Employee Services office.
- (c) Notwithstanding 5.10(a), in the event that a vacancy in a teaching position or a position of responsibility becomes available, subsequent to school opening in September, as a result of increased enrolment, the vacancy will be posted in the schools for a period of three (3) days and may be advertised externally simultaneously with the internal posting.
- (d) A position designated as "Acting" and/or "Interim-Acting" (as defined in Articles 9.08 and 9.09) need only be posted in the school where the position of responsibility is available.
- (e) Internal qualified applicants shall be considered for a vacancy before an external applicant is hired. Consideration is not a guarantee of an interview. Internal applicants that did not receive an interview may contact the Principal of the school to request the reason(s) for not being granted an interview.

ARTICLE 6 -- DEFINITIONS

6.01 Bargaining Unit

Bargaining unit means District 17 of the Ontario Secondary School Teachers' Federation.

6.02 Board

Board means the Simcoe County District School Board.

6.03 Letter of Permission

Letter of Permission is granted by the Ontario College of Teachers to a Board authorizing the Board to employ as a teacher a person not qualified as such if the Ontario College of Teachers is satisfied that no teacher is available, but a letter of permission shall be effective only for the period, not exceeding one (1) year, that the Ontario College of Teachers may specify therein.

6.04 Lock-Out

Lock-Out shall have the meaning applied to it as defined in the *Ontario Labour*

Relations Act, the Education Act and other relevant legislation.

6.05 Occasional Teacher

Occasional Teacher is an occasional teacher if he or she is employed by a board to teach as a substitute for a teacher or temporary teacher who is or was employed by the board in a position that is part of its regular teaching staff including continuing education teachers but,

- (a) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- (b) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.

6.06 Part-Time Teacher

Part-time teacher means a teacher employed by the Board on a regular basis for other than full-time duty.

6.07 Party

Party means the Bargaining Unit or the Board.

6.08 Probationary Period

- (a) Newly hired employees who at the time of hiring were employed on a half-time (0.5) FTE teaching assignment or greater will be hired on a probationary basis for a period of ten (10) consecutive working months or two (2) complete semesters.
- (b) Newly hired employees who at the time of hiring were employed on less than a half-time (0.5) FTE teaching assignment will be hired on a probationary basis for a period of fifteen (15) consecutive working months or three (3) complete semesters.
- (c) The length of the probationary period in (a) or (b) will be determined on the date of hiring.
- (d) Any employees hired under (b) who increases his/her teaching assignment to half-time (0.5) FTE or greater within six (6) months of the date of hire will be on a probationary basis for ten consecutive working months from the date of the increase of the teaching assignment.
- (e) For the purpose of this article, consecutive working months will not include July and August and continuity of service will not be broken by these months.

6.09 School Year

School Year means the period prescribed as such by, or approved as such under

the *Education Act* and *Regulations* and shall not exceed 196 days or its equivalent.

6.10 Strike

Strike shall have the meaning applied to it as defined in the *Ontario Labour Relations Act*, the *Education Act* and other relevant legislation.

6.11 Teacher

Teacher means a member of the Ontario College of Teachers,

- (a) who holds a valid certificate of qualification as a teacher in an elementary or secondary school in Ontario,
- (b) who holds a letter of standing granted by the Ontario College of Teachers,
- (c) in respect of whom the Ontario College of Teachers has granted a letter of permission under The Education Act, and who is employed by a Board as a Teacher under a contract of employment as a teacher.

6.12 Temporary Teacher

(a) temporary teacher means a person employed to teach under the authority of a letter of permission.

(b) who holds a letter of standing granted by the Ontario College of Teachers.

6.13 A "section" shall mean a teaching assignment that provides for a minimum of 110 hours of instruction. Courses that are less than 110 hours of instruction, for example Civics and Career Education, shall count for the appropriate fraction of a section as determined by the number of instructional hours in relations to 110. A multi-level or multi-grade class assigned for the minimum of 110 hours of instruction will constitute one section.

6.14 On-Call: a timetabled period where a teacher may be required to perform the duties of another teacher. A teacher shall be credited for the time spent in performing the duties of another teacher if the on-call is required and assigned by the principal or vice-principal

6.15 An emergency is defined as an unforeseen circumstance arising during the day.

ARTICLE 7 -- GRIEVANCE PROCEDURE

7.01 It is mutually agreed that it is the spirit and intent of this Agreement to settle, in orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement.

7.02 Definitions

- (a) a “grievance” shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- (b) “days” shall mean school days.

7.03

Types of Grievances

- (a) Individual grievance: a grievance relating to a particular teacher, launched by the Bargaining Unit on behalf of that teacher if requested to do so in writing by the teacher. The relief sought in the grievance shall relate to that person only.
- (b) Group grievance: a grievance relating to a listed group of teachers, launched by the Bargaining Unit on behalf of those teachers if requested to do so in writing by those teachers. The relief sought in the grievance shall relate only to those listed teachers.
- (c) Policy grievance: a grievance concerning an alleged violation of the agreement which could not be grieved as either an individual or a group grievance, launched by the Bargaining Unit on behalf of its members.
- (d) Board grievance: a grievance concerning an alleged violation of the agreement by the Bargaining Unit, launched by the Board.

7.04

Procedure - Policy and Board Grievances

- (a) A policy grievance shall be filed by the Bargaining Unit at Step Two, as in Article 7.07.
- (b) A Board grievance shall be filed at Step Two, as in Article 7.07, except that the notice shall be to the President or other executive officer of the Bargaining Unit.
- (c) Upon written mutual consent, either party may refer a grievance directly to arbitration.
- (d) Where a teacher’s employment has been terminated by the Board, the Union may file a grievance. Such grievance shall be filed at Step Three within ten (10) days of written notification of the termination.

7.05

Informal Stage

Any dispute, to be recognized as either an individual or group grievance, must first be discussed with the teacher’s (s’) principal (s) or appropriate supervisor(s) by the teacher(s). This discussion must take place within ten (10) school days of the time the teacher becomes aware of or ought to have become aware of the circumstances giving rise to the dispute. The principal(s) or supervisor(s) shall respond in writing to the teacher(s) within five (5) days of this discussion. If the teacher(s) is (are) unable to resolve the dispute by informal discussion, the Bargaining Unit may file a formal grievance at Step One.

The teacher may choose to be accompanied by a union representative at this meeting. If a union representative is to accompany the teacher, the principal or supervisor shall be so advised in advance of the meeting, and may have another

administrator present.

7.06 Step One

If the dispute is not settled on the basis of the informal discussions as set out in Article 7.05, the Bargaining Unit shall submit to the Superintendent of Employee Services or designate a formal grievance notice, in writing, within ten (10) days of the receipt by the teacher(s) of the response of the principal(s) or supervisor(s). The Superintendent of Employee Services or designate shall provide a written answer within seventeen (17) days of receipt of the formal grievance.

7.07 Step Two

If the grievance is not settled on the basis of the answer given in Step One, the Bargaining Unit shall, within ten (10) days of the receipt of the Step One answer, notify the Superintendent of Employee Services, in writing, that a meeting with the Director of Education, or designate, and Trustees is requested.

The Director of Education or designate, up to two (2) Trustees and the Superintendent of Employee Services, shall meet with up to three members of the Bargaining Unit within fifteen (15) days of receipt of notice or as may be mutually agreed after the date. The Superintendent of Employee Services may have the assistance of up to two administrators at the meeting.

The Director of Education, or designate, shall provide a written answer within ten (10) days of the date of the meeting.

7.08 Step Three

- (a) If the grievance is not settled on the basis of the answer given in Step Two, the Bargaining Unit shall, within ten (10) days of the receipt of the Step Two answer, notify the Director of Education and the Superintendent of Employee Services, in writing, of its desire to submit the grievance to arbitration. Unless the notice contains the name of the Bargaining Unit's appointee to an arbitration board, the matter shall proceed before a sole Arbitrator. The parties will endeavour to agree upon an Arbitrator within ten (10) days of the receipt by the other party of the Notice to Arbitrate.

Where a Notice to Arbitrate includes the name of the Union's appointee to a Board of Arbitration, the Director of Education, or designate, shall, within ten (10) days, inform the Branch of the Board's appointee to the arbitration board. In the event the Board's response is not given within the required time frame, the Union may request assistance or an appointment by the Ministry of Labour.

Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson.

If the parties or the two appointees fail to agree upon a chair or sole Arbitrator within the time limit, the Minister of Labour shall appoint a chairperson or appointee, as the case may be, upon the request of either party.

(b) Once Step 1 and Step 2 have 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, the time frame in which a resolution is to be reached and any other procedural matters. The cost of the mediator shall be shared equally by both parties. 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 referred to above shall continue from the point at which they were frozen.

7.09 The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties.

7.10 The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chair governs.

7.11 The single arbitrator or the arbitration board, as the case may be, shall not have the power to change, modify, extend, or amend the provisions of this agreement but shall have the power to fashion an appropriate remedy in all circumstances in the case of discipline.

7.12 Each party shall bear, at its own expense, the cost of counsel or advisors at each step of the grievance procedure.

7.13 The parties mutually agree that the single arbitrator or the chairman of the arbitration board, as the case may be, has the authority to compel witnesses to attend and give evidence.

7.14 All time limits fixed herein for the grievance procedure may be extended only upon the written consent of the parties.

ARTICLE 8 -- STRIKE OR LOCKOUT

8.01 There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement.

ARTICLE 9 -- POSITIONS OF RESPONSIBILITY

9.01 Positions

(a) "Department Leader" – a teacher holding a Specialist or Honours Specialist in at least one of the subjects taught within the department as defined in Article 9.03(c) and appointed to perform the duties in Article 9.05.

(b) "Coordinator" – a teacher appointed to coordinate Student Activities or Co-operative Education.

(c) "Project Leader" – a teacher appointed to support school development initiatives, which are collaboratively determined by the school staff and the

principal.

- (d) "Assistant Department Leader" – a teacher holding a Specialist or Honours Specialist in at least one of the subjects taught within the department appointed to assist the Department Leader when the number of sections within a department is equal to or exceeds 50.

9.02

Allowances

- (a) The following responsibility allowances shall be granted for the following positions and shall be paid in addition to the basic teacher salary rate and any related experience allowances granted to a teacher filling one of these positions. Section shall have the meaning as defined in Article 6.13.

Department Leader Positions:

Base Amount	\$900
For each section up to 50	\$40
For each section over 50	\$20

Assistant Department Leader Positions:

Base Amount	\$600
For each section over 50	\$20

Library positions:

Base amount	\$900
For every 88 ADE students	\$40

Guidance positions

Base amount	\$900
For every 33 ADE students	\$40

Special Education Positions:

Base Amount	\$900
For every 66 ADE students	\$40
For every Life Skills section	\$20

Coordinator Positions:

Base Amount	\$600
For every 150 ADE students	\$40

School-based Project Leader Positions:

Base Amount	\$600
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Student Services Positions (in schools under 750 ADE)

Base Amount	\$900
For every 22 ADE students	\$40
For every Life Skills section	\$20

- (b) Responsibility Allowances will be calculated using actual enrolment data and section counts as at October 31st and, where applicable, projected enrolment and planned section counts for March 31st in each school year
- (c) The total allowances and related insured and statutory benefit costs, including allowances paid to interim positions of responsibility replacing a current position of responsibility on a paid leave, shall not exceed the

revenues generated for Department Heads in the provincial funding formula. The base amounts specified in 9.02 (a) shall remain constant. The amounts for sections, ADE and Life Skills classes shall be variable from year to year and shall be increased or decreased to reflect the Department Leader revenues.

9.03 Positions of Responsibility

- (a) A position of responsibility may be shared by two teachers at the request of the teachers, with the recommendation of the principal and the approval of the Superintendent of Employee Services
- (b) In order to ensure the delivery of a coordinated program, where there are either no candidates or no suitable candidates available to fill a position of responsibility, then two positions of responsibility may be held by one teacher on the recommendation of the principal and the approval of the Superintendent of Employee Services. One of the positions will be held as an interim appointment.
- (c) In schools where the following programs are offered, there will be Positions of Responsibility:
 - Arts
 - Canadian and World
 - Social Science
 - Business
 - Technology
 - English
 - French, Classical and International Languages
 - Physical Education
 - Mathematics
 - Information Technology
 - Science
 - Guidance and Career Education
 - Special Education
 - Library
 - Student Activities
 - Co-operative Education and Other Forms of Experiential Learning
 - Project Leader
- (d) Notwithstanding 9.03 (c), in schools where the ADE is less than 750, Canadian and World Studies and Social Science shall form one department. Additionally, Guidance and Career Education and Co-operative Education and Other Forms of Experiential Learning shall be combined to form one Student Services position.

9.04 Term of Appointment

- (a) Commencing in September 2005, Positions of Responsibility shall be posted on a rotating five year schedule by Group as follows:
 - Group A to be posted in 2005-06;
 - Group B to be posted in 2006-07;
 - Group C to be posted in 2007-08;

Group D to be posted in 2008-09;
Group E to be posted in 2009-10.

Group A includes Mathematics and Library;
Group B includes Phys. Ed., Information Technology, and Student Activities;
Group C includes Business, English, Languages, and Special Education;
Group D includes Arts, Technology and Science;
Group E includes Canadian and World, Social Science, Cooperative Education and Other Forms of Experiential Learning, and Guidance and Career Education.

- (b) All successive terms shall be for five (5) years, rotating in order by Group as set out above.
- (c) The term for a Project Leader is at the discretion of the principal to a maximum of three (3) years.
- (d) Terms are renewable and there shall be no limit to the number of renewable terms.
- (e) The term appointment for an Assistant Department Leader shall be the same as the conditions referenced in Articles 9.04 (b) and 9.04 (d) provided that the number of sections within a department is equal to or exceeds fifty (50).
- (f) Notwithstanding 9.04 (e), should the number of sections in any year be less than forty-five (45), the appointment of an existing Assistant Department Leader shall be terminated.

9.05

Duties of Leaders and Coordinators

- (a) Assist the principal, in cooperation with other teachers in positions of responsibility, in the general organization of the school.
- (b) Assist the principal,
 - by providing input regarding the selection criteria and by participating in the interview process used for the selection of teachers for the organizational unit
 - by recommending assignments and timetable allotments for the teaching staff of the organizational unit
 - in coordinating the teaching and implementation of the instructional program in the organizational unit
 - in maintaining close cooperation with the community, and
 - in assembling information that the principal may be required to provide under the Education Act and other relevant legislation.
- (c) File with the principal up-to-date copies of outlines of courses of study for the organizational unit or program, with sufficient detail to permit the effective coordination of the courses of study
- (d) Assist teachers in the organizational unit or program in improving their methods of instructions, in maintaining proper standards for instruction, and in keeping records of the work and achievement of pupils.
- (e) To report to the principal when equipment for use in courses and activities

in the organizational unit or program may not be in working order.

9.06 Duties of Assistant Leaders

To assist the Leaders in performing the duties as outlined in 9.05.

9.07 Interim Positions of Responsibility

- (a) A position of responsibility which becomes vacant during the school year and will remain vacant for more than 30 days will be filled on an interim basis.
- (b) 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
- (c) Interim appointments shall be created to fill a vacancy that occurs or exists after July 1. Such appointments shall be for the duration of the school year commencing September 1.
- (d) 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.
- (e) An interim position of responsibility is designated when no space is available within the department to accommodate an appointment external to the school and an internal appointment is made until such time as a space is available within the department.
- (f) The allowance for an interim position of responsibility shall be the same as the allowances defined in Article 9.02(a).

9.08 Acting Positions of Responsibility

- (a) An acting position of responsibility is held by a teacher who has been appointed by the Board to carry out the duties of the position but is not qualified under Articles 9.01(a) and 9.01(d).
- (b) All acting appointments shall be for no more than one (1) year and may be renewed at the discretion of the Board.
- (c) Acting appointments shall 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 in a timely fashion.
- (d) The allowance for an acting position of responsibility shall be the same as the allowances defined in Article 9.02 (a).

9.09 Interim-Acting Positions of Responsibility

An Interim-Acting Position of Responsibility is held by a teacher who is working

towards obtaining the appropriate qualifications referred to in 9.08 and holds a term definite appointment referred to in 9.07.

ARTICLE 10 -- CALCULATION AND DATES OF SALARY PAYMENTS

10.01 Dates of Salary Payments

Annual salary shall be paid in twenty-six equal payments, on alternate Fridays, between the first school day in September and the end of August of the following calendar year.

Teachers retiring, resigning or commencing a statutory leave of at least 8 continuous weeks, as of June 30 will receive a final payment such that 100 percent of salary owed for the current school year is paid by that date, providing that Payroll Services receives sufficient written notice in advance of the payment date.

10.02 A teacher is entitled to be paid his or her salary in the proportion that the total number of school days for which the teacher performs his or her duties in the school year bears to the total number of school days in the school year.

10.03 (a) A teacher who is leaving or entering the employ of the Board, including working only one semester or participating in a leave, within the school year, shall receive the same payments during the employment period as are designated in 10.01, but the final payments on the schedule shall be recalculated in accordance with Article 10.02.

(b) Teachers participating in a Teacher Funded Leave of Absence shall have salary payments made in accordance with Article 17.09.

(c) The full amount of salary paid to a teacher teaching in only one semester will be paid to the teacher during the semester taught.

(d) Effective September 1, 2001, part-time teachers who teach all year shall be paid on the basis of their workload each semester.

(e) Full-time teachers shall have their salary annualized regardless of their teaching load in either semester.

(f) Teachers returning from leave during the school year will be provided with a copy of their pay schedule for that school year by Payroll Services.

10.04 Each teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.

10.05 (a) Should a retroactive salary adjustment be made, it shall be paid to all teachers on staff in the interval covered by the adjustment even if they are no longer employed by the Board when the adjustment is made.

(b) If the teacher is no longer employed by the Board, the retroactive adjustment shall be forwarded to the teacher's last known address. In the event it is returned, it is the teacher's responsibility to contact the Superintendent of Employee Services within the greater of 3 months or

the end of the Board's fiscal year, informing the Superintendent of Employee Services where the adjustment can be forwarded.

ARTICLE 11 -- PLACEMENT ON SALARY SCALE

- 11.01 For a part-time teacher, salary shall be pro-rated based on the salary grid in Article 12.01. The salary shall be pro-rated in the ratio(s) that the teacher's assignment bears to the assignment of full-time teachers as set out in Article 25.
- 11.02 Placement on the salary schedule shall be determined annually for such teachers, as of September 1, by the number of pro-rated years of service. Movement to the next year on the salary schedule shall occur when a number of 0.5 above the current position of the salary schedule is calculated.
- 11.03 Teachers qualified to teach in the elementary panel with QECO rating statements other than A1 to A4 shall be paid Category IV minimum plus full allowance for teaching experience within the elementary and secondary panels in accordance with 11.02.

ARTICLE 12 -- TEACHERS' BASIC SALARY SCHEDULE

- 12.01 (a) **Effective June 11, 2004**, the salary schedule is as follows:

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$37,457	\$38,877	\$42,373	\$44,577
1	39,273	40,966	44,788	47,222
2	40,897	42,763	46,913	49,576
3	43,105	45,142	49,619	52,511
4	45,312	47,523	52,326	55,448
5	47,541	49,903	55,033	58,384
6	49,726	52,284	57,741	61,322
7	51,934	54,664	60,448	64,258
8	54,141	57,045	63,155	67,194
9	56,350	59,424	65,862	70,131
10	58,557	61,805	68,569	73,066
11	60,765	64,186	71,277	76,004

- (b) **Effective September 2, 2004**, the salary schedule is as follows:

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$38,206	\$39,655	\$43,220	\$45,469
1	40,058	41,785	45,684	48,166
2	41,715	43,618	47,851	50,568
3	43,967	46,045	50,611	53,561
4	46,218	48,473	53,373	56,557
5	48,492	50,901	56,134	59,552
6	50,721	53,330	58,896	62,548
7	52,973	55,757	61,657	65,543
8	55,224	58,186	64,418	68,538
9	57,477	60,612	67,179	71,534

10	59,728	63,041	69,940	74,527
11	61,980	65,470	72,703	77,524

(c) **Effective September 1, 2005**, the salary schedule is as follows:

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$38,970	\$40,448	\$44,085	\$46,378
1	40,860	42,621	46,597	49,130
2	42,549	44,491	48,808	51,579
3	44,846	46,966	51,624	54,632
4	47,143	49,443	54,440	57,688
5	49,462	51,919	57,256	60,743
6	51,735	54,396	60,074	63,799
7	54,032	56,872	62,890	66,854
8	56,328	59,350	65,706	69,909
9	58,627	61,825	68,523	72,964
10	60,923	64,302	71,339	76,018
11	63,220	66,779	74,157	79,075

(d) **Effective September 1, 2006**, the salary schedule is as follows:

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$39,750	\$41,257	\$44,967	\$47,305
1	41,677	43,473	47,529	50,112
2	43,400	45,380	49,784	52,610
3	45,743	47,905	52,656	55,725
4	48,085	50,432	55,529	58,842
5	50,451	52,957	58,401	61,958
6	52,770	55,484	61,275	65,075
7	55,113	58,010	64,148	68,191
8	57,455	60,537	67,021	71,307
9	59,799	63,061	69,893	74,424
10	62,141	65,588	72,766	77,538
11	64,484	68,115	75,640	80,656

(e) **Effective February 1, 2007**, the salary schedule is as follows:

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$40,147	\$41,669	\$45,416	\$47,779
1	42,094	43,908	48,005	50,613
2	43,834	45,834	50,282	53,137
3	46,201	48,384	53,183	56,282
4	48,566	50,936	56,084	59,430
5	50,955	53,487	58,985	62,577
6	53,297	56,039	61,888	65,726
7	55,664	58,590	64,789	68,873
8	58,029	61,142	67,691	72,020
9	60,397	63,692	70,592	75,168
10	62,763	66,244	73,494	78,314

11	65,129	68,796	76,396	81,463
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(f) **Effective September 1, 2007**, the salary schedule is as follows:

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$40,870	\$42,419	\$46,234	\$48,639
1	42,851	44,699	48,869	51,525
2	44,623	46,659	51,187	54,093
3	47,032	49,255	54,140	57,295
4	49,441	51,853	57,094	60,500
5	51,873	54,450	60,047	63,704
6	54,257	57,048	63,002	66,909
7	56,666	59,645	65,956	70,113
8	59,074	62,243	68,909	73,316
9	61,484	64,838	71,863	76,521
10	63,892	67,436	74,817	79,723
11	66,301	70,034	77,771	82,929

(g) **Effective February 1, 2008**, the salary schedule is as follows:

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$41,442	\$43,013	\$46,881	\$49,319
1	43,451	45,324	49,553	52,246
2	45,248	47,312	51,904	54,850
3	47,691	49,945	54,898	58,098
4	50,133	52,579	57,893	61,347
5	52,599	55,212	60,888	64,595
6	55,016	57,846	63,884	67,846
7	57,459	60,480	66,879	71,094
8	59,901	63,114	69,874	74,343
9	62,345	65,746	72,869	77,592
10	64,787	68,380	75,864	80,839
11	67,230	71,015	78,860	84,090

12.02 Consultant's Allowance

Effective June 13, 2003 \$6,569

ARTICLE 13 -- ALLOWANCES

13.01 Extra Degree Allowance

An Extra Degree Allowance will be paid for one Master's Degree or one Doctorate from a Canadian University or equivalent if such Degree or Doctorate is not used to obtain a higher certification rating.

13.02 The Allowance will be paid in addition to those amounts set forth in Articles 12.01, 12.02, 12.03, 13.05, 13.09 and 13.10.

The amount of the allowance will be as follows: \$1,221

13.03 Allowances previously granted for extra degrees not mentioned above will receive the previous allowance paid.

13.04 Related Trade or Professional Experience Allowance

For teachers on staff or teachers coming on staff during the term of this Agreement, business and industrial experience, approved by the Administrative Council shall be paid to a maximum of ten (10) years at the rate indicated below for each full year beyond the minimum required for basic teaching qualifications.

June 11, 2004	\$1226
Sept. 4, 2004	\$1251
Sept. 1, 2005	\$1276
Sept. 1, 2006	\$1301
Feb. 1, 2007	\$1314
Sept. 1, 2007	\$1338
Feb. 1, 2008	\$1356

13.05 For teachers on staff or teachers coming on staff during the term of this Agreement, related experience, approved by the Administrative Council, for non-vocational teachers shall be paid to a maximum of ten years at the rate indicated below for each full year in a field of work directly related to the teaching functions.

June 11, 2004	\$1226
Sept. 4, 2004	\$1251
Sept. 1, 2005	\$1276
Sept. 1, 2006	\$1301
Feb. 1, 2007	\$1314
Sept. 1, 2007	\$1338
Feb. 1, 2008	\$1356

13.06 A Related Trade or Professional Experience Allowance shall not result in a total annual salary in excess of the maximum for the teacher's respective category.

13.07 Time in Lieu

If a member of the bargaining unit agrees to a written request by his/her principal, with the prior written approval of the Administrative Council, to work during normal holiday periods, the principal shall advise the teacher that he or she will be given equal time free from duties during the school year as per the following criteria:

- (i) the time in lieu will be determined, in advance, by the mutual agreement between the teacher and the principal,
- (ii) lieu time may be taken before or after statutory, board and other holidays,
- (iii) under no circumstances can the time in lieu exceed 5 days,
- (iv) this time in lieu shall be at no cost to the Board.

ARTICLE 14 -- CONTINUING EDUCATION

14.01 It is the purpose and intent of both parties to specify, within this Article, certain terms and conditions of employment for a teacher employed by the Board to teach a secondary school credit course in a Continuing Education Summer School, Adult Day School or Night School Program and to specify each section of this Collective Agreement which is applicable to said teacher.

The provisions of this Article shall constitute the entire agreement of the parties regarding Continuing Education Teachers. No other provisions of the Collective Agreement between the parties shall apply to Continuing Education Teachers unless expressly indicated otherwise in this Article.

14.02 The following Articles of this Collective Agreement apply to the teacher recognized in Article 14.01.

Article 1	-Purpose
Article 2	-Effective Period
Article 4	-Management Rights
Article 5	-Category Definitions
Article 7	-Grievance Procedure
Article 8	-Strike or Lockout
Article 18.05	- Life Insurance
Article 29	-Committees
Article 30	-Access to Personnel File
Article 31	-Federation Dues
Article 33	-Signatures

14.03 Salary - Continuing Education Teachers.

(a) A Credit Course Continuing Education Teacher shall be placed and shall advance on the steps of the Continuing Education Credit Course Salary Schedule set out in this Article, on the basis of Articles 5.01, 5.02, 5.03, 5.07, 5.08(a), 14.03(b), 14.03(c), and 14.03(d).

Effective June 11, 2004

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$3373	\$3516	\$3838	\$4042
1	3577	3735	4088	4312
2	3783	3955	4333	4584
3	3986	4176	4587	4856
4	4192	4396	4839	5128
5	4396	4617	5089	5398

Effective September 1, 2004

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$3440	\$3586	\$3915	\$4123
1	3649	3810	4170	4398
2	3859	4034	4420	4676
3	4066	4260	4679	4953

4	4276	4484	4936	5231
5	4484	4709	5191	5506

Effective September 1, 2005

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$3509	\$3658	\$3993	\$4205
1	3722	3886	4253	4486
2	3936	4115	4508	4769
3	4147	4345	4772	5052
4	4361	4574	5034	5335
5	4574	4804	5295	5616

Effective September 1, 2006

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$3579	\$3731	\$4073	\$4289
1	3796	3964	4338	4576
2	4015	4197	4598	4865
3	4230	4432	4868	5153
4	4449	4665	5135	5442
5	4665	4900	5400	5728

Effective February 1, 2007

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$3615	\$3769	\$4114	\$4332
1	3834	4003	4382	4622
2	4055	4239	4644	4913
3	4272	4476	4916	5205
4	4493	4712	5187	5496
5	4712	4949	5454	5786

Effective September 1, 2007

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$3680	\$3836	\$4188	\$4410
1	3903	4075	4460	4705
2	4128	4315	4728	5002
3	4349	4556	5005	5298
4	4574	4797	5280	5595
5	4797	5038	5553	5890

Effective February 1, 2008

Year	Cat. IV	Cat. V	Cat. VI	Cat. VII
0	\$3732	\$3890	\$4246	\$4472
1	3958	4132	4523	4771
2	4185	4376	4794	5072
3	4410	4620	5075	5373
4	4638	4864	5354	5674

- (b) A Credit Course Continuing Education teacher's position in the Continuing Education Credit Course Salary Schedule shall be determined by the total number of years of elementary and secondary school teaching experience in Ontario (prior to September 1 of the current school year for Night School teaching assignments), calculated to the nearest full year combined with the category qualifications (5 complete teaching months or more shall be taken to the next full year). Teaching experience in schools located outside Ontario may be accepted at the discretion of the Administrative Council. Teachers employed by this board and its predecessors prior to September 1, 1977 shall maintain their previously accepted number of years of experience for position on the basic salary schedule.
- (c) A part-time Credit Course Continuing Education teacher will be paid, as per the Continuing Education Credit Course Salary Schedule, at the rate equivalent to the pro-rated salary of a full-time teacher.
- (d) Every qualified Credit Course Continuing Education teacher should progress on the Continuing Education Credit Course Salary Schedule from the minimum of the starting salary to the maximum salary by the annual increments provided in the salary schedule.

14.04 It is understood that all rates quoted in Article 14.03 include Holiday and Vacation pay.

14.05 Illness

A F.T.E. teacher of summer school will be entitled to leave of absence with pay, for two working days per session, for illness. The Board may require verification of the illness by a certified medical doctor prior to payment of salary for the absence.

14.06 Learning Centres

Credit Courses at Learning Centres will be offered by Adult Day School Teachers and/or seconded teachers.

Teaching staff will be assigned to learning centres on a secondment basis. In the event that no qualified teacher (as per Article 17.14) applies for the secondment, the Board may hire staff from outside the system.

14.07 Posting of Positions

All posting for bargaining unit positions will be posted in all Learning Centres.

Continuing Education Adult Day School Teachers are eligible to apply for all bargaining unit postings.

14.08 Recognized Teaching Experience

Effective September 1, 1997, previous teaching experience in the Continuing Education Program (Adult Day School, Night School, Summer School, and Offsite

Credit Programming) for the Simcoe County District School Board shall be recognized as teaching experience for the purpose of placing a teacher on the Continuing Education Teachers' Salary Grid as set out in Article 14.03(a).

Such experience shall be calculated on the basis of teaching one (1) credit being equal to 0.17 of one (1) year.

Placement on the salary schedule shall be determined annually for such teachers as of September 1, by the number of prorated years of service. Movement to the next year on the salary schedule shall occur when a number of at least 0.5 above the current position on the salary schedule is calculated.

Teaching six full credit courses shall count as one (1) year. In any one school year, no teacher shall accumulate experience exceeding one (1) full year.

14.09

- (a) Effective September 1, 2005, the Board will recognize experience credit for Continuing Education teachers at the time of hire of a Continuing Education teacher to a permanent secondary contract position as set out below:
- (i) The Board will recognize experience credit for continuing education credit courses taught as part of Day School, Night School or Summer School while the teacher held a valid Ontario Teacher's Certificate or under a Letter of Permission on the same calculation basis as for a regular classroom teacher. This means the calculation will be based on a teacher workload of six sections of credit courses where 110 hours equals 1 credit course (.16667 experience credit), and 6 credit courses (660 hours) equals 1.0 years of experience credit;
 - (ii) It is understood and agreed that no combination of statutory, LTO and continuing education experience can exceed 1 year of experience in a single school year (e.g. Continuing Education teachers may teach more than 660 hours in one year), and that experience credit applies at the time of hire but does not apply otherwise (e.g. contract teachers teaching in Continuing Education cannot get extra experience credit for that work);
 - (iii) The date for calculation and application of experience credit for Continuing Education experience is August 31 of the school year of hire, or the first date of employment in the contract position, whichever is later, and it is the obligation of the teacher to provide satisfactory proof of experience;
 - (iv) It is understood and agreed that the Board will recognize experience credit only for Continuing Education courses taught in the SCDSB, and that the experience applies in the secondary panel only;
 - (v) Seniority credit will be applied in a manner similar to experience credit, pro-rated to the employee's equivalent FTE contract status as determined by the calculation for experience credit, for unbroken service in teaching as a secondary teacher in Continuing Education with the SCDSB. If anything in this provision contradicts the collective agreement provisions with respect to calculation/application of seniority, the collective agreement shall prevail;
- (b) The parties agree that nothing in this arrangement is intended to or can be applied to vary or otherwise change the collective agreement provisions with respect to seniority and experience credit for contract teachers, and there will

be no retroactive application or requirement to adjust seniority or experience credit for former Continuing Education teachers hired into contract positions by the Board prior to August 31, of the year following ratification of this agreement.

ARTICLE 15 -- EDUCATIONAL IMPROVEMENT LEAVES

15.01 Educational Improvement Leave Committee

- (a) An Educational Improvement Leave Committee shall be established annually to consider applications for Educational Improvement Leave and to submit recommendations for approval, in order of priority, to the Board.
- (b) The Educational Improvement Leave Committee shall be composed of three (3) members appointed by the Bargaining Unit and three (3) administrators appointed by the Director.

A. Conditions for Application

The Board may grant Educational Improvement Leave to an applicant on the recommendation of the Administrative Council and the EILC, and subject to the regulations set forth below. Such leave will be granted for the purpose of broadening the applicant's teaching ability through approved educational study, travel or research that relates to the teaching curriculum. Any improvement in the teacher's category rating resulting from Educational Improvement Leave will be recognized upon receipt of approved revised category rating.

B. Qualifications

In order to qualify for an Educational Improvement Leave a teacher:

- (a) must have at least five (5) years service with this Board or its predecessors and take the leave at least three (3) years prior to the compulsory retirement age established by the Board.
- (b) must give a written undertaking that the teacher will continue to teach for the Board for at least two (2) years following return from the leave. Any teacher failing to carry out this undertaking will return to the Board, on a pro-rata basis, the sum of money received during the leave prior to departure at the end of that teaching year.
- (c) Exceptions to the requirement for a minimum of five (5) years' service specified in Article 15.01B (a) may be made at the discretion of the Director of Education.

C. Method of Application

- (a) All requests for Educational Improvement Leave must be submitted in writing

to the Director of Education, through the teacher's principal or appropriate supervisor, not later than November 30, prior to the year in which leave is to be taken. The application will have met the deadline of November 30 provided that:

- (i) the application has been stamped as having been received in the Director's office by November 30 (or by the last teaching day prior to November 30 should November 30 fall on a weekend); or
 - (ii) that the teacher has a receipt from the receptionist at the Board office indicating that the application was received by the November 30 deadline noted.
- (b) Applications for leave will include the following:
- (i) the purpose of the leave;
 - (ii) the number of years of teaching experience with Simcoe County District School Board;
 - (iii) for study programmes - the courses to be taken and the duration of the program;
 - (iv) for travel programmes - a description of the intended itinerary, and the duration of the program;
 - (v) specific information regarding how the program will benefit the individual, the school and the education system;
 - (vi) specific information regarding the applicant's plan to share the benefits derived from the leave with others in the system.
- (c) The Board shall consider each application for leave in time to notify the applicant in writing of the Board's decision.

D. Criteria for Selection

The Educational Improvement Leave Committee when determining its recommendations to administrative council will be guided by the following criteria:

- (a) the benefits of the program to the individual
- (b) the benefits of the program to the educational system
- (c) the needs of the system
- (d) the program of the individual to share with the system upon return
- (e) the thoroughness of the application.

E. Terms

- (a) The Board shall determine annually the extent to which it may permit Educational Improvement Leaves to be granted and reserves the right to limit the granting of Educational Improvement Leave for any year, when, in the opinion of the Board, such leaves would not be in the best interest of

education. Such reason will be presented in writing to the individual by the Board.

- (b) In the event that Educational Improvement Leave is not granted, the Board shall give written notification to the applicant and to the EILC of the reason for the decision.

15.02

Educational Improvement Leave - Sabbatical

A. Conditions

- (a) The teacher will receive, during leave, seventy percent (70%) of the annual salary to which the teacher would have been entitled had the teacher remained in the teaching position.
- (b) The taking of sabbatical leave shall not alter the number of days to the teacher's credit in the accumulated sick leave plan immediately prior to the start of the leave.
- (c) The teacher shall receive a normal salary increment and any other benefits for which the teacher would be eligible, excluding the accumulation of sick leave credits for the period of the leave.
- (d) Sabbatical leave shall not exceed one year.
- (e) The Board will make pension and other deductions that are necessary from the salary paid to the teacher during sabbatical leave.
- (f) Payment for sabbatical leave will be half-sabbatical salary to be paid on the first day of the leave. The balance to be paid at the mid point of the leave.
- (g) The teacher, on return from sabbatical leave, shall submit to the Board and to the EILC, within three months, a detailed report of the year of study and shall undertake to give the benefit of this experience to staff or students at the direction of the Board.
- (h) Upon return from sabbatical leave, a teacher shall be guaranteed a position with the Board and be returned to the teacher's original position, including position of responsibility in the teacher's original school, providing the position still exists. The teacher will be subject to the provisions of Article 29 as they existed at the time of final approval of the Leave.
- (i) No teacher shall be granted more than one Sabbatical Leave during employment with the Board.
- (j) The Board shall provide funds each year within its professional development budget for at least two Sabbatical Leaves for its secondary school teachers which may be granted within the regulations established for this purpose.

15.03

Educational Improvement Leave - Professional Development

The Board may grant a professional development leave for a period of not more than six (6) months when, in the opinion of the Administrative Council and the EILC such leave would benefit the school system and provided a suitable replacement can be found so that the students can be assured of an uninterrupted program during the school year.

Conditions:

- (a) The teacher will receive, during leave, one hundred percent (100%) of the annual salary to which the teacher would have been entitled had the teacher remained in the teaching position.
- (b) The taking of professional development leave shall not alter the number of days to the teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave.
- (c) The teacher shall receive a normal salary increment and any other benefits for which the teacher would be eligible, excluding the accumulative sick leave allowance for the periods of the leave.
- (d) The Board will make pension deductions and other deductions that are necessary from the salary paid to the teacher during the professional development leave.
- (e) On return, a teacher will be assigned to at least the same position, in the same school, unless otherwise mutually agreed to between the teacher and the Board.
- (f) The teacher, on return from Professional Development Leave shall submit to the Board and the EILC, within three (3) months, a detailed report of the term of study and shall undertake to give the benefit of this experience to staff or students at the direction of the Board.

ARTICLE 16 -- PREGNANCY AND PARENTAL LEAVES

- 16.01 Pregnancy, Parental and Adoption leaves shall be granted in accordance with The Employment Standards Act and as augmented by this Article.
- 16.02 In accordance with The Employment Standards Act, Adoption Leave is a Parental Leave.
- 16.03 (a) Upon approval of the E.I.C., the Board will provide a weekly benefit, payable for the two week waiting period at a weekly rate equal to ninety-five percent (95%) of the teacher's normal weekly earnings providing the teacher complies with the conditions of the Sub-Plan as attached. Normal weekly earnings to be calculated as follows:
$$\frac{\text{Teacher's annual earnings}}{\text{Number of days in the school year}} \times 5$$
- (b) The Board shall provide a top up to one hundred percent (100%) of the Teacher's salary for the six (6) weeks of pregnancy leave following the waiting period.

- (c) A teacher who is eligible for E.I. benefits may only use the provisions of 16.03 (a) and (b). A teacher who is not eligible for E.I. benefits and who provides medical substantiation for the need may use sick leave credits. A teacher may only access the number of sick day credits available to her under the board's sick leave plan.
 - (d) The benefits provided in Articles 16.03 (a), (b), (c) are intended to be income replacement and may only be claimed for days when the teacher would otherwise have worked.
- 16.04 At the request of the teacher, a teacher eligible for Pregnancy or Parental Leave, in accordance with The Employment Standards Act, shall be granted a Voluntary Leave of Absence (Child Care) for the period of the remainder of the school term or year in which the Pregnancy or Parental Leave terminated and shall return to the teacher's original position, (including position of responsibility) in the original school providing the position still exists. The teacher shall be subject to the provisions of Article 28 as they exist at the time of final approval.
- 16.05 An employee on Parental Leave shall not be entitled to Sick Leave benefit while on such leave.
- 16.06
- (a) Seniority shall accumulate for all Pregnancy and Parental leaves.
 - (b) The Board shall pay its share of all benefits of a teacher on a Pregnancy or Parental Leave.
 - (c) Effective December 20, 1990, teaching experience, for the purpose of salary grid placement, shall accumulate for all Pregnancy and Parental Leaves.
- 16.07 When a teacher returns to duties upon the expiration of a Pregnancy or Parental leave, salary shall be paid in accordance with the portion of the year taught.
- 16.08 Upon the expiration of a Pregnancy, Parental or Voluntary Leave of Absence (Child Care) leave which did not exceed two years, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the provisions of Article 27.
- 16.09 No teacher shall expect the combined sequential time lapse for a Pregnancy Leave, Parental Leave and/or Voluntary Leave of Absence to exceed a two-year period. However, at the sole discretion of the Superintendent of Employee Services such leave may be extended to the end of the semester or school year, whichever is sooner, in order to avoid disruption to students and classes.
- 16.10 Seniority for the purpose of declaration shall continue to accumulate during all such pregnancy and adoption leaves granted by the Board since September 1981.
- 16.11 Teachers on Pregnancy and Parental Leaves of Absence or Voluntary Leaves of Absence (Child Care) will maintain good standing status with the Ontario College of Teachers during the period of the leave and will provide proof of good standing status prior to returning from the leave to normal duties.

ARTICLE 17 -- ABSENCES

- 17.01 Accumulated sick leave is used to cover absences due to illness. On the request of the teacher and with the prior approval of the principal, it may be used to cover the following absences of a special nature.
- (a) serious accident or illness in immediate family for sufficient time to alleviate the emergency condition;
 - (b) although medical or dental appointments are expected to be scheduled outside of working hours, exceptions may be covered;
 - (c) bereavement leave as required by the particular circumstances;
 - (d) educational examination involved with the teacher's professional qualifications;
 - (e) convocation or graduation involving the teacher, the teacher's spouse, child or parent;
 - (f) inclement weather unless the school is declared closed under Policy 4470 - (If in the opinion of the principal and the respective Superintendent of Education, the absence was not justifiable, a day's pay shall be deducted);
 - (g) adoption leave of four days with one additional day for adoption court if required;
 - (h) paternity leave of four days;
 - (i) community or public service of an emergency nature - (Not for regularly scheduled or normal events falling during the school day);
 - (j) attendance at the birth of the teacher's child.
- 17.02 (a) In addition, on the request of the teacher and with the prior approval of the principal and the Superintendent of Employee Services, or designate, accumulated sick leave may be used to cover the following absences:
- (i) community or public service of a special nature - (Not for regularly scheduled or normal events falling during the school days);
 - (ii) attendance at Provincial meetings for District Executive delegates.
- (b) On the request of the teacher and with the prior approval of the Superintendent of Employee Services or designate, accumulated sick leave may be used to cover absences for unusual personal reasons not obviously covered by the above.
- When a leave has been granted, the principal of the teacher's school will be informed, by the office of the Superintendent of Employee Services, that a leave for personal and confidential reasons has been granted.
- 17.03 Disagreement in interpretation of the above shall be referred to the Director of Education, or designate, for prior approval.
- 17.04 The following absences shall be without loss or gain of salary and without loss of sick leave credits:

- (a) quarantine,
- (b) jury duty,
- (c) subpoena,
- (d) inclement weather, if the school is declared closed under Policy 4470,
- (e) recognized religious holidays with the prior approval of the principal,
- (f) unusual and urgent personal reasons approved by the Director of Education or designate.

17.05 Absence without loss or gain of salary and without loss of sick leave credits may be granted to a teacher to attend a liaison meeting with a community or educational organization approved by the Board or Administrative Council.

17.06 In the first case of personal illness of three (3) consecutive days, an acceptable certificate from a qualified medical or dental practitioner or a letter from the teacher stating the reason for the absence and authorizing the Board to confirm the necessity for the absence may be requested. Such an acceptable certificate or letter may be requested for cases of personal illness which total more than five (5) school days in the same school year.

17.07 Absences that are not approved under the terms of 17.01 - 17.06 shall result in loss of pay unless there are extenuating circumstances satisfactory to the Director of Education.

17.08 No provision of this Agreement shall preclude the Director of Education, or designate, from granting, at the request of a teacher, leave with or without pay and with or without deduction of sick leave credits when in the opinion of the Director, or designate, such leave is appropriate.

17.09 **Teacher Funded Leave of Absence**

(a) Qualifications

- (i) Any teacher on permanent contract may apply for a teacher funded leave of absence in any year, subject to the approval of the Director of Education, provided that the conditions contained herein are met.
- (ii) The number of teachers granted leaves in any one school year will be determined by the Board.

(b) Method of Application

- (i) Teachers are requested to apply for TFL as far in advance as possible in order to aid in planning for staffing.
- (ii) Preliminary approval of the TFL of absence shall be given within one month of the receipt of the application.
- (iii) All requests for TFL of absence must be submitted to the Director of Education no later than four (4) months before the commencement of the leave.

- (iv) Final approval of the TFL of absence shall be given three (3) months preceding the leave, providing that a suitable replacement for the teacher has been found or can be found.
- (v) Teachers applying for TFL of absence at least eight (8) months prior to the commencement of the Leave shall be given final approval not later than six (6) months preceding the leave.
- (vi) All requests for TFL of absence for periods other than a school year, school term or semester shall be accompanied by reasons for the time requested.
- (vii) In the event that a suitable replacement cannot be found for a teacher who has been granted a leave, the Board may defer the year of leave. In this instance, a teacher may choose to remain in the plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. Payment shall be made within (sixty) 60 days.
- (viii) All teachers wishing to participate in the plan shall be required to sign a contract, supplied by the Board and approved by the committee, before final approval of the leave will be granted.
- (ix) At the discretion of the Director of Education, the time periods may be waived.

(c) Conditions of the Leave

- (i) The teacher on TFL must confirm, in writing, to the principal and the Superintendent of Employee Services an intention to return:
 - (1) by March 1st for return in September of the following school year, or
 - (2) by November 30 for return at the beginning of the second semester in a semestered school.
- (ii) Applications for renewals of Teacher Funded Leaves shall be submitted to the Superintendent of Employee Services by March 1 of the year of the Leave, for approval by March 30, or by November 1, for approval by November 30.
- (iii) A Teacher Funded Leave may not be longer than 24 consecutive calendar months.
- (iv) Upon return from a TFL or a renewed TFL, the teacher shall be guaranteed a position with the Board and shall return to the teacher's original position (including position of responsibility) in the original school, providing the position still exists and notification of intention to return is received as outlined in (c)(i). The teacher will be subject to the provisions of Article 27 as they exist at the time of final approval.
- (v) The replacement for the teacher, whether hired or a teacher available for transfer, shall be considered to be placed only while the teacher is absent on the TFL of absence.

- (vi) The taking of a TFL of absence shall not alter the number of days to the teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave.
- (vii) While on TFL of absence, a teacher shall retain but not increase continuous seniority with the Board.
- (viii) The Board agrees to the conditions of the teacher-funded leave of absence and the teacher going on leave agrees to these conditions as well as to the conditions in the teacher's individual contract.

(d) Monetary Arrangements

- (i) The Board agrees to undertake the administrative expense of such deductions or deposits of salary as may be necessary at no expense to the teachers.
- (ii) A teacher who participates in the plan or anticipates making application for a TFL of absence, shall request that the Board deduct any portion of the teacher's salary for any given number of years prior to the year of leave. These deductions shall be deposited in such trust or fund as may be designated by the teacher.
- (iii) A teacher may alter the amount of the salary deduction by giving the Board 60 days' notice in writing.
- (iv) Should a teacher leave the employ of the Board for any reason (including illness or death) while participating in the plan, any monies owed and interest accumulated shall be paid to the teacher or the teacher's estate within (sixty) 60 days.
- (v) A teacher may withdraw from the plan at any time prior to the signing of the TFL contract, in which case monies owed and interest accumulated shall be paid to the teacher or estate within (sixty) 60 days.
- (vi) Upon return from a TFL of absence, the teacher may request that deductions be made from the teacher's salary within two years to make up payments to the Teachers' Pension Plan which were not made in the year of the absence. The Board agrees to make such deductions on the teacher's behalf.
- (vii) Teachers wishing to retain the employee benefits coverage must assume the full cost of the fringe benefits plan during the leave of absence. This payment may be made in full before the taking of the leave or by salary deductions during the first six months after the teacher's return.
- (viii) The teacher will be required to complete an agreement satisfactory to Canada Customs and Revenue Agency for taxation purposes.

Voluntary Leave of Absence

- (a) A teacher holding a contract with the Simcoe County District School Board, at the discretion of the Director of Education or designate, may be granted a leave of absence for reasons mutually agreed upon between the applicant and the Board, without pay and without accumulation of sick leave credits.

The application for leave must be submitted to the Superintendent of Employee Services by February 15 for leaves starting the following September and by October 15 for leaves starting at the beginning of Semester II of that school year. Leaves commencing at other times must be submitted at least three months in advance of the planned start date.

- (b) Teachers wishing to retain the employee benefits coverage must assume the full cost of the fringe benefits plan during the leave of absence. Arrangements for payment must be made prior to commencing the leave.
- (c) Upon expiration of a voluntary leave of absence, which did not exceed two years, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the provisions of Article 27.
- (d) In the event that a teacher is granted, a voluntary leave of absence, which exceeds two years, upon expiration of the leave the teacher will be, assigned a position in the county subject to the provisions of Article 27.
- (e) A teacher on a voluntary leave of absence must give notice, in writing, to the Principal and/or the Superintendent of Employee Services of his/her intention to return, or request a renewal:
- (i) by February 15 of the year of leave for return or renewal in September of the following school year, or
 - (ii) by two (2) months in advance, for return or renewal at the beginning of the second semester of the school year.
- (f) Upon re-assignment, the seniority and the accumulated sick leave days obtained before the leave was commenced will be reinstated.
- (g) In cases where absence is compensable under the Workplace Safety and Insurance Board, the period of absence to be charged to the sick leave credits shall be equal to the payment made by the Board to the teacher.
- (h) Teachers on Voluntary Leaves of Absence will maintain good standing status with the Ontario College of Teachers during the period of the leave and will provide proof of good standing prior to returning from the leave to normal duties.
- (i) The approval and/or timing of voluntary leaves of absence may be dependent on the availability of suitably qualified replacement.
- (j) A teacher who is a candidate in a federal, provincial or municipal election will be granted only full days of unpaid leave for campaigning purposes.

17.11

Leave of Absence - Executive Position - Provincial OSSTF

- (a) Upon written request by the Provincial Office of OSSTF, a teacher, holding a contract with the Simcoe County District School Board, who has been elected to a full-time executive position on the Provincial Executive of OSSTF shall be granted a Leave of Absence for the term of the elected office.
- (b) Salary and benefits under the current Collective Agreement shall continue to be paid to the teacher by the Simcoe County District School Board, but the Provincial Federation shall reimburse the Simcoe County District School Board for all costs relating to payment for that teacher under the Collective Agreement.
- (c) While on such leave, the teacher shall be entitled to the benefits described in Article 19, Accumulated Sick Leave Credits, and the Board will be notified of used sick days by the Bargaining Unit Office.
- (d) While on such leave, the teacher shall continue to accumulate seniority as if the teacher had remained in a full-time teaching position with the Board, except that grid placement upon return shall be that of the commencement of the leave and sick leave shall not accumulate beyond that in effect at the commencement of the leave.
- (e) Upon return from leave, the teacher shall be guaranteed a position with the Board and be returned to the original position, including position of responsibility, in the original school providing the position still exists or unless otherwise mutually agreed to between the parties and subject to provisions of Article 27, as they exist at the time when leave commenced.
- (f) The replacement for the teacher on such leave, whether surplus, redundant, available for transfer, hired, or acting in the teacher's position of responsibility shall be considered to be assigned in that position only for the period of such leave.
- (g) The Simcoe County District School Board shall be requested, in writing, for such leave by March 30 prior to September of the year in which the leave will commence. The Simcoe County District School Board shall acknowledge the request, in writing, within thirty (30) days of its receipt.
- (h) The teacher shall notify the Simcoe County District School Board, in writing, of return from such leave immediately following the date of the Provincial Federation Election of Officers prior to March 30 of the year in which the leave shall terminate.

17.12

Leave of Absence - Executive Officers - Bargaining Unit

- (a) Upon written request by the Bargaining Unit, a teacher holding a contract with the Simcoe County District School Board who has been elected to the office of Bargaining Unit President shall be granted a leave of absence for the term of elected office.
- (b) Upon written request by the Bargaining Unit, a teacher holding a contract with the Simcoe County District School Board who has been elected to the office of

Chief Negotiator (or designate) shall be granted a leave of absence for the term of elected office.

- (c) (i) Effective September 1, 1994, the Board will pay seventy percent (70%) of the salary and benefits for the Bargaining Unit President.
- (ii) Effective September 1, 1994, the Bargaining Unit shall reimburse the Simcoe County District School Board for one hundred percent (100%) of the salary and benefits for the Chief Negotiator.
- (d) While on such leave, the teachers elected to the above-named positions shall continue to accumulate seniority as if the teacher had remained in a full-time teaching position with the Board and receive all salary and benefits under the Collective Agreement as if they had remained in their contracted teaching position with the Board.
- (e) It is agreed and understood that leaves for such executive officers for the District are limited to a maximum of three (3) full-time equivalent teachers in any one-year.
- (f) For up to twenty (20) school days in total in each school year, individual teachers may be released from their normal duties in order to perform other duties, which are of mutual interest to the Board and the Union, as determined by the Board. For these days, the Union will reimburse the Board for the cost of teacher's replacement at the daily rate of an occasional teacher.

17.13

Leave of Absence – Administrative Position with the Board

- (a) Notwithstanding any other provision in this Agreement, the Board may grant an unpaid leave of absence in order that a teacher can assume an administrative position with the Board that is out of the bargaining unit.
- (b) If the leave does not exceed two (2) years, the teacher shall be entitled to return to his or her previous school, subject to the provisions of Article 27. If the leave exceeds two years, the teacher will be assigned a position in the Board subject to the provisions of Article 27.
- (c) While in the administrative position, the teacher will not accrue seniority, but seniority earned while in the bargaining unit shall be re-instated upon return to the bargaining unit.

17.14

Loan of Service or Secondment

- (a) A teacher, at the discretion of the Director of Education or designate, may be granted a leave of absence in order to participate in a loan of service or a secondment with an entity approved by the Board.
- (b) A teacher on a loan of service with another entity shall be covered by the terms and conditions of this Collective Agreement unless the teacher has signed an agreement with the entity which specifies different terms and conditions of employment. Where the terms in salary and working conditions are in conflict

with this collective agreement, the terms to which the teacher has agreed shall take precedent.

- (c) Upon the expiration of a loan of service or a secondment which does not exceed twenty four (24) consecutive months, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the provisions of Article 27.
- (d) In the event that the teacher was granted a loan of service or a secondment which exceeded twenty-four consecutive months, upon expiration, the teacher will be assigned a position in the County subject to the provisions of Article 27.

17.15 Teachers on any approved leave, or part-time teachers who are not currently teaching, who are declared transferable through the provisions of Article 27, shall be notified by telegram, cablegram, or electronic mail, addressed to the last known address.

17.16 Notwithstanding Articles 15.02(h) Educational Leave, 16.09 Child Care, Pregnancy or Parental Leave, 17.09(c)(iv) Teacher Funded Leave, 17.10(c) Voluntary Leave, 17.14(c) Loan of Service or 26.02 Job Sharing, no teacher having been granted a leave or any combination of types of leaves specified in this article will be guaranteed a return to the original school or position of responsibility if the period of the leave(s) exceeds twenty-four (24) consecutive months.

17.17 Upon the expiration of a leave, as specified in Article 17.16, that exceeds two (2) years, the teacher will be assigned to a teaching position within the Board.

17.18 **Family Medical Leave**

Family Medical Leave will be granted in accordance with the Employment Standards Act.

ARTICLE 18 -- EMPLOYEE BENEFIT PLANS

18.00 The Employer and its several bargaining units have established an Insurance Trustees Committee to monitor the various insurance plans specified in this article. The obligation of the Employer is to co-operate with the Insurance Trustees Committee in arranging the Plan and to pay the stated share of the premiums.

For the purpose of Article 18, the term "administer" shall mean the registration of members, the deduction of the necessary premiums from the employee's pay and other related functions as defined by the Trust Agreement.

18.01 The sole obligation of the Board is to pay its stated share of the benefit premiums, as set out below, and as directed by the Union.

Notwithstanding the above, the Board agrees it will continue to register members, deduct premiums from the employee's pay, and perform related functions.

18.02 **Change of Benefit Plans and/or Premium Rates**

Where changes in coverage have been determined, it is the obligation of the Union to notify the Board to make the necessary adjustments in the deduction of premiums from the employees' pay. The Union will be required to notify the Board annually, prior to November 1, of any premium changes for the following calendar year. Those changes will become effective January 1 of each year. The Board assumes no responsibility or liability for the establishment or communication of rate changes to employees.

18.03 Board Contributions to Benefit Plans

- (a) Teachers who are under contract to teach full-time will benefit from the Board contributions in Articles 18.04, 18.05 and 18.07 unless they opt out.
- (b) Part-time teachers who are under contract to teach for less than full-time will benefit from Board contributions that are pro-rated to the amount of time contracted to teach unless they opt out. Benefits covered are those in Articles 18.04, 18.05 and 18.07.

18.04 Group Extended Health Insurance

Effective January 1, 2005 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$170.51 per month towards the cost of family coverage or \$79.45 per month towards the cost of single coverage.

Effective September 1, 2005 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$177.31 per month towards the cost of family coverage or \$86.25 per month towards the cost of single coverage.

Effective January 1, 2006 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$181.04 per month towards the cost of family coverage or \$87.98 per month towards the cost of single coverage or 100% of the premium, whichever is less.

Effective January 1, 2007 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$185.70 per month towards the cost of family coverage or \$90.18 per month towards the cost of single coverage or 100% of the premium, whichever is less

Effective January 1, 2008 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$191.29 per month towards the cost of family coverage or \$92.89 per month towards the cost of single coverage or 100% of the premium, whichever is less

18.05 Group Life Insurance Plan and Accidental Death and Dismemberment Insurance

The Board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance Plan as determined by the Union.

18.06 Long-Term Disability Plan

The Board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Long-Term Disability Insurance Plan as determined by the Union.

Every newly hired teacher shall be enrolled in the Union's Long Term Disability Plan and shall remain in the Plan until such time as his or her total number of sick leave credits equals the number of school days to retirement, and the pension payment equals or exceeds the Long Term Disability Benefit. Employees will be removed from enrolment in the LTD plan in accordance with this provision only upon written notice to the Board by the Union.

18.07 Dental Insurance Plan

Effective January 1, 2005, the Board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Dental Insurance Plan as determined by the Union. The Board will contribute for full-time employees enrolled in such plan \$102.24 per month towards the cost of family coverage or \$39.87 per month towards the cost of single coverage.

Effective January 1, 2006, the Board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Dental Insurance Plan as determined by the Union. The Board will contribute for full-time employees enrolled in such plan \$104.48 per month towards the cost of family coverage or \$40.75 per month towards the cost of single coverage.

Effective January 1, 2007, the Board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Dental Insurance Plan as determined by the Union. The Board will contribute for full-time employees enrolled in such plan \$107.29 per month towards the cost of family coverage or \$41.84 per month towards the cost of single coverage.

Effective January 1, 2008, the Board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Dental Insurance Plan as determined by the Union. The Board will contribute for full-time employees enrolled in such plan \$110.65 per month towards the cost of family coverage or \$43.15 per month towards the cost of single coverage.

18.08 Insured Benefit Plans as a Condition of Employment and Opting Out

- (a) Newly employed personnel who are subject to the conditions of the agreement will be automatically enrolled in all insured welfare benefits. Coverage will be effective as of the date of their commencing employment.
- (b) All personnel who are subject to the conditions of this contract settlement, may at any time after completing thirty (30) days of employment, "opt out" of any or all insured benefit plan(s) in which they are enrolled except Article 18.06 Long Term Disability. A red declination card initialed as to the coverage being declined, properly completed, signed by the employee and witnessed by another employee, must be filed at the Board's Payroll Office (Department). Payroll Adjustments will not be made until such declination cards are on file.

18.09 The contributions defined in Articles 18.04, 18.06 and 18.07 include the Ontario Sales Tax.

ARTICLE 19 -- ACCUMULATED SICK LEAVE CREDITS

19.01 All full-time teachers shall be included in the plan.

- 19.02 All part-time teachers shall be included in the plan on a pro-rata basis. Accumulations (including maximum on accumulation) and loss of sick leave credits shall be in proportion to the portion of a full-time position which the teacher works.
- 19.03 (a) A teacher transferring from another Board will be credited with the number of days of accumulated sick leave credits with which the employee had been credited by the previous board providing no gratuity has been paid in respect of these credits and subject to the limitation set out in the Education Act.
- (b) A teacher who is re-employed by this board will be credited with the number of days of accumulated sick leave with which the teacher had been credited by this board, or a predecessor board, providing that no gratuity had been paid in respect of these credits and subject to Section 158 (6) of the Education Act. The teacher will be required to sign a statement regarding intervening employment prior to the credit for sick leave being granted. Credits claimed by a teacher from a predecessor board or from the present board beyond an interval exceeding an absence of two (2) years must be substantiated by the teacher in a manner acceptable to the Board.
- 19.04 For purposes of sick leave, a teacher shall receive twenty (20) sick leave credits, less days lost during the year, for each year of service with this Board. These credits may be accumulated to a maximum of two hundred (200) days.
- A minimum of twelve (12) days of paid sick leave per year is provided for use only in the case of personal disability.
- 19.05 A teacher who has accumulated the maximum two hundred (200) days sick leave (19.04) may, subsequent to August 31, 1974, accumulate additional credits to a further maximum of one hundred (100) days for the purposes of retirement gratuity. These credits shall be segregated into an account for that purpose, and once segregated, cannot be used as regular sick leave credits.
- 19.06 In calculating the accumulative sick leave credit for a partial year of employment, full months of employment only will be used.
- 19.07 Accumulated sick leave credits shall be calculated annually as of August 31. In any school year, a teacher absent due to illness will be entitled to benefits for the current school year as follows:
- (a) twenty (20) days sick leave for current school year.
- (b) accumulated sick leave credits as of August 31, of the preceding school year.
- 19.08 If an absence extends beyond the current school year, the credits remaining at the end of the school year will be payable in the following school year and will cease when the credits expire.
- 19.09 A full-time teacher who becomes a part-time teacher shall have his/her accumulated sick leave credits reduced in proportion to his/her change in time worked. These aforementioned credits shall be segregated into an account for that purpose, and will be reinstated for the purpose of calculation of the retirement gratuity or on a pro-rata basis should that teacher at a later date increase his/her percentage of time worked.
- 19.10 (a) A statement of accumulative sick leave credit balance shall be shown every month on each employee's pay cheque stub.

- (b) The opening balance in the statement of accumulated sick leave is deemed to be correct unless written objection is received by the Payroll Department within one year of the date of commencement of employment.
- (c) Charges against the accumulated sick leave credit will be deemed to be correct unless written objection is received by the Payroll Department within one (1) year of the date on which the entry is recorded.

19.11 The Board recognizes and supports the union's participation in the return-to-work process for ill or injured bargaining unit members.

ARTICLE 20 -- RETIREMENT GRATUITY

20.01 Any employee who has served a minimum of five (5) continuous years with this Board or its predecessors, and retires due to any of the following conditions, shall be entitled to a retirement gratuity:

- (a) death,
- (b) permanent disability as defined by the Teachers' Pension Plan,
- (c) eligibility for and in receipt of a service or disability pension as defined by the Teachers' Pension Plan. Receipt of the pension as a requirement for eligibility for a retirement gratuity may be waived at the sole discretion of the Administrative Council,
- (d) effective January 1, 1999, transfer of pension benefits through the commuted value option, provided that the employee has achieved a factor that is within one (1) year of the factor required for an unreduced pension or is within six (6) months of the minimum age required for a reduced pension. This provision is not intended to be a service gratuity and if challenged successfully under any statute shall be null and void.

20.02 The gratuity shall be calculated as follows:

$$\frac{N}{200} \times \frac{S}{2} \text{ where}$$

- N- is the number of unused accumulated sick leave credit days at time of separation from the Board as a teacher, and
- S- is the full time equivalent salary at the time of retirement

all subject to the following conditions:

- (a) In accordance with Section 180, Education Act, the maximum amount receivable by the employee shall not be in excess of an amount equal to one-half (0.5) of the full-time annual rate of the earnings received by the employee for the last complete year or school year, as the case may be, in which the employee was employed by the board.

For a teacher who has reduced the terms of employment, any sick leave credits that have been segregated, as per Article 19.09, will be reinstated for the purpose of calculating the Retirement Gratuity in accordance with Section 158 1(b) of the Education Act.

- (b) All teachers may elect to receive the gratuity in one to three payments. In this, all are advised to consult with their income tax office to ascertain the most advantageous plan.
- (c) In the event of the death of a teacher, any benefits accrued under any of the above conditions shall be paid to the beneficiary designated by the teacher.
- (d) No teacher in the employ of The Simcoe County Board of Education at the date of commencement of its jurisdiction over County schools on January 1, 1969, will receive a lesser retirement gratuity than that calculated under the policies of the teacher's employing Board which was dissolved at the time of take-over by The Simcoe County Board of Education.

ARTICLE 21 -- PROFESSIONAL DEVELOPMENT FUNDS

- 21.01 The Board agrees to provide the following allocation of funds for the professional development of its staff:
- | | |
|-------------|-------------------------|
| Teachers | \$87.00 per FTE Teacher |
| County P.D. | \$ 8.25 per FTE Teacher |
- 21.02 Funds allocated in Article 21.01 shall be allocated only to Bargaining Unit members covered by this collective agreement on the basis of need by a committee of teachers in each school.
- 21.03 The Board shall pay one hundred percent (100%) of the tuition fees, and the cost of required texts to a maximum of two hundred dollars (\$200.00) per course, for courses assigned by the Director, or designate.
- 21.04 All courses for which payment will be claimed must be approved in advance by the Director, or designate.

ARTICLE 22 -- PROFESSIONAL FEES

- 22.01 The Board shall deduct a local OSSTF professional fee which is duly approved according to the constitution of OSSTF District 17 (Simcoe). The Bargaining Unit shall provide the Board with a copy of the official minutes of the District authorizing this fee.

ARTICLE 23 -- STAFF ALLOCATION

- 23.01 The total staff allocation for each school year will be determined using the projected average daily enrolment, the average credits per student, and the resources available for special education programs and services to maximize learning opportunities for all students.

For the 2005/2006 school year, based on the Ministry allocation of 1.89 additional teachers per 1000 students, the projected ADE of 17545 will provide thirty-three (33) FTE teachers;

For the 2006/2007 school year, based on the Ministry allocation of 2.35 additional teachers per 1000 students, a projected ADE of 17545 will provide eight (8) FTE teachers, in addition to the thirty-three (33) previously allocated in 2005/2006;

For the 2007/2008 school year, based on the Ministry allocation of 2.82 additional teachers per 1000 students, a projected ADE of 17545 will provide eight and one-half (8.5) FTE teachers, in addition to those previously allocated in the preceding two years.

- 23.02 As soon as the projected average daily enrolment is available and no later than March 25, the Working Conditions Committee will meet to determine the number of teachers for the system for the following school year.
- 23.03 After the number of teachers for the system for the following school year has been determined, changes in the factors set out in Article 23.01 may require the Working Conditions Committee to adjust the number of teachers allocated to the system.
- 23.04 A minimum of one (1) FTE teacher-librarian shall be allocated to each school provided that grant funding for Librarians continues to support this allocation.
- 23.05 Staff allocated to 23.01 to 23.03 shall be assigned in the areas to which they have been allocated.

ARTICLE 24 -- WORKING CONDITIONS

- 24.01 Effective for the 2005/2006 school year, each full-time teacher will be assigned core responsibility for six (6) teaching periods.
- 24.02 Effective for the 2005/2006 school year, no full-time teacher shall be assigned more than three (3) teaching periods in each semester.
- 24.03 In addition to the six (6) teaching periods per school year, all teachers will be assigned Additional Professional Assignments (APA's). Additional Professional Assignments will include a combination of: on-call assignments; student supervision; student mentorship and/or teacher mentorship to maximize the expertise of teachers in support of student learning.
- 24.04 In the 2005/2006 school year, each full-time teacher will be responsible for up to eighty (80) half periods of Additional Professional Assignments, based on seventy-five (75) minute periods. A maximum of sixty-four (64) may be used for on-calls and supervisions. The remainder may be used for teacher and student mentoring.

In the 2006/2007 school year, each full-time teacher will be responsible for up to seventy-six (76) half periods of Additional Professional Assignments per year, based on seventy-five (75) minute periods. A maximum of fifty-eight (58) may be used for on-calls and supervisions. The remainder may be used for teacher and student mentoring.

In the 2007/2008 school year, each full-time teacher will be responsible for up to seventy-two (72) half periods of Additional Professional Assignments per year, based on seventy-five (75) minute periods. A maximum of fifty-four (54) may be used for on-calls and supervisions. The remainder may be used for teacher and student mentoring.

- 24.05 Prior to the commencement of each semester, the principal, in consultation with the In-School Staffing Committee shall determine the school needs for Additional Professional Assignments, which shall be equitably assigned in collaboration with the In-School Staffing Committee. The Principal and the In-School Staffing Committee will review and may revise assignments mid-semester to address school needs, as long as assignments remain equitable and in compliance with the parameters as set out in this Article. Any items in dispute will be referred to the Working Conditions Committee for resolution.
- 24.06 Notwithstanding the above, Alternative Learning Program, Section 20 Teachers and Cooperative Education Teachers may be assigned additional professional assignments in the form of student mentoring.
- 24.07 The Principal and the In-School Staffing Committee may determine that school needs support assigning some or all Guidance Teachers to student mentoring as their additional professional assignment.
- 24.08 Except in an emergency, no teacher may be assigned the equivalent of more than three (3) half-periods of on-calls per week, or up to two (2) full periods if full periods are the preference of the staff, as determined by the In-School Staffing Committee.
- 24.09 Except in the event of an emergency, a teacher who is assigned supervision shall not be assigned on-calls in the same week.
- 24.10 The maximum number of additional professional assignments in the form of supervision in a week shall be five (5) half-periods.
- 24.11 All part-time teachers will have their duties and pay pro-rated to a full-time classroom teaching assignment as follows:
- | | |
|----------|--------|
| 1 period | 0.1667 |
| 2 | 0.3333 |
| 3 | 0.5000 |
| 4 | 0.6667 |
| 5 | 0.8333 |
| 6 | 1.0000 |
- 24.12 (a) For September, 2005, the following maximum class sizes shall apply:

Grade 9 & 10	Grade 11 & 12
32 Academic(D)	35 University, University/College, College (U) (M) (C)
27 Applied (P)	26 Workplace (E)
28 Open (O) (include Computer and Information Technology, Phys Ed, Music, Dance & Drama)	28 Open (O) (include Computer & Information Technology)
24 Broad Based Technology (except Information Technology) Courses	28 Family Studies (Lab based Courses),
24 Food & Nutrition/Visual Arts	28 Visual Arts

18 At-Risk Coop	25 Coop & Other Forms of Experiential Learning
18 GLS/GLE; Locally Developed	24 Technology (except Information Technology)
	18 GLS/GLE

22 Alternative Learning Programs

(b) For September, 2006, the following maximum class sizes shall apply:

Grade 9 & 10	Grade 11 & 12
30 Academic(D)	34 University, University/College, (U) (M)
27 Open Phys. Ed., Music, Drama and Dance	34 College (C)
26 Applied (P)	25 Workplace (E)
26 Open (O) (include Computer and Information Technology)	28 Open (O) (include Computer & Information Technology)
22 Broad Based Technology Courses	26 Family Studies (Lab based Courses)
24 Food & Nutrition/Visual Arts	28 Visual Arts
18 At-risk Coop	25 Coop & Other Forms of Experiential Learning
22 Applied (Supported)	
17 GLS/GLE; Locally Developed	24 Technology (except Information Technology)
	18 GLS/GLE

22 Alternative Learning Programs

(c) For September, 2007, the following maximum class sizes shall apply:

Grade 9 & 10	Grade 11 & 12
30 Academic (D)	34 University (U)
26 Open Phys. Ed., Music, Drama and Dance	33 College (C), University/College (M)
25 Applied (P)	25 Workplace (E)
26 Open (O) (include Computer and Information Technology)	28 Open (O) (include Computer & Information Technology),
22 Broad Based Technology Courses	26 Family Studies (Lab based Courses)
24 Food & Nutrition/Visual Arts, and Grade 10 Communication Technology	28 Visual Arts
18 At-risk Coop	25 Coop & Other Forms of Experiential Learning
20 Applied (Supported)	
16 GLS/GLE; Locally Developed	24 Technology (except Information Technology)
	18 GLS/GLE

22 Alternative Learning Programs

Class size maxima will be reviewed annually by the Working Conditions Committee.

- 24.12 The effective date of all maximum class sizes will be October 31 and March 31.
- 24.13 Unless agreed to by the teacher, no teacher shall be assigned more than one (1) multi-level and/or multi-grade section per semester, excluding co-op.
- 24.14 Unassigned time shall be available to the teacher for preparation and marking.
- 24.15 It is understood that safety considerations and the number of workstations in a classroom may require the designation of a lower maximum class size. The In-School Staffing Committee will report concerns to the Working Conditions Committee for resolution.
- 24.16 For classes that are multi-level and where different maximum class sizes apply, the maximum class size for the predominant (majority) program shall be used.
- 24.17 Each teacher shall be entitled to an uninterrupted period of not less than forty (40) consecutive minutes for lunch free from supervisory duties and/or teaching duties.
- 24.18 The Board recognizes that teacher participation in extra-curricular activities (such as student sports, clubs, activities) is voluntary.
- 24.19 During a legal strike undertaken by members of another bargaining unit against the Board, no teacher shall be required to perform duties which are normally performed by members of the bargaining unit which is on strike.
- 24.20 Class size maxima not addressed in this Article will be referred to the Working Conditions Committee for determination.

ARTICLE 25 -- INTERNAL EXCHANGE PROGRAM

- 25.01 The Board may allow teacher exchange within the secondary panel, for a maximum of two (2) years, provided that the principals of the schools involved approve the exchange.

Terms and Conditions

- (a) Requests for exchange must be initiated by the teachers concerned by April 1. Once the principals agree to the exchange, the exchange request must be submitted to the Superintendent(s) of Schools involved for approval. Final approval shall be given by April 30.
- (b) Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by April 30 of the first year of the exchange.
- (c) For the purposes of Article 27, the teachers shall be considered as members of the staffs of the schools from which they came.
- (d) Exchange will not affect basic salary, benefits, or seniority.
- (e) If a teacher who holds a position of responsibility enters into an exchange

agreement, basic salary shall be unaffected by the exchange, but the allowance(s) for position(s) of responsibility shall be paid to the teacher(s) assuming the position(s) of responsibility.

- (f) In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the Board.

25.02 Exchanges Between Panels

- (a) Exchanges between panels may be accomplished by teachers in the secondary panel through the Voluntary Leave of Absence provisions in Article 17.
- (b) Requests for exchange between panels must be initiated by the teachers concerned by March 15. Once the principals agree to the exchange, the exchange requests must be submitted to the Superintendent(s) of Schools involved for approval. Final approval shall be given by April 15.
- (c) Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by April 15 of the first year of the exchange.
- (d) While participating in the exchange program, teachers on leave from the secondary panel will become members of the Simcoe County Elementary Teachers' Federation and will be subject to the terms and conditions of the Simcoe County Elementary Teachers' Federation Collective Agreement, including salary and benefits.
- (e) In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the Board.

ARTICLE 26 -- JOB SHARING PROGRAM

26.01 Method of Application

- (a) A teacher who wishes to teach one (1) semester and take a leave of absence in the other and retain a full-time credit in accordance with the Teachers' Pension Act may make a request, in writing, through his/her principal to the Superintendent of Employee Services stating his/her wish for such a leave of absence.
- (b) The Superintendent shall consider such criteria as are normally considered in allocating staff and may recommend the granting of the request to the Board.

26.02 Return to Full-Time Teaching

- (a) For the period requested, the teacher may not return to full-time teaching unless a vacancy occurs.
- (b) Unless the teacher again requests part-time in the following year, he/she will become a full-time member of the staff, subject to the provisions of Article 27.
- (c) A teacher participating in a job sharing program must give notice, in writing, to

the Principal and the Superintendent of Employee Services of his/her intention to return or request a renewal:

- (i) by March 1 of the year of leave for return or renewal in September of the following school year, or
- (ii) by two (2) months in advance, for return or renewal at the beginning of the second or third term of the school year.

26.03 Conditions of the Leave

A part-time teacher shall be governed by the provisions of this agreement respecting part-time teaching, including:

- (a) The salary for a part-time teacher shall be computed according to Article 11.01.
- (b) The Board's share of the fringe benefit premiums shall be according to Article 18.02(b).
- (c) The teacher's accumulation of seniority shall be according to Article 27.
- (d) Accumulated sick leave credits shall be treated according to Article 19.08. Further accumulation or use shall be according to Article 19.02.

ARTICLE 27 -- SENIORITY, TRANSFERS, PLACEMENT AND REDUNDANCY

27.01 Seniority

- (a) Seniority shall mean the length of service from the first scheduled day of work, as an O.S.S.T.F. member, given to the Simcoe County District School Board or its predecessors subject to the following: -
 - (i) half-time or more service that is given after September 1, 1981, with the Simcoe County District School Board shall be considered as full-time service for the purpose of calculating the teacher's years of seniority.
 - (ii) service that is less than half-time since September 1, 1981 with the Simcoe County District School Board shall be prorated in accordance with contracted time worked. Proration shall be based upon ten months per year and twenty days per month.
 - (iii) effective September 1, 2003, for seniority purposes, teachers on LTD who return to their teaching position shall be credited with the absent time for seniority purposes only.
- (b) In order to break ties created in (a) above, the following shall be considered in order:
 - (i) for staff who are contracted for less than half (0.5) time the number of school years served as an O.S.S.T.F. member in Simcoe County as a part-time teacher subsequent to September 1, 1986 and where such is equal,
 - (ii) length of service under a probationary and/or permanent contract with the

Simcoe County District School Board or its predecessors, and where such is equal,

- (iii) length of teaching experience within Ontario under a probationary and/or permanent contract with accredited Boards, and where such is equal,
 - (iv) length of recognized teaching experience, and where such is equal,
 - (v) effective February 1, 1988: the date of actual commencement of the assignment, and where such is equal,
 - (vi) as determined by lot, conducted by the Working Conditions Committee as defined in Article 28.03.
- (c) In the event that a teacher returns to the employ of the Board and his/her seniority calculation would result in a placement among previously tied staff whose position, on the seniority list, has already been determined by lot, the teacher will be assigned the lowest position of the previously tied group.
- (d) Seniority accumulation, once acquired, will be lost only for discharge for just cause.
- (e) Explanation of Seniority List
- (i) Column f on the seniority list will specify the years and months of seniority in accordance with 14.09 and 27.01(a) [e.g. 20.6 will indicate twenty (20) years and six (6) months].
 - (ii) Column g on the seniority list will specify the years and months of seniority attained in the Elementary Panel while on an exchange from the Secondary Panel.
 - (iii) Column h on the seniority list will include the sum of the information contained in columns f and g.

Columns i to l will tabulate the tie breakers in accordance with 27.01 (b)
 - (iv) Column i on the seniority list will specify the number of years of service as an O.S.S.T.F. member in Simcoe County as a part time teacher for less than 0.5 time subsequent to September 1, 1986.
 - (v) Column j on the seniority list will specify the length of teaching experience within Ontario under a probationary and/or permanent contract with accredited Boards.
 - (vi) Column k on the seniority list will include continuous supply work, which exceeds one month, out of province experience and out of country experience with the Simcoe County District School Board. Information in this column will be calculated at the time of hire and will not be changed unless the teacher has resigned and obtains experience in one of the identified areas while not under contract with the Simcoe County District School Board.
 - (vii) Column e on the Seniority List will record the date of actual commencement of the assignment.

- (f) Notwithstanding the foregoing, the tiebreakers recognized and included in column I before September 1, 1986 will not be lost or changed. A seniority list in force on September 1, 1986 will be kept in both the Board Office and the O.S.S.T.F. office, for safekeeping.
- (g) By March 29th of each year, the Board shall have developed a list(s) of all Bargaining Unit members employed by the Board as of February 15 of the same year in order of their acquired seniority.
- (h) Seniority lists shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and most junior is at the bottom.
- (i) 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 April 10th of each school year.
- (j) Errors in the calculation of a member's seniority shall be brought to the attention of the Board by the member within twenty (20) school days of the teacher's first entry to the list or the list shall be deemed correct.

27.02

Qualifications

- (a) For the purpose of this Article, qualifications shall be determined by the Ontario College of Teachers Statement of Qualifications, the academic background, the teaching experience and the related experience, where applicable, of the teacher.
- (b) A teacher shall not be assigned or be entitled to a position unless he/she holds the appropriate qualifications, in accordance with Regulation 298, academic background and teaching experience for the position.

27.03

Voluntary Transfers

- (a) A teacher wishing to transfer shall complete an electronic Request for Voluntary Transfer application on the Board's intranet.
- (b) A teacher whose performance is unsatisfactory shall not be eligible to apply for a voluntary transfer.
- (c)
 - (i) All requests for transfer will be considered during the placement meeting specified in Article 27.07.
 - (ii) The deadline for the receipt of the Request for Voluntary Transfer Application, which must be filed annually, is March 1.
- (d) The Superintendent of Employee Services shall acknowledge all requests and compile and maintain a list, by area, of the teachers who have applied for a transfer.

The President of the Bargaining Unit (District 17) will be provided with a copy of the list of teachers who have applied for a transfer.
- (e) The Board may offer a teacher 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 17 Chief Negotiator or designate and the appropriate supervisory officer and may occur at any time during a school year.

27.04 Staffing of Schools

- (a) Within the total staff complement assigned, each Principal shall staff his/her school in accordance with seniority and qualifications as defined in Articles 27.01 and 27.02 save and except for positions of responsibility.
- (b) In the event that there will be a teacher or teachers declared available for transfer, the Principal shall attempt to staff the school so that the least senior teacher(s) on the seniority list is (are) declared available for transfer.
- (c) The least senior teacher(s) may only be by-passed as the teacher(s) declared available for transfer after the Principal:
 - (i) has determined the program to be offered in the school,
 - (ii) has examined the qualifications of the staff in accordance with Article 27.02, and
 - (iii) has ascertained that the school cannot reasonably be organized without the services of the least senior teacher.
- (d) If the Principal is unable to staff the school by declaring the least senior teacher available for transfer, a written explanation will be provided to the Superintendent of Employee Services with a copy to the President of the Bargaining Unit, District 17, and discussions will be held with the In-School Staffing Committee.
- (e) If the least senior teacher is by-passed, the next least senior teacher will be declared available for transfer unless it is necessary to continue the implementation of clauses (c) and (d) above.

27.05 Declaration of Available for Transfer by the Principal

- (a) On or before April 13, each principal, after notifying each teacher in writing, shall submit to the Superintendent of Employee Services the names of those teachers declared available for transfer and a description of all vacant positions in the school.
- (b) A teacher may only be declared available for transfer for his/her total position held in the school.
- (c) A teacher who has been declared available for transfer may appeal the declaration if there are reasons to believe the correct procedures have not been followed. The teacher must appeal to the Working Conditions Committee within two (2) teaching days. The Working Conditions Committee within a further two (2) teaching days shall make a final decision subject to Article 28.03(c). If the appeal is upheld, another teacher shall be declared available for transfer, observing all the stated procedures except for the extended dates.
- (d) On or before April 22, each principal shall submit to the Working Conditions Committee a description of the tentative assignment, for the coming school year, for each staff member who has one (1) year or less seniority.

- (e) On or before April 22, each teacher declared available for transfer by the principal will submit to the Working Conditions Committee via the Superintendent of Employee Services a completed information form, sample appended.

27.06

Declaration of Available for Transfer by the Working Conditions Committee

- (a) If, in the opinion of the Working Conditions Committee, there is not a position available for each teacher declared available for transfer, the committee, having considered qualifications and teacher assignment, shall declare the most junior teacher(s) in the system available for transfer in order to provide a position for each teacher with greater seniority declared available for transfer by the principal.
- (b) In the event that the teacher(s) declared available for transfer cannot be placed by declaring the most junior teacher(s) in the system available for transfer as in 27.06(a) above the Working Conditions Committee may by-pass the least senior teacher in its declaration of available for transfer staff in order to provide for a more senior teacher who has been declared available for transfer.
- (c) The process identified in Article 27.06(a) above will be completed on or before April 30 and each teacher declared available for transfer by the Working Conditions Committee will be notified immediately, in writing, by the Working Conditions Committee via the Superintendent of Employee Services.
- (d) On or before May 7, each teacher declared available for transfer by the Working Conditions Committee, will submit to the Working Conditions Committee, via the Superintendent of Employee Services, a completed information form, sample appended.

27.07

Matching Transferees and Vacancies

- (a) On or before three (3) teaching days following the action date of Article 27.06(d), the Superintendent of Employee Services shall convene a meeting of all secondary school principals and the Working Conditions Committee.
- (b) Having consulted with the Principals and having considered the qualifications and seniority of each teacher, the Superintendent of Employee Services shall attempt to place all teachers declared available for transfer in the known vacancies.
- (c) Thereafter, placement meetings at the call of the Superintendent of Employee Services shall be convened to complete the placement of available for transfer and replacement teachers.
- (d) The placement process in this Article may not be utilized to increase a teacher's contractual status.
- (e) If a teacher refuses an assigned position, for which he/she is qualified, the Board shall have no further obligation to employ the teacher and may terminate his/her contract unless a mutually agreed resolution is achieved by the teacher and the Superintendent of Employee Services.

- (f) A teacher continuing to hold a position of responsibility, as set out in Article 9, shall exempt from the provisions of clauses 27.04 (b) and 27.06 (a) of this Article.
- (g) In the event that, subsequent to the placement of all available for transfer, a position, other than a position of responsibility, which is not the result of a leave being granted, becomes available for the full school year, the Superintendent of Employee Services in consultation with the Principal of the school where the vacancy exists will ensure that the most senior teacher" who is qualified, in accordance with Article 27.02(a), and applies for the position will be assigned to the position prior to the hiring of a staff member new to the county. Such application would be met by the submission of a "blanket" application indicating that teacher is willing to be placed at the discretion of the Superintendent of Employee Services.

27.08 Final Placement of Teachers

- (a) On or before the third Tuesday of May, a teacher, who has not been placed, will be designated as a redundant teacher and notified of such, in writing, by the Superintendent of Employee Services.
- (b) The contract of a redundant teacher who has one (1) year or less of seniority, may be terminated by the Board.
- (c) A redundant teacher who has more than one (1) year of seniority will be placed by the Superintendent of Employee Services as follows:
 - (i) as permanent supply teacher for the county at regular salary and travel allowance outside the local administrative area, or
 - (ii) as a supernumerary teacher on a particular staff, or
 - (iii) in a mutually agreeable assignment.
- (d) Notwithstanding 27.08 (c) the Board will have no obligation to accommodate the placement of a redundant teacher for more than the number of years of seniority held at the time of being declared redundant and may at the conclusion of this period of time terminate the contract of the teacher if during this period no opening occurred for which the teacher was qualified or became qualified.
- (e) If, within a period of two (2) years from the time a teacher is transferred under this Article, a teaching position for which the teacher is qualified should re-open in the school or area from which the teacher was transferred, the teacher will be assigned that position on the basis of seniority should the teacher apply for the position or have informed the Superintendent of Employee Services, in writing, prior to the date of the first placement meeting, of his/her wish to return to the school or area.

- 27.09
- (a) In the event that the Ministry of Education withdraws financial support for adult education programs, staff may be declared surplus/redundant effective December 31 in accordance with the principles contained in Article 27.
 - (b) The timelines required to effect reductions for December 31 will be determined

by mutual consent with the provision that such timelines are completed prior to the last scheduled Board of Education meeting in November.

27.10 General

Notwithstanding Article 5.10, with the exception of positions of responsibility, it will not be necessary to post a position as long as there is an unassigned teacher who was declared available for transfer and is qualified for the available position.

ARTICLE 28 -- COMMITTEES

28.01 **In-School Staffing Committee**

- (a) The In-School Staffing Committee shall be comprised of:
- the principal and one vice-principal;
 - one of the school's Collective Bargaining Committee representatives; and
 - one member of the teaching staff elected by the staff by a secret ballot.
- (b) The In-School Staffing Committee shall review the current school year's organization for the purpose of the October 31 and March 31 Ministry reports as well as reviewing the following year's organization and planning prior to May 31.
- (c) As part of the process referenced above, the In-School Staffing Committee shall:
- (i) review and monitor the average class size;
 - (ii) provide input to the administration, review and monitor the allocation of the school's instructional and non-instructional time per teacher;
 - (iii) provide input to the administration, review and monitor the allocation of scheduled supervisory duties per teacher.
- (d) The In-School Staffing Committee shall provide input for the spring staffing cycle as requested by the Working Conditions Committee.
- Unless determined otherwise by the Working Conditions Committee, this input shall occur prior to April 1.
- (e) The Principal shall provide the other members of the In-School Staffing Committee with all relevant information, in a timely fashion, in order to allow the In-School Staffing Committee to fulfill its responsibilities as defined above.
- The information shall include but not be limited to teacher timetables, master schedules, on-call/supervision schedules and supervision schedule tracking sheets.
- (f) The In-School Staffing Committee shall meet at reasonable intervals at the request of either the principal or the school's Collective Bargaining Committee representative.
- (g) The In-School Staffing Committee shall report to the school staff, in writing, at

reasonable intervals.

- (h) The In-School Staffing Committee shall be responsible for reporting to the Working Conditions Committee the details of implementing the staffing and workload conditions of this collective agreement.
- (i) The In-School Staffing Committee will review the method of staffing the school including surplus and redundancy declarations, transfers and vacancies.

28.02 Trustee-Teacher Relations Committee

A Trustee-Teacher Relations Committee shall be established in the first month of the contract year.

(a) Purpose

The purpose of the committee is to provide a forum for the discussion of matters of mutual interest which are not in dispute and which arise during the term of this agreement, in order to promote the best possible relations between the Board and its staff.

(b) Composition of Trustee-Teacher Relations Committee

- (i) The Committee shall consist of:
 - two Trustees appointed by the Board Chairperson
 - two members of the Administrative Council
 - two members of O.S.S.T.F.
- (ii) Additional members, as resource, may be co-opted to the Committee by any of the parties involved.

28.03 Working Conditions Committee

- (a) There shall be a Working Conditions Committee (WCC) which will meet at the call of the Superintendent of Employee Services. The Committee shall consist of six (6) members: three (3) representing O.S.S.T.F. District 17 of which one (1) shall be the President; and three (3) representing the Board administration of which one shall be the Superintendent of Employee Services.
- (b) The Working Conditions Committee shall perform the following duties:
 - (i) gather, compile and validate data with respect to staffing, teacher workload and average class size;
 - (ii) review, monitor and ensure that the application of transfer, surplus and redundancy procedures are properly followed including appeals referenced in Article 27.05 (c);
 - (iii) report and make recommendations concerning the above matters to the respective negotiating committees no later than April 1 of each school year.
 - (iv) determine the total allocation of teachers for the following school year as set out in Article 23;

- (v) review the allocation of staff to the schools within the staffing parameters as set out in Article 24;
 - (vi) distribute to each In-School Staffing Committee the staff allocations for all schools;
 - (vii) meet with an In-School Staffing Committee at the request of the Principal or the District 17 President, if such a meeting is deemed necessary by the Superintendent of Employee Services;
 - (viii) review the system for tracking the utilization of supervisory duties.
- (c) If the Working Conditions Committee cannot achieve agreement over an issue, the Bargaining Unit recognizes the Superintendent of Employee Services' right to make a final decision in a timely manner. 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) The Working Conditions Committee shall be invited to the joint management/union staffing process meetings.

ARTICLE 29 -- ACCESS TO PERSONNEL FILE

- 29.01 Upon a teacher's request a principal or designate shall provide immediate access to the teacher's on-site personnel file. A teacher shall be entitled to copy any materials contained in the on-site personnel file.
- 29.02 Upon a teacher's request, and in the presence of a Board Employee Services employee, a teacher shall have access to his/her Board personnel file located in the Employee Services Department at the Simcoe County District School Board. Where a teacher authorizes, in writing, access to the teacher's Board personnel file by another person acting on his/her behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 29.03
 - (a) At the request of the teacher, documents contained in a teacher's personnel files which are of a disciplinary nature and all supporting documents shall be removed from the file five (5) years after their date of issue, provided that there is no other disciplinary action during that period of time.
 - (b) Notwithstanding Article 29.03(a), documents related to investigations or disciplinary action in cases of harassment or abuse or in matters for which there is a statutory requirement for retention shall not be removed.

ARTICLE 30 -- FEDERATION DUES

- 30.01 On each pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded, in writing, to the Employer at least thirty (30) days prior to the expected date of the change.

- 30.02 The OSSTF dues deducted in Article 30.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, salary for the period and the amounts deducted.
- 30.03 Dues specified by the Bargaining Unit, if any, shall be deducted and remitted to the Treasurer of OSSTF, District 17 Simcoe at the District OSSTF office no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance numbers, annual salary, salary for the period and the amounts deducted.
- 30.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 31 -- TERMINATION OF EMPLOYMENT

- 31.01 An employee shall notify the employer, in writing, by November 30 of the employee's intention to resign effective December 31 or January 31 (end of Semester 1); and by May 31 for the resignation to be effective June 30 or August 31.
- 31.02 Nothing herein prevents an employee and the Employer from mutually agreeing to the employee's resignation at any time.
- 31.03 Teachers shall endeavour to notify the Board by April 1st of their intention to retire effective June 30th in any school year.

ARTICLE 32 -- ELECTRONIC EDUCATION PROGRAMS

- 32.01 The Board agrees to inform the Bargaining Unit prior to implementing the electronic and distance education delivery of secondary school credits in a school.
- 32.02 Secondary school students under 21 years of age taking electronically delivered and distance education credit courses offered in a school shall be recorded on the day school register and assigned to a class.
- 32.03 An electronically delivered or distance education credit course delivered in a school may be assigned to a teacher as part of the teacher's normal assignment. The assignment shall comply with the workload and class size provisions.

ARTICLE 33 -- OSSTF MEETINGS

- 33.01 The District 17 Teacher Bargaining Unit may hold meetings with its members at schools provided that the Principal approves the use of the space required. These meetings may be held during a teacher's lunch break, provided that there continues to be in the opinion of the Principal, adequate student supervision available in the school.

ARTICLE 34 -- PRINTING OF COLLECTIVE AGREEMENT

- 34.01 The cost of printing the collective agreement shall be shared equally by the parties.

ARTICLE 35 -- TEACHER PERFORMANCE APPRAISAL

- 35.01 The evaluation of teachers shall be in accordance with the *Expectations* document as approved by the Board. This document may be amended from time to time. The Union shall be invited to appoint representation to participate in any amendment of the *Expectations* document.
- 35.02 Only supervisory officers, principals and vice-principals shall perform a Teacher Performance Appraisal. Teachers in the Bargaining Unit will not be asked to perform a Teacher Performance Appraisal.
- 35.03 Prior to performing a Teacher Performance Appraisal, a school administrator will review the Expectations document and the appraisal process with the teacher(s).
- 35.04 Notwithstanding 35.03, the Teacher Performance Appraisal process may be initiated by the principal at any time during the year for any teacher if the principal deems it necessary.
- 35.05 A union representative will accompany a teacher to a meeting in which the teacher will receive a summative report of an unsatisfactory rating, and meetings to review subsequent performance appraisals.

ARTICLE 36 -- CRIMINAL BACKGROUND CHECKS

- 36.01 A Teacher may request the attendance of Union representation at any meeting held for the purpose of discussing the content of a Criminal Record Check or an Offence Declaration.

ARTICLE 37 -- SIGNATURES

37.01 In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year written below.

Dated at Midhurst, Ontario this day of , 2005.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
District 17 (Simcoe)**

Chairperson

Director

1. The object of this SEB Plan is to supplement the Employment Insurance (E.I.) benefits received by teachers from the Canada Employment and Immigration Commission for temporary unemployment caused by pregnancy or parental leave.
2. Only teachers granted a pregnancy leave or a parental leave are covered by this Plan.
3. The other requirements for receipt of a SEB are:
 - (a) The teacher must be eligible to receive E.I. pregnancy or parental benefits from the Canada Employment and Immigration Commission. Eligibility for the E.I. benefits is to be a result of work done for the Simcoe County District School Board immediately prior to the pregnancy or parental leave;
 - (b) an application for SEB must be made by the teacher on a form to be provided by the Board and the Teacher shall provide verification of the approval of the E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission;
 - (c) the teacher shall sign an agreement with the Board indicating:
 - (i) that the teacher will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the teacher's contract) after returning from the teacher's pregnancy leave or parental leave (and any subsequent additional leave granted by the Board under this Agreement) and;
 - (ii) that should the teacher not comply with (i) above the teacher shall reimburse the Board any monies paid to the teacher under this SEB plan.
4. A teacher must have applied for E.I. benefits before a SEB becomes payable.
5. A teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it has been verified that the teacher has applied and qualified for E.I.
6. A teacher shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
7. It is understood that in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the teacher shall not exceed seventy percent (70%) of the teacher's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.
8. The two (2) week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable.

LETTER OF INTENT

The Board and the Bargaining Unit agree that this Pay Equity Plan will be recommended by the Bargaining Unit to the Provincial Executive of OSSTF as the Pay Equity Plan required under the Pay Equity Act of 1987.

PAY EQUITY PLAN
between
The Simcoe County Board of Education
and the
Statutory Members of the Bargaining Unit
of the
Ontario Secondary School Teachers' Federation
District 17 Simcoe

It is agreed between the parties that this Pay Equity agreement has been negotiated pursuant to Sections 13 and 14 of the Pay Equity Act, 1987.

The required elements of the plan are listed below:

1. The establishment is The Simcoe County Board of Education including all of its secondary schools and its administrative offices.
2. For all purposes of Pay Equity, the job classes for the basis of wage comparison, with agreed gender predominance, pursuant to Section 12 of the Pay Equity Act, are comprised of:
 - (i) Principal - Male
 - (ii) Vice-Principal - Male
 - (iii) Vice-Principal - Male
(schools less than 450 students, historical incumbency)
 - (iv) Vice-Principal (Learning Centres) - Male
 - (v) Department Heads - Male
 - (vi) Asst. Department Heads - Male
 - (vii) Classroom Teacher - Neutral
(those receiving salary in accordance with the salary grid in Article 12.01 of the Collective Agreement)
 - (viii) Curriculum Officer - Male
 - (ix) Continuing Education Teacher - Neutral
(those receiving salary in accordance with the salary grid in Article 14.03(a) of the Collective Agreement)
 - (x) Continuing Education Assistant Principal - Male
(Principal of Summer School)
 - (xi) Continuing Education Principal (summer school) - Male
 - (xii) Continuing Education Principal - Male

Pay Equity Plan contd

3. It was established that none of the job classes were female predominant and therefore it was not necessary to compare any job class using a gender neutral comparison system.
4. As a result of no comparisons to be made among the job classes, the parties agreed that there were no resultant wage adjustments. The current salary structure is gender neutral.
5. For the purposes of Pay Equity, the "job rate" for the "classroom teacher" job class shall be the maximum salary shown in Group 4 (Category VII) in the collective agreement between the Simcoe County District School Board and the OSSTF District 17 Simcoe.
6. The parties agree that no bargaining unit member shall have his/her salary red circled as a result of the application of a gender neutral comparison system under the Pay Equity Act.
7. The parties agree that the results of the application of any gender neutral comparison system to bargaining unit members are to be used solely for the purpose of developing a Pay Equity Plan and not for an internal comparison scheme.
8. The parties agree that this Pay Equity Plan will be deemed to have taken effect as of January 1, 1990.

REPLACEMENT TEACHER INFORMATION FORM

Surname

Given names(s)

Present School Location

____ Year ____ Month ____ Day
Date of Hire to S.C.D.S.B.

F.T.E. Status

Certification in accordance with the Certificate of Qualification

Subjects which I feel competent and confident to teach are as follows:

Subjects	Teaching and Related Experience Grade and Level	Academic Background (i.e. University Courses etc.)
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Preferred placement in order of preference of schools is as follows:

- 1.
- 2.
- 3.

Signature

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And

Teacher Bargaining Unit
District 17, OSSTF

SCHOOL OPENINGS OR SCHOOL CLOSURES

Based on the discussion that took place between representatives of the Board administration and the OSSTF District 17 on October 21, 2003, both parties agree there is no universal method/ means to address staff issues with respect to future school openings or closings, since each event is unique. Having regard for the Union's desire to have input into staff concerns, and administration's right to determine the operation and staffing of schools, both parties recognize the value of working together to minimize disruption and to anticipate and address staff concerns in advance of the event.

It is therefore agreed that, in the event of a planned secondary school opening or closing, the Superintendent of Employee Services will contact OSSTF District 17 six (6) months in advance of the anticipated event, or as soon as possible if there is less than six (6) months between the decision and its planned implementation. The Superintendent of Employee Services will call a meeting to discuss union input into anticipated staff transfer concerns and considerations that may reasonably be anticipated to arise from the event. OSSTF District 17 may have up to three (3) members of the OSSTF District 17, at the meeting. The Superintendent of Employee Services, a Superintendent of Education (Secondary) and the principal assigned to the affected school will attend on behalf of the Board. If more than one school is affected, the principal of the other school(s) will also be invited to attend.

Dated at Midhurst this _____ day of _____, 2005.

Simcoe County District
School Board

Ontario Secondary School
Teachers' Federation
District 17

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And

Teacher Bargaining Unit
District 17, OSSTF

POSITIONS OF RESPONSIBILITY

The Working Conditions Committee will meet to develop an alternative allowance model for Positions of Responsibility. In the event the Board and the Union agree on an alternative model, it shall include a change to incorporate a Cooperative Education and Other Forms of Experiential Learning Department Leader and deletion of the Project Leader position. Changes agreed shall become effective September 1 of the following school year.

Dated at Midhurst this _____ day of _____, 2005.

Simcoe County District
School Board

Ontario Secondary School
Teachers' Federation
District 17

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And

Teacher Bargaining Unit
District 17, OSSTF

ATTENDANCE SUPPORT PROGRAM

It is understood and agreed that, in the event the Board's Attendance Support Program Initiative determines that a standardized medical form is appropriate, the Board agrees that the Union will be invited to participate in the creation of such medical form or certificate.

Dated at Midhurst this _____ day of _____, 2005.

Simcoe County District
School Board

Ontario Secondary School
Teachers' Federation
District 17

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And

Teacher Bargaining Unit
District 17, OSSTF

PROVINCIAL SALARY RE-OPENER

If the provincial government provides to the Board additional funding specifically for secondary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 then the salaries for that year or those years will be increased as follows:

In accordance with the foregoing, the government has stated it will provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years on the following conditions:

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

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

Dated at Midhurst this _____ day of _____, 2005.

Simcoe County District
School Board

Ontario Secondary School
Teachers' Federation
District 17

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And

Teacher Bargaining Unit
District 17, OSSTF

MEDICAL DOCUMENTATION

The Board and the Union will cooperate to develop a protocol to address medical documentation that is of concern to the Board.

Dated at Midhurst this _____ day of _____, 2005.

Simcoe County District
School Board

Ontario Secondary School
Teachers' Federation
District 17

