

COLLECTIVE AGREEMENT

BETWEEN

SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND THE

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 17, SIMCOE
TEACHERS BARGAINING UNIT**

SEPTEMBER 1, 2008 to AUGUST 31, 2012

11219 (05)

SIMCOE COUNTY DISTRICT SCHOOL BOARD

Board of Trustees

Donna Armstrong	Trustee - Innisfil
Peter Beacock	Vice Chairperson Trustee - Oro-Medonte and Springwater
Debra Edwards	Trustee - Orillia
Diane Firman	Chairperson, Trustee - Barrie, Ward 7, 8, 9 and 10
Julia Gasewicz	Trustee - Barrie, Ward 4, 5 and 6
Nancy Halbert	Trustee - New Tecumseth and Bradford West Gwillimbury
Brenda Ingersoll	Trustee - Native Communities in Simcoe County
Jodi Lloyd	Trustee – Ramara, Severn and Tay
Robert North	Trustee – Adjala -Tosorontio and Essa
Brad Saunders	Trustee - Midland, Penetanguishene, Wasaga Beach and Tiny
Caroline Smith	Trustee - Collingwood and Clearview
Mary Anne Wilson	Trustee - Barrie, Wards 1, 2 and 3

Administrative Council

Kathy Bailey	Superintendent of Education, Area 5
Stephen Blake	Superintendent of Education, Area 2
Ruth Bragança	Superintendent of Human Resource Services and Organizational Development
Lou Brandes	Associate Director, Superintendent of Facility Services
Gord Campbell	Director of Education
John Dance	Superintendent of Education, Area 3
Phyllis Hili	Superintendent of Education, Area 4
Janis Medysky	Superintendent of Education, Area 1
Carol McAulay	Superintendent of Business and Information Technology Services
Kathryn Wallace	Superintendent of Education, Area 6
Lindy Zaretsky	Superintendent of Instructional Services K-12 and Leadership

Negotiating Team

Ruth Bragança	Superintendent of Human Resource Services and Organizational Development
Abigail DesForges	Human Resources Officer
Mary Catherine Masciangelo	Manager of Human Resource Services
Craig Hawkins	Principal – Midland Secondary School
Tracy McPhail	Principal – Eastview Secondary School
Janis Medysky	Superintendent of Education, Area 1
Kathryn Wallace	Superintendent of Education, Area 6

**ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
DISTRICT 17, SIMCOE
TEACHERS' BARGAINING UNIT**

Council 2008-2009

Miles Allemano	2 nd Vice President, Branch President, Eastview Secondary School
Tom Archer	Branch President, Elmvale District High School
Terry Brooks	Branch President, Banting Memorial High School
Tom Carr	Branch President, Park Street Collegiate Institute
Jennifer Campbell	Working Conditions Chairperson, Barrie Central Collegiate
Dave Crann	Grievance Officer, Eastview Secondary School
Kathy Demers	Branch President, Simcoe County District School Board
John Dewar	Branch President, Penetanguishene Secondary School
Stephen Engelhardt	1 st Vice President, Banting Memorial High School
George Lamoureux	Executive Officer, Barrie Central Collegiate
Kate Leynes	Branch President, Collingwood Collegiate
Elizabeth Long	President, Barrie North Collegiate
Chris Lowery	Branch President, Twin Lakes Secondary School
Alan Mills	Branch President, Barrie North Collegiate
Liam Morrison	Branch President, Barrie Learning Centre
Kirk Nielsen	Branch President, Stayner Collegiate Institute
Russ Oates	Branch President, Nantyr Shores Secondary School
Kevin Peaire	Branch President, Orillia District Collegiate and Vocational Institute
Melanie Stoodley	Secretary/Treasurer, Barrie Central Collegiate
Chris Scimmi	Branch President, Bear Creek Secondary School
Neil Shank	Branch President, Bradford District High School
Cathy Sprager	Branch President, Barrie Central Collegiate
Jon Thurston	Teacher Bargaining Unit Officer, Bear Creek Secondary School
Ian Tudor	Provincial Councilor, Collingwood Collegiate
Dave Wallin	Branch President, Innisdale Secondary School
Frank Woodley	Branch President, Midland Secondary School

Negotiating Team

Jamie Babcock	Innisdale Secondary School
Jennifer Campbell	Barrie Central Collegiate
Dave Crann	Eastview Secondary School
Chris Humber	Bear Creek Secondary School
Larry Lemay	Barrie North Collegiate
George Lamoureux	Barrie Central Collegiate
Elizabeth Long	Barrie North Collegiate
Melanie Stoodley	Barrie Central Collegiate
Jon Thurston	Bear Creek Secondary School
Paul Wilson	Penetanguishene Secondary School

TABLE OF CONTENTS

ARTICLE	PAGE
<u>GENERAL:</u>	
1 - PURPOSE	8
2 - EFFECTIVE PERIOD	8
3 - DEFINITIONS	8
<u>RIGHTS AND RESPONSIBILITIES:</u>	
4 - RECOGNITION	10
5 - BOARD'S RESPONSIBILITIES AND STATUTORY RIGHTS OF PARTIES	11
6 - GRIEVANCE PROCEDURE	12
7 - HEALTH AND SAFETY	15
8 - RETURN TO WORK/MEDICAL ACCOMMODATION	15
9 - ACTING ADMINISTRATION	15
10 - STRIKE OR LOCKOUT	16
<u>RESIGNATION OR RETIREMENT:</u>	
11 - RESIGNATION OR RETIREMENT	16
<u>SALARY:</u>	
12 - PLACEMENT ON SALARY SCALE	16
13 - CONTRACT TEACHERS BASIC SALARY SCHEDULE	18
14 - ALLOWANCES	19
15 - POSITIONS OF RESPONSIBILITY	21
16 - CALCULATION AND DATES OF SALARY PAYMENTS	26

TABLE OF CONTENTS – Continued

ARTICLE	PAGE
<u>BENEFITS:</u>	
17 - EMPLOYEE BENEFITS PLAN	27
18 - ACCUMULATED SICK LEAVE CREDITS	30
19 - RETIREMENT GRATUITY	32
20 - PROFESSIONAL DEVELOPMENT AND FUNDS	33
21 - SUPPLEMENTAL EMPLOYEE BENEFITS (SEB) PLAN	34
<u>WORKING CONDITIONS:</u>	
22 - WORKING CONDITIONS	35
<u>CONTINUING EDUCATION:</u>	
23 - CONTINUING EDUCATION	39
<u>ELECTRONIC/DISTANCE EDUCATION:</u>	
24 - ELECTRONIC AND DISTANCE EDUCATION PROGRAMS	43
<u>LEAVES:</u>	
25 - ABSENCES AND LEAVES OF ABSENCE	44
26 - LEAVE OF ABSENCE – EXECUTIVE POSITION – PROVINCIAL OSSTF	46
27 - LEAVE OF ABSENCE – EXECUTIVE OFFICER – BARGAINING UNIT	46
28 - LOAN OF SERVICE OR SECONDMENT	47
29 - FAMILY MEDICAL LEAVE	48
30 - LONG-TERM UNPAID LEAVE OF ABSENCE	48
31 - SHORT-TERM UNPAID LEAVE OF ABSENCE	49
32 - DEFERRED SALARY LEAVE OF ABSENCE PLAN	50

TABLE OF CONTENTS – Continued

ARTICLE	PAGE
33 - LEAVES GENERAL	52
34 - PREGNANCY AND PARENTAL LEAVES	52
35 - EXCHANGE PROGRAMS	54
 <u>FEDERATION GENERAL:</u>	
36 - COMMITTEES	56
37 - PROFESSIONAL FEES	59
38 - ACCESS TO PERSONNEL FILE	59
39 - FEDERATION DUES	59
40 - OSSTF GENERAL	60
41 - COLLECTIVE AGREEMENT	60
42 - PROFESSIONAL ACTIVITY DAYS	60
43 - TEACHER PERFORMANCE APPRAISAL	60
44 - CRIMINAL BACKGROUND CHECKS	61
 <u>STAFFING PROCESS:</u>	
45 - STAFF ALLOCATION	61
46 - POSTING OF POSITIONS AND SELECTION	62
47 - SENIORITY, PLACEMENT, TRANSFER AND REDUNDANCY	63
48 - SCHOOL OPENINGS OR SCHOOL CLOSURES	71
 <u>SIGNATURES:</u>	
49 - SIGNATURES	72

TABLE OF CONTENTS – Continued

ARTICLE	PAGE
<u>LETTERS OF UNDERSTANDING:</u>	
WORKPLACE CONFLICT RESOLUTION PROCEDURE FOR OBJECTIONABLE BEHAVIOUR	73
STUDENT ACTIVITIES COORDINATION	74
POSITIONS OF RESPONSIBILITY	75
<u>ALPHABETICAL INDEX</u>	76

GENERAL

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. This Agreement shall be in effect from **September 1, 2008**, and shall continue to be in force up to and including **August 31, 2012** and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within 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,
- 2.02. Notwithstanding the period of notice cited in this article, 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.
- 2.03. If either party gives notice of its desire to negotiate amendments in accordance with this article, 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.
- 2.04. 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: DEFINITIONS

- 3.01. Bargaining Unit: **Bargaining** unit means District 17 of the Ontario Secondary School Teachers' Federation.
- 3.02. Board: **Board** means the Simcoe County District School board.
- 3.03. Continuing Education Teacher: **Teachers** that deliver secondary school credit and non-credit courses in adult day school, summer school, night school and remedial programs on a term-definite contract-

- 3.04. Contract Teacher. **Secondary** Teachers that teach in Simcoe County District School Board workplaces excluding Continuing Education Teachers as defined in this article.
- 3.05. Emergency: Emergency **is defined as** an unforeseen circumstance arising during the day.
- 3.06. Emergency Teacher Replacement Duty: is defined as an unforeseen circumstance arising during the day where a teacher is required to **perform** the duties of another teacher,
- 3.07. Letter of Permission: **Letter** of Permission is **granted** by the Ministry of Education to a Board authorizing the Board to employ as a teacher a **person** not qualified as such if the Ministry of Education 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 Ministry of Education may specify therein.
- 3.08. 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.
- 3.09. Occasional Teacher: Occasional Teacher is a **teacher** employed by the board to teach as a substitute for any 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,
- 3.09.a. if an **occasional** 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 semester in which the death occurred;
- 3.09.b. if an occasional 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.
- 3.10. Part-Time Teacher: Part-time teacher means a teacher employed by the Board on a regular **basis** for other than full-time duty.
- 3.11. **Party:** Party **means** the Bargaining Unit or the Board.
- 3.12. Probationary Period: Newly hired teachers will **be probationary** for a period of one (1) complete semester of worked time. The newly hired teachers will be notified **in** writing of the **end** date of their probationary period when they sign their new hire paperwork.
- 3.13. Section: A "section" shall mean a teaching assignment that provide 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 multigrade class** assigned for the minimum of 110 hours of instruction will constitute **one** section.

- 3.14. **School Year:** School Year means the **period** prescribed **as such by**, or approved **as such under the** Education Act and Regulations. The **school board** shall **comply with the Education Act's stated requirements for professional activity days** and examination **days as** outlined in the Education Act and Regulations during the school year.
- 3.15. **Strike:** Strike shall have the meaning applied to it as defined in the *Ontario Labour Relations Act*, the *Education Act* and other relevant legislation.
- 3.16. **Teacher:** A Teacher means a member in **good** standing with the Ontario College of Teachers, **as defined in the Education Act**,
- 3.16.a. who **holds** a valid certificate of qualification **as** a teacher in Ontario, or
- 3.16.b. who holds an **Interim Certificate of Qualification granted by the Ontario College of Teachers, or**
- 3.16.c. In **respect of whom** the Ministry of Education **has granted** a Letter of Permission **under the Education Act**, and who is **employed by a Board as a Teacher**.
- 3.17. **Teacher Replacement Duty:** 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 teacher replacement **duty is required and assigned by** the principal or vice-principal.

RIGHTS AND RESPONSIBILITIES

ARTICLE 4: RECOGNITION

- 4.01. **The terms** Union and Bargaining **Unit within this document shall be considered to be synonymous.**
- 4.02. 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.**
- 4.03. **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.**
- 4.04. 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 5.03.**

- 4.05. 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.
- 4.06. ~~The Board~~ agrees to advise new ~~teachers~~ ~~at~~ time of first hire that a collective agreement is ~~in~~ effect.

ARTICLE 5: BOARD'S RESPONSIBILITIES AND STATUTORY RIGHTS OF PARTIES

- 5.01. The right to manage and conduct ~~the~~ business of the Board resides with the Board and its administration ~~except~~ to the ~~extent~~ specifically modified by a provision of this Agreement.
- 5.02. Notification to teachers regarding hiring, promotion, demotion, transfer, discipline, resignation, retirement and termination shall be in writing.
- 5.03. **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.
- 5.03.a. Prior to the imposition of any demotion, dismissal, or discipline, there shall be a meeting held between ~~the teacher~~, the Board ~~representative~~ and an OSSTF Officer, as determined by the local Bargaining Unit President, to discuss the matter.
- 5.03.b. Prior to any meeting in which the conduct of the member is in question, the administrator shall inform the member that ~~they~~ have the right to union representation.
- 5.03.c. Principals as instructional leaders provide on-going informal coaching **and mentoring** to teachers regarding effective instructional practice. When in the opinion of the Principal the teacher's performance requires formal evaluation the Teacher Performance Appraisal process shall be initiated.
- 5.03.c.i. ~~Principals~~ recognize the right of **any member** to have representation during these discussions.
- 5.04. 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.
- 5.05. The Board agrees to exercise its ~~rights~~ in accordance with the employment-related Acts and Regulations of Ontario.

ARTICLE 6: GRIEVANCE PROCEDURE

6.01. 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. The parties agree that they will endeavour to resolve **disputes** at the earliest step in the grievance procedure. It is understood that, by mutual agreement, the parties may resolve grievances at any point in the procedure.

6.02. Definitions

6.02.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.

6.02.b. "**days**" shall mean school days.

6.03. Types of Grievances

6.03.a. Individual grievance: a grievance relating to a particular **teacher**, launched by the Bargaining Unit on behalf of that teacher. The relief sought in the grievance shall relate to that person only.

6.03.b. Group grievance: a grievance relating to a listed group of teachers under a common supervisor, launched by the Bargaining Unit on behalf of those teachers. The relief sought in the grievance shall **relate** only to those **listed teachers**.

6.03.c. Policy grievance: a grievance **filed by the Board** or **the Union based on a dispute arising** out of the application, administration, interpretation or alleged violation of this collective agreement which could not be grieved as either an individual or a group grievance.

6.04. Procedure

6.04.a. **A policy grievance shall be filed by the Bargaining Unit or the Board at Step Three.**

6.04.b. Upon written mutual consent, either party may refer **a grievance directly** to arbitration.

6.04.c. **Where a teacher's** employment has been terminated by the Board, the Union may file a grievance. Such grievance shall be filed at Step Four within ten (10) days of written notification of the termination.

6.05. Informal Stage

- 6.05.a. Any dispute, to be recognized as a grievance, must first be discussed with the Teacher's appropriate **supervisor by** the Teacher, or a Bargaining Unit Representative, **within** fifteen (15) school days of the Teacher becoming aware of ~~the~~ circumstances giving rise to ~~the~~ complaint. **The Teacher or Bargaining Unit Representative** will explicitly advise Management when discussing a dispute that they are attempting to resolve it at the informal stage prior to filing a grievance. If the Teacher and/or Bargaining Unit Representative is/are unable to resolve the ~~dispute~~ by such informal discussion, the Teacher or Bargaining Unit Representative will request and receive a response in writing from the Teacher's appropriate supervisor within five (5) school **days and** the Union may file a formal grievance at **Step One**.
- 6.05.b. ~~The Teacher's supervisor will be~~ notified in advance of this discussion if both ~~the~~ Teacher and the Bargaining Unit Representative will be participating ~~so~~ that they may arrange to have another administrator present.

6.06. Step One

- 6.06.a. If the Grievance is not settled on the basis of the informal discussion, the Union shall submit ~~the~~ formal grievance notice in writing ~~to~~ the Manager, Human Resource Services, or designate, within ten (10) **school days of** receipt of the ~~response~~ from the Informal Stage. The Manager, Human **Resource Services** will not accept grievances at Step One that have not **been** attempted to **be resolved through** the informal **stage** of the grievance procedure as evidenced by a copy of the written response to the informal stage accompanying the Step One grievance **submission** by the Union. The formal grievance notice shall contain the complete grievance, list all the clauses alleged to **have** been violated by specific number, the settlement **requested**. Within ten (10) school days of receipt of the grievance a meeting will be held with Union **representative(s)**, the Manager, Human Resource Services, or designate, the Principal or other **supervisor** of the Teacher, as appropriate. The Manager, Human Resource Services shall respond to the grievance in writing within five (5) school days of the meeting.

6.07. Step Two

- 6.07.a. If no settlement is reached, the Union may file the grievance **in** writing to ~~the~~ Superintendent of Human Resource Services **within** (10) school days from the response ~~of~~ the Manager, Within ten (10) school days of receipt of the grievance, a meeting will be held with the Superintendent of Human Resource Services, or designated supervisory officer, the appropriate **Superintendent of Education**, or designated supervisory officer, and up to three (3) members of the Union. The Superintendent, or supervisory officer, shall provide a written response within five (5) school days of **the meeting being held**.

6.08. Step Three

- 6.08.a. If no settlement is reached, the Union may file the grievance in **writing** to the **Director of Education** **within ten (10) school days** from the **response** from the Superintendent. **Within ten (10) school days of receipt of the grievance, a meeting will be held with the Director of Education or Associate Director as designated, up to three (3) additional management representatives, one (1) or two (2) trustee(s) in matters of group or policy grievances and up to four (4) members of the Union.** The Director, or **Associate Director as designated**, shall provide a written response within ten (10) school days of the meeting being held.

6.09. Step Four

- 6.09.a. If no settlement is reached at Step Three, the Union, or the Board, may notify the Director of Education and the Superintendent of **Human Resource Services**, or the Union, in writing, within ten (10) school days of receipt of the response, of their intention to submit the grievance to arbitration. Either party may **also submit** a grievance to expedited arbitration under section 49 of the Labour Relations Act. The grievance **shall be submitted to a mutually agreed upon single Arbitrator.** **Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.**
- 6.09.b. Upon written **request of either Party, the grievance shall be submitted to a Board of Arbitration.** The written request shall contain the name of the first Party's appointee to an **Arbitration Board.** **The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the Arbitration Board.**
- 6.09.c. **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.**
- 6.09.d. **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.**
- 6.09.e. Once **Step 1, Step 2 and Step 3** 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.**

- 6.10. 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.
- 6.11. The decision of the majority ~~is~~ the decision of the arbitration board, but if there is no majority, the ~~decision of~~ the chair governs.
- 6.12. 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.~~
- 6.13. Each party shall bear, at its own expense, the cost of counsel or advisors at each step of the grievance procedure.
- 6.14. The parties mutually agree that the single arbitrator ~~or~~ the chairperson of the arbitration board, **as the case may be, has the authority to compel witnesses to attend and give evidence.**
- 6.15. All time limits fixed herein for the grievance procedure may be extended **only** upon the **written** consent of the parties.

ARTICLE 7: HEALTH AND SAFETY

- 7.01. The Board recognizes its obligations to provide a safe and healthy environment for employees and **to** carry out all duties and obligations under the **Occupational Health and Safety Act** and its accompanying Regulations.

ARTICLE 8: RETURN TO WORK/MEDICAL ACCOMMODATION

- 8.01. The Board recognizes that the employee has the right ~~to~~ Union Representation at return to work/employment accommodation meetings.

ARTICLE 9: ACTING ADMINISTRATION

- 9.01. Administrators may from time to time request the assistance of interested bargaining unit members. At no **time shall** a bargaining unit member have full responsibilities for the **daily** operation of the school. Teachers who agree to assist administration will not be responsible for student discipline beyond that which is required of Teachers in the Education Act.

ARTICLE 10: STRIKE OR LOCKOUT

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

ARTICLE 11: RESIGNATION OR RETIREMENT

11.01. 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.

11.02. Teachers shall endeavour to notify the Board by April 1st of their intention to retire effective June 30th in any school year.

11.03. Nothing herein prevents an employee and the Employer from mutually agreeing to the employee's resignation at any time.

SALARY

ARTICLE 12: PLACEMENT ON SALARY SCALE

12.01. The placement of OSSTF District 17 teachers in their respective Groups shall be determined in accordance with the current Certification Plan of OSSTF. These Certification Rating Statements are the only statements acceptable for verification of placement.

12.01.a. Category determination:

- | | |
|----------------------|--------------|
| 12.01.a.i. Group 1 | Category IV |
| 12.01.a.ii. Group 2 | Category V |
| 12.01.a.iii. Group 3 | Category VI |
| 12.01.a.iv. Group 4 | Category VII |

12.02. 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 Human Resource Services Department,

12.03. 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.

12.04. 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.

- 12.05. A **teacher's** position on the appropriate 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**), or a continuing education teacher with an **Ontario 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**.
- 12.06. 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.
- 12.07. A part-time teacher shall **have access to** all **provisions** negotiated **in this agreement on** a pro-rata basis except where **specifically stated otherwise**,
- 12.08. **Salary Adjustments**
- 12.08.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.
- 12.08.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**.
- 12.08.c. If a copy of the application for such **change** in category is **submitted** to the Human Resource Services Department, Education Centre after the 30th day of **November**, then the adjustment will be made **effective the 1st day** of January following.
- 12.08.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 Human **Resource Services** Department on or **before** June 30th of the school year.
- 12.08.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 Human **Resource Services** Department on or **before** June 30th of the school year.
- 12.08.f. **All requests for a salary adjustment, as a result of a category change, will be made by** on-line application supplied by the Board.

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

12.10. 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.

ARTICLE 13: CONTRACT TEACHERS' BASIC SALARY SCHEDULE

13.01. Effective September 1, 2008, the salary schedule is as follows:

Year	Group 1 A1	Group 2	Group 3	Group 4
0	\$42,685	\$44,303	\$48,287	\$50,799
1	\$44,755	\$46,684	\$51,040	\$53,813
2	\$46,605	\$48,731	\$53,461	\$56,496
3	\$49,122	\$51,443	\$56,545	\$59,841
4	\$51,637	\$54,156	\$59,630	\$63,187
5	\$54,177	\$56,868	\$62,715	\$66,533
6	\$56,666	\$59,581	\$65,801	\$69,881
7	\$59,183	\$62,294	\$68,885	\$73,227
8	\$61,698	\$65,007	\$71,970	\$76,573
9	\$64,215	\$67,718	\$75,055	\$79,920
10	\$66,731	\$70,431	\$78,140	\$83,264
11	\$69,247	\$73,145	\$81,226	\$86,613

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$43,966	\$45,632	\$49,736	\$52,323
1	\$46,098	\$48,085	\$52,571	\$55,427
2	\$48,003	\$50,193	\$55,065	\$58,191
3	\$50,596	\$52,986	\$58,241	\$61,636
4	\$53,186	\$55,781	\$61,419	\$65,083
5	\$55,802	\$58,574	\$64,596	\$68,529
6	\$58,366	\$61,368	\$67,775	\$71,977
7	\$60,958	\$64,163	\$70,952	\$75,424
8	\$63,549	\$66,957	\$74,129	\$78,870
9	\$66,141	\$69,750	\$77,307	\$82,318
10	\$68,733	\$72,544	\$80,484	\$85,762
11	\$71,324	\$75,339	\$83,663	\$89,211

13.03. Effective **September 1, 2010**, the salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$45,285	\$47,001	\$51,228	\$53,893
1	\$47,481	\$49,528	\$54,148	\$57,090
2	\$49,443	\$51,699	\$56,717	\$59,937
3	\$52,114	\$54,576	\$59,988	\$63,485
4	\$54,782	\$57,454	\$63,262	\$67,035
5	\$57,476	\$60,331	\$66,534	\$70,585
6	\$60,117	\$63,209	\$69,808	\$74,136
7	\$62,787	\$66,088	\$73,081	\$77,687
8	\$65,455	\$68,966	\$76,353	\$81,236
9	\$68,125	\$71,843	\$79,626	\$84,788
10	\$70,795	\$74,720	\$82,899	\$88,335
11	\$73,464	\$77,599	\$86,173	\$91,887

13.04. Effective **September 1, 2011**, the salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$46,644	\$48,411	\$52,765	\$55,510
1	\$48,905	\$51,014	\$55,772	\$58,803
2	\$50,926	\$53,250	\$58,419	\$61,735
3	\$53,677	\$56,213	\$61,788	\$65,390
4	\$56,425	\$59,178	\$65,160	\$69,046
5	\$59,200	\$62,141	\$68,530	\$72,703
6	\$61,921	\$65,105	\$71,902	\$76,360
7	\$64,671	\$68,071	\$75,273	\$80,018
8	\$67,419	\$71,035	\$78,644	\$83,673
9	\$70,169	\$73,998	\$82,015	\$87,332
10	\$72,919	\$76,962	\$85,386	\$90,985
11	\$75,668	\$79,927	\$88,758	\$94,644

ARTICLE 14: ALLOWANCES

14.01. Consultants Allowance

- 14.01.a. **Effective September 1, 2008**, the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$6,766.
- 14.01.b. **Effective September 1, 2009**, the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$6,969.
- 14.01.c. **Effective September 1, 2010**, the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$7,178.

14.01.d. Effective September 1, 2011, the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be **\$7,393**.

14.02. Extra Degree Allowance

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

14.02.a.i. **Effective September 1, 2008**, the Extra Degree Allowance paid in addition to the contract teachers' basic salary schedule **and** other allowances shall be **\$1,258**.

14.02.a.ii. Effective September 1, **2009** the Extra Degree Allowance paid in addition to the contract teachers' basic **salary schedule and other allowances** shall be **\$1,295**.

14.02.a.iii. Effective September 1, **2010** the Extra Degree Allowance paid in addition to the contract teachers' basic salary schedule **and other allowances** shall be **\$1,334**.

14.02.a.iv. Effective September 1, **2011** the Extra Degree Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be **\$1,374**.

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

14.03. Related Trade or Professional Experience Allowance

14.03.a. 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.

14.03.a.i. September 1, 2008 \$1397

14.03.a.ii. September 1, 2009 \$1439

14.03.a.iii. September 1, 2010 \$1482

14.03.a.iv. September 1, 2011 \$1526

14.03.b. **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.

14.03.b.i. September **1** 2008 \$1397

14.03.b.ii. September 1, 2009 \$1439

14.03.b.iii. September 1, 2010 \$1482

14.03.b.iv. September 1, 2011 \$1526

14.03.c. 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.

14.04. Time in Lieu

14.04.a. 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 **non-teaching 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**:

14.04.a.i. the time in lieu will be determined, in advance, by the **mutual agreement** between the teacher and the principal,

14.04.a.ii. lieu time may be taken before or after statutory, board and other holidays,

14.04.a.iii. under no **circumstances** can **the time** in lieu exceed **5** days,

14.04.a.iv. this time in lieu shall be at **no** cost to **the** Board.

ARTICLE 15: POSITIONS OF RESPONSIBILITY

15.01. Department Positions – Definitions

15.01.a. ‘Department Chair’ – a teacher holding a Specialist or **Honours** Specialist in at **least one** of the **subjects** taught within the department and appointed to **perform** the duties in this Article.

15.01.b. ‘Assistant Department Chair’ – a teacher **holding** a Specialist or Honours Specialist in at least one of the subjects taught within **the** department appointed to **assist** the Department Chair when **the** number of sections within a **department** is **equal** to **or exceeds** **50**,

15.01.c. Library Chair – will support school-wide literacy **initiatives**.

15.01.d. ‘Temporary Department Chair’ – a teacher holding a department position that was made to fill a vacancy which is created and will continue for the **term** of the position or the duration of the vacancy, whichever is less.

15.01.e. ‘Acting Department Chair’ – a teacher holding a **department** position who has been **appointed** by **the** Board to carry out the **duties of** the position but is not qualified as **defined in 15.01** (a) and (b) above.

15.01.f. ‘Student **Activities** Coordinator’ – a teacher appointed to **coordinate** Student Activities.

15.02. Positions Structure

15.02.a. A department position 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 Human Resource Services or designate.

15.02.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 department position, **then two** positions may be held **by one teacher on the** recommendation of the principal and the approval of the Superintendent of Human Resource Services or designate. One of the positions will be held as a temporary appointment.

15.02.c. In schools **where** the following programs are offered, there will be Department Chair positions **for:**

- 15.02.c.i. The Arts
- 15.02.c.ii. Business
- 15.02.c.iii. Canadian and World Studies
- 15.02.c.iv. Co-operative Education and Other Forms of Experiential Learning
- 15.02.c.v. **English**
- 15.02.c.vi. Guidance **and** Career Education
- 15.02.c.vii. Health and Physical Education
- 15.02.c.viii. Library
- 15.02.c.ix. Mathematics
- 15.02.c.x. French, Native, Classical and International Languages
- 15.02.c.xi. **Science**
- 15.02.c.xii. Social Science and the Humanities
- 15.02.c.xiii. Special Education
- 15.02.c.xiv. **Technology**

15.02.d. In schools where the ADE is less than 750, Canadian and World Studies and Social Sciences **and** the Humanities **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.

15.03. Duties of Chairs

15.03.a. Department Chairs will assist the Principal, for example, in the following ways:

15.03.a.i. mentoring/coaching

15.03.a.i.1. supporting members for the improvement of their professional practice. This could include but not be limited to providing **input** to the **teacher(s)** on;

- 15.03.a.i.1.1. instructional practices
- 15.03.a.i.1.2. assessment, evaluation and reporting practices
- 15.03.a.i.1.3. effective classroom management techniques
- 15.03.a.i.1.4. future opportunities for and on, on-going professional development
- 15.03.a.i.1.5. other needs as identified by the member(s)

15.03.a.ii. department/school organization

15.03.a.ii.1. Assist in the development and implementation of the school improvement plan and **Board goals**.

- 15.03.a.ii.2. providing input regarding selection criteria for the hiring of new staff
- 15.03.a.ii.3. providing when requested sample interview questions
- 15.03.a.ii.4. provide preliminary assignments and timetable allotments to the Principal for the teaching staff of the department(s) after having consulted with the teachers within the department(s).
- 15.03.a.ii.5. providing **input** in the allocation of the school basic budget
- 15.03.a.ii.6. coordinate the department budget.
- 15.03.a.ii.7. purchasing and/or organizing **the** purchasing of materials necessary for **the** department
- 15.03.a.ii.8. filing with the Principal up-to-date copies of the course outlines distributed by the teachers of the department(s) **or** program when requested by the Principal
- 15.03.a.ii.9. coordinate the replacement of department equipment which **is** not in working order.
- 15.03.a.ii.10. participating in monthly department chair meetings at the worksite and communicate information from department chairs meetings to members of the department.
- 15.03.a.ii.11. maintaining close cooperation with the school community,
- 15.03.a.ii.12. assembling information that the Principal may be required to provide under the Education Act and other relevant legislation.

15.03.a.iii. system responsibilities

- 15.03.a.iii.1. participating in semi-annual department chairs meetings with department chairs from other worksites
- 15.03.a.iii.2. communicating information from board wide department chair meetings to members of the department

15.04. Chair Allowances

15.04.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. A **section** shall have the meaning as defined in the definitions article.

15.05. Department Chair Positions with Credit Bearing Sections Only (i.e. **The Arts, Business, Canadian and World Studies, Cooperative Education and Other Forms of Experiential Learning, English, Health and Physical Education, Mathematics, French, Native, Classical and International Languages, Social Sciences and **the** Humanities, Science and Technology)**

15.05.a. Base Amount	\$900
15.05.b. For each section up to 50 a minimum of	\$40
15.05.c. For each section over 50	\$20

15.06. Assistant Department Chair Positions with Credit Bearing Sections Only:

15.06.a. Base Amount	\$600
15.06.b. For each section over 50	\$20

- 15.07. Guidance Chair Positions
- | | | |
|---|-------|------|
| 15.07.a. Base amount | \$900 | |
| 15.07.b. For every 33 ADE students | \$40 | |
| 15.07.c. For each guidance credit section and credit recovery section | | \$20 |
- 15.08. Special Education Chair Positions:
- | | | |
|---|-------|--|
| 15.08.a. Base Amount | \$900 | |
| 15.08.b. For every 66 ADE students | \$40 | |
| 15.08.c. For each section of learning strategies, life skills and secondary learning centres (i.e. K courses) section | \$20 | |
- 15.09. Student Activities Coordinator
- | | | |
|-------------------------------------|-------|--|
| 15.09.a. Base Amount: | \$600 | |
| 15.09.b. For every 150 ADE students | \$40 | |
- 15.10. Library Chair Positions:
- | | | |
|------------------------------------|-------|--|
| 15.10.a. Base amount | \$900 | |
| 15.10.b. For every 88 ADE students | \$40 | |
- 15.11. Student Services Chair Positions (in schools under 750 ADE) will combine guidance and cooperative education and other forms of experiential learning
- | | | |
|---|-------|------|
| 15.11.a. Base Amount | \$900 | |
| 15.11.b. For every 38 ADE students | \$40 | |
| 15.11.c. For each cooperative education section | \$40 | |
| 15.11.d. For each guidance credit section and credit recovery section | | \$20 |
- 15.12. Position Allowances will be calculated using actual enrolment data and section counts as at October 31st and March 31st in each school year. Adjustments to allowances shall be made subsequent to March 31st.
- 15.13. The total allowances and related insured and statutory benefit costs, including allowances paid to temporary 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 this article 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 Heads revenues.
- 15.14. Term of Appointment
- 15.14.a. Chairs and Coordinator positions shall be posted on a rotating five (5) year schedule in June prior to the school year in which the term begins:
- | |
|---|
| 15.14.a.i. Group A to be posted in June 2010; |
| 15.14.a.ii. Group B to be posted in June 2011; |
| 15.14.a.iii. Group C to be posted in June 2012; |
| 15.14.a.iv. Group D to be posted in June 2013; |
| 15.14.a.v. Group E to be posted in June 2009. |

- 15.14.b. **Group A** includes Mathematics and Library;
 - 15.14.c. **Group B** includes Health and Physical Education and Student Activities;
 - 15.14.d. **Group C** includes Business, English, French, Native, Classical and International Languages, **and** Special Education;
 - 15.14.e. **Group D** includes Arts, Technology and Science;
 - 15.14.f. **Group E** includes Canadian and World Studies, Social Science and the Humanities, Cooperative Education and Other Forms of Experiential Learning, Guidance and Career Education.
- 15.15. All successive terms shall be **for** five **(5)** years, rotating in order by Group **as** set out above.
- 15.16. Terms **are renewable and** there shall **be** no limit to the number of renewable **terms**.
- 15.17. **The term** appointment for an Assistant Department Chair shall be the same as the conditions referenced in this article provided that the number of sections within a **department is equal to or exceeds fifty (50)**.
- 15.17.a. Notwithstanding, **should the** number of sections in a **department** in **any** year be less than forty-five (45), the appointment of an existing Assistant Department Chair shall be terminated on September 1st of the following school year.
- 15.18. **Temporary Positions of Responsibility**
- 15.18.a. A department **position** which becomes vacant during the school year will remain vacant for no more than 30 days and will then be filled on a temporary **basis**.
 - 15.18.b. **Temporary** appointments shall be made **to fill** a **vacancy** which is created and will continue for the term of the position or **the** duration of the vacancy, whichever is less.
 - 15.18.c. The **allowance** for a temporary position of responsibility shall be the **same** as the allowances defined in this article.
- 15.19. **Acting Positions of Responsibility**
- 15.19.a. All acting appointments shall remain until **the end** of the current school year. The position will then **be** posted and if there are no qualified applicants the **current** acting incumbent **appointment** will be renewed. In the event that there are qualified applicants, an interview and selection process **will** occur.
 - 15.19.b. The allowance for **an** acting position of responsibility shall **be** the **same** as the allowances defined in **this** article.
- 15.20. **Any new** teaching positions created in a school shall **be** aligned with Ministry curriculum documents where appropriate. In all other cases the Board will consult with OSSTF prior to assignment of the teaching position.

ARTICLE 16: CALCULATION AND DATES OF SALARY PAYMENTS

16.01. Dates of Salary Payments

- 16.01.a. 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.**
- 16.01.b. 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.**
- 16.02. 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.**
- 16.03. 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 17.01, but the final payments on the schedule shall be recalculated in accordance with Article 17.02.**
- 16.04. Teachers participating in a Deferred Salary Leave of Absence shall have salary payments made in accordance with the Deferred Salary Leave of Absence Plan article.**
- 16.05. The full amount of salary paid to a teacher teaching in only one semester will be paid to the teacher during the semester taught.**
- 16.06. Part-time teachers who teach all year shall be paid on the basis of their workload each semester.**
- 16.07. Full-time teachers shall have their salary annualized.**
- 16.08. 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.**
- 16.09. 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.**
- 16.10. 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.**

- 16.11. 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 Human Resource Services within the greater of 3 months or the end of the Board's fiscal year, informing the Superintendent of Human Resource Services where the adjustment can be forwarded.

BENEFITS

ARTICLE 17: EMPLOYEE BENEFITS PLAN

- 17.01. The obligation of the Employer is to co-operate with the Bargaining Unit or its agent in arranging to pay the stated share of the premiums.
- 17.02. OSSTF District 17 agrees to indemnify the Board and save it harmless from any loss, costs or damages than may result from claims against the Board arising from such deductions and payment under the employee benefits plans, including but not limited to amount of payment or any denial of claim by the insurer.
- 17.03. 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,
- 17.04. Notwithstanding the above, the Board agrees to the following administrative functions:
- 17.04.a. register members.
 - 17.04.b. deduct premiums.
 - 17.04.c. maintain LTD, life, extended health and dental plan enrolment records including dependent information necessary to the administration of the benefit plans in a style, which can be transferred to the Bargaining Unit or its agent Ontario Teachers Insurance Plan on a weekly basis.
 - 17.04.d. allow the Bargaining Unit or its agent Ontario Teachers Insurance Plan to audit LTD, life, extended health and dental plan original enrolment information to verify the accuracy of board electronic records.
- 17.05. Change of Benefit Plans and/or Premium Rates
- 17.05.a. 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 one (1) month prior to any premium changes. The Board assumes no responsibility or liability for the establishment or communication of rate changes to employees.

17.06. Board Contributions to Benefit Plans

- 17.06.a. Any full time contract teacher shall be eligible to be a member of the benefit plan.**
- 17.06.b. Any contract teacher working less than full time shall be eligible to be a member of the benefits plan provided the member pays a prorated amount of the premium cost subject to the approval of the agent.**
- 17.06.c. Any member on unpaid leaves of absence shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums subject to the approval of the agent.**
- 17.06.d. Any member on deferred salary leaves of absence shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums subject to the approval of the agent.**
- 17.06.e. Any member on the Teacher Recall List shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums subject to the approval of the agent.**
- 17.06.f. Any member on long-term disability shall be eligible to be a member of the benefits plan for up to two (2) years.**

17.07. Effective September 1, 2008 the Board agrees to contribute a one time payment of \$326,846.47 to the Extended Health and Dental Insurance Plan.

17.08. Extended Health Insurance

- 17.08.a. Effective September 1, 2008 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$191.27 per month towards the cost of family coverage or \$92.89 per month towards the cost of single coverage.**
- 17.08.b. Effective January 1, 2009 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$198.35 per month towards the cost of family coverage or \$96.33 per month towards the cost of single coverage.**
- 17.08.c. Effective January 1, 2010 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$204.30 per month towards the cost of family coverage or \$99.22 per month towards the cost of single coverage.**
- 17.08.d. Effective January 1, 2011 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$210.43 per month towards the cost of family coverage or \$102.20 per month towards the cost of single coverage.**

17.08.e. Effective January 1, 2012 the Board agrees to contribute for full-time employees enrolled in a **Group** Extended Health Plan as determined by the Union, \$216.74 per month towards the cost of **family coverage** or \$105.27 per month towards the cost of **single coverage**.

17.09. Group Life Insurance Plan and Accidental Death and Dismemberment Insurance

17.09.a. 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.

17.10. Long-Term Disability Plan

17.10.a. 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.

17.10.b. Every newly hired teacher shall be enrolled in the Union's Long Term Disability Plan and shall remain in the Plan until such time their 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 after completion of the red declination card. A red declination card initialed as to the coverage being declined, properly completed, signed by **the employee**, the Union's **Chief** Negotiator 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.

17.11. Dental Insurance Plan

17.11.a. Effective September 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**.

17.11.b. **Effective** January 1, 2009, 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 \$114.74 per month towards the cost of family **coverage** or \$44.75 **per** month towards **the** cost of single coverage.

17.11.c. Effective January 1, 2010, **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 \$118.18 per month towards the cost of family **coverage** or \$46.09 **per** month towards the cost of single coverage.

- 17.11.d. **Effective January 1, 2011, 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 **\$121.72 per month towards** the cost of family coverage or **\$47.47 per month towards the cast** of single coverage.
- 17.11.e. Effective January 1, 2012, 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 **\$125.37 per month towards the cost of** family coverage or **\$48.89 per month towards** the cost of single coverage.
- 17.12. Effective September 1, 2010 and September 1, 2011, the Board **agrees** to contribute a one-time payment in each year for **the amount of** \$214, 952 for benefits enhancements. This amount is subject to confirmation from the Ministry of Education upon submission of the Board's approved 2008-09 financial statements. Should an adjustment be required, **the** Board will re-calculate the amount and provide any increase to OSSTF. OSSTF will reimburse the Board for **any shortfall**.
- 17.13. Insured Benefit **Plans** as a Condition of Employment and Opting Out
- 17.13.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.
- 17.13.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 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.
- 17.14. The contributions defined in this article include the Ontario Sales Tax.

ARTICLE 18: ACCUMULATED SICK LEAVE CREDITS

- 18.01. All full-time teachers shall be included in the plan.
- 18.02. 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**.
- 18.03. Sick Leave Credits will be deducted on a pro-rata basis **for** time missed due to absence as follows:
- | | | |
|----------|-----------|---------------------------------|
| 18.03.a. | 1 period | 0.333 sick leave credits |
| 18.03.b. | 2 periods | 0.666 sick leave credits |
| 18.03.c. | 3 periods | 1.000 sick leave credits |

- 18.04. A teacher transferring from another Canadian Board of Education or Provincially / Federally funded teaching position will be credited with the number of days of accumulated sick leave credits with which the employee had been credited by the previous Canadian board of Education or Provincially / Federally funded teaching position providing no gratuity has been paid in respect of these credits and subject to the limitation set out in the Education Act.
- 18.05. 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.
- 18.06. 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.
- 18.07. A teacher who has accumulated the maximum two hundred (200) days sick leave may, 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.
- 18.08. In calculating the accumulative sick leave credit for a partial year of employment, full months of employment only will be used.
- 18.09. 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:
- 18.09.a. twenty (20) days sick leave for current school year.
- 18.09.b. accumulated sick leave credits as of August 31, of the preceding school year.
- 18.10. 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.
- 18.11. 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.
- 18.12. A statement of accumulative sick leave credit balance shall be shown on each employee's electronic pay statement on the payroll portal.

- 18.13. 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.
- 18.14. 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.
- 18.15. Members returning to work from expired sick leave will receive a pro-rated complement of sick leave which can only be used for absence for the portion of time they are working.
- 18.16. Members continuing to work following expiration of sick leave will receive a pro-rated complement of sick leave credits the following September which can only be used for absence for the portion of time they are working.

ARTICLE 19: RETIREMENT GRATUITY

19.01. 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:

19.01.a. death,

19.01.b. permanent disability as defined by the Teachers' Pension Plan,

19.01.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,

19.01.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.

19.02. 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

19.02.a. all subject to the following conditions:

- 19.02.a.i. 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.
- 19.02.a.ii. For a teacher who has **reduced** the **terms** of employment, any sick leave credits that have been segregated, as per the Accumulated Sick Leave Credits article, will be reinstated for the purpose of calculating the Retirement Gratuity in accordance with Section 158 1(b) of the Education Act.
- 19.02.a.iii. 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.
- 19.02.a.iv. 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.

ARTICLE 20: PROFESSIONAL DEVELOPMENT AND FUNDS

- 20.01. **Professional** Development shall be voluntary and self-directed except for scheduled professional development during the agreed upon professional activity days.
- 20.02. The Board agrees to provide the following allocation of funds for the professional development ~~of its~~ staff:

20.02.a. Teachers	\$87.00 per FTE Teacher
20.02.b. County P.D.	\$33.00 per FTE Teacher
- 20.03. The teacher PD allocation is intended to be used within twelve (12) months ~~from~~ the time ~~of~~ allocation. **Unused** allocation after **12 months** will be **forwarded** into the following years PO fund budget line ~~but~~ won't exceed **200%** of a given years allocation. Any amount in *excess* ~~of~~ **200%** will be returned to the Board.
- 20.04. **Funds allocated** in this article **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.
- 20.05. 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) per course, for **courses** assigned by the Director, or designate,
- 20.06. All courses for which payment will be claimed must be approved in ~~advance~~ **by** the Director, or ~~designate~~.
- 20.07. The **Board** is committed to advising members, in advance, **whether** or **not** their participation in scheduled meetings will include mileage reimbursement.

ARTICLE 21: SUPPLEMENTAL EMPLOYMENT BENEFIT3 (SEB) PLAN

- 21.01. The object of this SEB Plan is to supplement the Employment Insurance (E.I.) benefits received by teachers from Service Canada for temporary unemployment caused by pregnancy, parental or family medical leave.**
- 21.02. Only teachers granted a pregnancy, parental or family medical leave are covered by this Plan.**
- 21.03. The other requirements for receipt of a SEB are:**
- 21.03.a. The teacher must be eligible to receive E.I. from Service Canada. 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 leave;**
 - 21.03.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 Service Canada;**
 - 21.03.c. the teacher shall sign an agreement with the Board indicating:**
 - 21.03.c.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, parental or family medical leave (and any subsequent additional leave granted by the Board under this Agreement) and;**
 - 21.03.c.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.**
- 21.04. A teacher must have applied for E.I. benefits before a SEB becomes payable.**
- 21.05. 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.**
- 21.06. 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.**
- 21.07. 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 one-hundred percent (100%) of the teacher's normal weekly earnings consistent with the Service Canada.**
- 21.08. The two (2) week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable.**

WORKING CONDITIONS

ARTICLE 22: WORKING CONDITIONS

- 22.01. Each full-time **teacher** will be **assigned core responsibility** for **six (6)** seventy-five (75) minute periods.
- 22.02. No full-time teacher shall be assigned more than three (3) **seventy-five (75)** minute periods in each semester.
- 22.03. In addition to the **six (6)** seventy-five (75) minute-periods per school year, all teachers will be assigned Additional Professional Assignments (APAs). **APAs** will include a combination of teacher replacement duty and student supervision.
- 22.04. Student mentorship and/or Teacher mentorship will be **self-directed** by the teacher to maximize the expertise of teachers in support of student learning.
- 22.05. **Far the 2008-2009** school year, each full-time teacher will be responsible for a **maximum of fifty two (52) half periods of APAs per year**, based on seventy-five (75) minute periods.
- 22.06. For the **2009-2012** school years, **each** full-time teacher will be responsible for a maximum of fifty (50) **half periods of APAs per year**, based on seventy-five (75) minute periods.
- 22.07. Prior to the commencement of each semester, the principal, in consultation with the In-School Staffing Committee shall determine the school needs for APAs, 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.
- 22.07.a. Weekly supervision schedules shall be distributed to members **prior to the end** of the final school day of the previous school week,
- 22.07.b. Supervision schedules for the first week of a school year shall be distributed to the members by the first day of school.
- 22.08. Notwithstanding the above, **off-site** teachers including but not limited to Alternative Learning Program Teachers **may be** assigned additional professional assignments in the form of **student mentoring**.
- 22.09. No teacher shall be assigned the equivalent of more than five (5) **APAs per week**, as determined by the In-School Staffing Committee.

22.10. Except in the event of an emergency, a teacher who is assigned supervision shall not be assigned teacher replacement duty in the same day. A maximum of two (2) emergency teacher replacement duties may be performed by each member per year. The emergency teacher replacement duties shall count toward the maximum number of APAs stated in this article.

22.11. All part-time teachers will have their duties and pay pro-rated to a full-time classroom teaching assignment as follows:

- 22.11.a. 1 period 0.1667
- 22.11.b. 2 periods 0.3333
- 22.11.c. 3 periods 0.5000
- 22.11.d. 4 periods 0.6667
- 22.11.e. 5 periods 0.8333
- 22.11.f. 6 periods 1.0000

22.12. **Effective September 1, 2008, 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)
25 Applied (P)	33 University/College (M)
26 Open (O) (include Computer and Information Technology)	25 Workplace (E)
22 Broad Based Technology Courses	28 Open (O) (include Computer & Information Technology)
24 Food & Nutrition/Visual Arts, and Grade 10 Communication Technology	26 Family Studies (Lab based Courses, Sewing/Foods)
18 At-risk Coop	28 Visual Arts
20 Applied (Supported)	25 Coop & Other Forms of Experiential Learning
16 GLS/GLE; Locally Developed	24 Technology (except Information Technology)
	18 GLS/GLE

Grade 9, 10, 11 & 12
22 Alternative Learning Programs
18 Credit Recovery Classes

22.13. Effective September 1, 2009, 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)
24 Applied (P)	33 University/College (M)
26 Open (O) (include Computer and Information Technology)	25 Workplace (E)
22 Broad Based Technology Courses	28 Open (O) (include Computer & Information Technology)
24 Food & Nutrition/Visual Arts, and Grade 10 Communication Technology	26 Family Studies (Lab based Courses, Sewing/Foods)
18 At-risk Coop	28 Visual Arts
20 Applied (Supported)	25 Coop & Other Forms of Experiential Learning
16 GLS/GLE; Locally Developed	24 Technology (except Information Technology)
	18 GLS/GLE

Grade 9, 10, 11 & 12
21 Alternative Learning Programs
18 Credit Recovery Classes

22.14. Effective September 1, 2010, 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)
24 Applied (P)	31 University/College (M)
26 Open (O) (include Computer and Information Technology)	25 Workplace (E)
21 Broad Based Technology Courses	28 Open (O) (include Computer & Information Technology)
24 Food & Nutrition/Visual Arts, and Grade 10 Communication Technology	26 Family Studies (Lab based Courses, Sewing/Foods)
18 At-risk Coop	28 Visual Arts
20 Applied (Supported)	25 Coop & Other Forms of Experiential Learning
16 GLS/GLE; Locally Developed	24 Technology (except Information Technology)
	18 GLS/GLE

Grade 9, 10, 11 & 12
21 Alternative Learning Programs
18 Credit Recovery Classes

- 22.15. The **effective** date of all maximum class sizes will be October 31 and March 31.
- 22.16. Unless agreed to by the **teacher**, no **teacher** shall be assigned more than one (1) muhi-level and/or multi-grade section per semester, excluding co-op. Multi Subject sections are not permissible.
- 22.17. Unassigned **time** shall **be** available to the teacher for preparation and marking.
- 22.18. It is understood that safety considerations and the number of workstations in a classroom may require the designation of a lower maximum class size. If in conflict the In-School Staffing Committee will report concerns to the Working Conditions Committee for resolution.
- 22.19. 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**.
- 22.20. 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.
- 22.20.a. Unless agreed to by the teacher, ~~the~~ scheduled period of the day which will be their lunch **will be assigned at** the start of the semester and kept consistent throughout the semester.
- 22.20.b. **Unless agreed to by the teacher, in a school** with five (5) ~~seventy-five~~ (75) minute periods no teacher shall be assigned three (3) consecutive periods.
- 22.21. The Board recognizes that teacher participation in extra-curricular activities (such as student sports, clubs, activities) is voluntary.
- 22.21.a. The **Board** shall not **compel any member to** take ~~on~~ the responsibility of driver, when students are **being** transported in ~~vehicles~~ for curricular or extra-curricular events.
- 22.22. 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.
- 22.23. Class size maxima not addressed in this Article will be referred to the Working Conditions ~~Committee~~ for determination at the first scheduled working conditions meeting of the school **year**.
- 22.24. For a student accepted into a **suspension/expulsion program**, the **subject** teacher shall only **be** required to supply the **equivalent** of up to five (5) instructional days of work for the student. Beyond the fifth (5th) day programming shall be the responsibility of the **suspension/expulsion program** teacher understanding the subject teacher may **be** consulted.

CONTINUING EDUCATION

ARTICLE 23: CONTINUING EDUCATION

23.01. It is the purpose and intent of both parties to specify, within this Article, certain terms and conditions of employment for teachers employed by the **Board** to teach secondary school credit courses in a Continuing Education Summer School, Adult Day School or Night School Program, or to deliver non-credit remedial programs as defined by the continuing education Literacy and Numeracy grant funding, where a teacher is hired to deliver the non-credit program, and to specify each section of this Collective Agreement which is applicable to these teachers.

23.02. 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.

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

23.03.a.	Article 1	-Purpose
23.03.b.	Article 2	- Effective Period
23.03.c.	Article 3.03	- Definitions
23.03.d.	Article 4	- Recognition
23.03.e.	Article 5	- Board's Responsibilities and Statutory Rights of Parties
23.03.f.	Article 6	"Grievance Procedure
23.03.g.	Article 10	-Strike or Lockout
23.03.h.	Article 12	-Placement on Salary Scale
23.03.i.	Article 37	- Professional Fees
23.03.j.	Article 38	- Access to Personnel File
23.03.k.	Article 39	-Federation Dues
23.03.l.	Article 40	- OSSTF General
23.03.m.	Article 41	- Collective Agreement
23.03.n.	Article 44	- Criminal Background Checks
23.03.o.	Article 49	-Signatures

23.04. **Salary**

23.04.a. A credit course Continuing Education Teacher shall be placed and shall advance on the steps of the Continuing Education credit course Hourly Salary Schedule set out in this Article, on the basis of the Placement on the Salary Scale article.

23.04.b. Effective September 1, 2008, the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$34.95	\$36.42	\$39.76	\$41.87
1	\$37.06	\$38.69	\$42.35	\$44.67
2	\$39.19	\$40.97	\$44.89	\$47.49
3	\$41.29	\$43.26	\$47.52	\$50.32
4	\$43.42	\$45.55	\$50.13	\$53.13
5	\$45.55	\$47.83	\$52.72	\$55.92

23.04.c. Effective September 1, 2009, the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$36.00	\$37.51	\$40.95	\$43.13
1	\$38.17	\$39.85	\$43.62	\$46.01
2	\$40.37	\$42.20	\$46.24	\$48.91
3	\$42.53	\$44.56	\$48.95	\$51.83
4	\$44.72	\$46.92	\$51.63	\$54.72
5	\$46.92	\$49.26	\$54.30	\$57.60

23.04.d. Effective September 1, 2010, the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$37.08	\$38.64	\$42.18	\$44.42
1	\$39.32	\$41.05	\$44.93	\$47.39
2	\$41.58	\$43.47	\$47.63	\$50.38
3	\$43.81	\$45.90	\$50.42	\$53.38
4	\$46.06	\$48.33	\$53.18	\$56.36
5	\$48.33	\$50.74	\$55.93	\$59.33

23.04.e. Effective September 1, 2011, the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	\$38.19	\$39.80	\$43.45	\$45.75
1	\$40.50	\$42.28	\$46.28	\$48.81
2	\$42.83	\$44.77	\$49.06	\$51.89
3	\$45.12	\$47.28	\$51.93	\$54.98
4	\$47.44	\$49.78	\$54.78	\$58.05
5	\$49.78	\$52.26	\$57.61	\$61.11

- 23.04.f. Every qualified credit course Continuing Education teacher should progress on the Continuing Education credit course Hourly Salary Schedule from the minimum of the starting salary to the maximum salary by the annual increments provided in the salary schedule.
- 23.04.g. **Effective September 1, 2008**, the hourly salary for non-credit Continuing education is **\$37.49/hour**.
- 23.04.h. Effective September 1, 2009, the hourly salary for noncredit Continuing education is **\$38.62/hour**.
- 23.04.i. **Effective** September 1, 2010, the hourly salary for non-credit Continuing education is **\$39.78/hour**.
- 23.04.j. **Effective** September 1, 2011, the hourly salary for non-credit Continuing education is **\$40.97/hour**.
- 23.04.k. It is understood that all rates quoted in this Article **include** Holiday and Vacation pay.

23.05. Illness

- 23.05.a. Continuing education teachers will be entitled to leave of absence with **pay, for two (2)** working days per credit course, for illness. The Board may require verification of the illness by a certified medical doctor prior to **payment of** salary for the absence.

23.06. Continuing Education Learning Centres

- 23.06.a. **Credit Courses at Learning Centres** will be taught by both Continuing Education Teachers and Contract Teachers.
- 23.06.b. Contract teachers hired after September 1, 2008 may be assigned to teach at **any** continuing education site on a **semester** basis dependent upon programming needs.

23.07. Posting of Positions

- 23.07.a. All bargaining unit positions will **be** posted in all Learning Centres.
- 23.07.b. Continuing Education Teachers are eligible to apply for all bargaining unit postings.
- 23.07.c. Prior, or current Continuing Education Teachers, who apply for continuing education teaching positions shall be **given** consideration for the position prior to other applicants. Consideration is not a guarantee of an interview. Prior or current Continuing Education Teachers who **apply and who do** not receive an interview may contact the Principal of Continuing Education to request the **reason(s)** for not being granted **an** interview.

23.08. Continuing Education Service and Experience

23.08.a. One (1) year of continuing education service and experience shall be equal to teaching six hundred and sixty (660) hours of continuing education credit courses.

23.08.b. Less than six hundred and sixty (660) hours of continuing education credit courses shall be prorated.

23.08.c. In any one school year, no teacher shall accumulate service exceeding one (1) full year.

23.09. Benefits

23.09.a. The Board will not make any contributions toward the cost of benefits for Continuing Education teachers.

23.09.b. Eligibility

23.09.b.i. Continuing Education Teachers employed by the Simcoe County District School Board on term-definite contracts teaching a minimum of 110 hours in a six month period shall be eligible to participate in the Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance, Group Extended Health Insurance, and Group Dental Insurance benefits plan if they opt into the plan at the time of hire.

23.09.b.ii. Once the teacher has opted into the plan, the teacher will not be able to opt out of the plan for the duration of the teacher's term-definite contract with the Board.

23.09.b.iii. Benefits coverage shall terminate at the end of the month in which the Continuing Education Teacher's term-definite contract expires unless their employment continues on a new term-definite contract.

23.09.c. Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance

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

23.09.d. Group Extended Health Insurance

23.09.d.i. The Board agrees it will deduct employee premiums as requested by the Union for Continuing Education Teachers enrolled in a Group Extended Health Insurance Plan as determined by the Union.

23.09.e. Group Dental Insurance

23.09.e.i. The Board agrees it will deduct employee premiums as requested by the Union for Continuing Education Teachers enrolled in a **Group Dental Insurance Plan as determined by the Union.**

23.09.f. Benefit Deductions

23.09.f.i. Continuing Education Teachers who are under term-definite contract to teach **330** hours or **greater** in a **6** month period will be deducted the equivalent amount for benefits that a Contract Teacher, teaching **3** periods per semester would be deducted from their salary.

23.09.f.ii. Continuing Education Teachers **who** are under term-definite contract to teach **220** hours or **greater** in a **6** month period will be deducted the equivalent amount for benefits that a **Contract Teacher**, teaching **2** periods per semester would be deducted from their salary.

23.09.f.iii. Continuing Education Teachers who are under term-definite contract to teach **110** hours or greater in a **6** month period will be deducted the **equivalent** amount for benefits that a Contract Teacher, teaching **1** period per semester **would** be deducted from their salary.

23.10. Working Conditions

23.10.a. Where **credit courses** taught: by continuing education teachers exceed **35** students, additional classroom support for the continuing education teacher shall be provided,

ELECTRONIC/DISTANCE EDUCATION

ARTICLE 24: ELECTRONIC AND DISTANCE EDUCATION PROGRAMS

24.01. The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment and staffing of **credit courses offered by** electronic and distance education programs.

24.02. 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.

24.03. 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.

24.04. All lesson preparation, teaching, tutoring, evaluation, testing and reporting of marks for students taking e-Learning or distance education credit courses shall be the responsibility of the Teacher assigned to the course. No Teacher other than the Teacher delivering the e-Learning or distance education course shall be required to tutor e-Learning students.

LEAVES

ARTICLE 25: ABSENCES AND LEAVES OF ABSENCE

25.01. Accumulated sick leave is used to cover absences due to illness. On the request of the teacher and with the prior approval (when possible and reasonable) of the principal, it may be used to cover the following absences of a special nature.

25.01.a. serious accident or illness in immediate family for sufficient time to alleviate the emergency condition;

25.01.b. although medical or dental appointments are expected to be scheduled outside of working hours, exceptions may be covered;

25.01.c. bereavement leave as required by the particular circumstances;

25.01.d. educational examination involved with the teacher's professional qualifications;

25.01.e. convocation or graduation involving the teacher, the teacher's spouse, child or parent;

25.01.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);

25.01.g. adoption leave of four days with one additional day for adoption court if required;

25.01.h. paternity leave of four days, within the first month after the child is in the primary care of the parent;

25.01.i. community of public service of an emergency nature - (Not for regularly scheduled or normal events falling during the school day);

25.01.j. attendance at the birth of the teacher's child.

25.02. In addition, on the request of the teacher and with the prior approval of the principal and the Superintendent of Human Resource Services, or designate, accumulated sick leave may be used to cover the following absences:

25.02.a. community or public service of a special nature - (Not for regularly scheduled or normal events falling during the school days);

- 25.02.b. attendance at Provincial meetings for District Executive delegates.
- 25.03. On the request of **the teacher** and with the prior approval of the Superintendent of Human Resource **Services** or designate, **accumulated sick leave** may **be used to** cover absences for **unusual personal reasons** not obviously covered by the **above**
- 25.03.a. **When** a leave has been granted, the principal of the teacher's school will be informed, by **the** office of the Superintendent of Human Resource Services, that a leave for personal and confidential reasons has been granted.
- 25.04. Disagreement in interpretation of the **above** shall be referred to **the Director of Education**, or designate, for prior approval.
- 25.05. The following absences shall **be** without **loss** or gain of salary and without **loss of sick leave credits**:
- 25.05.a. quarantine,
- 25.05.b. jury duty,
- 25.05.c. **subpoena**,
- 25.05.d. recognized religious holy days with the prior approval of the principal,
- 25.05.e. unusual and urgent personal reasons approved by **the** Director of Education or designate.
- 25.05.f. **school closure**
- 25.06. **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.
- 25.07. In the first case of personal illness of five (5) consecutive days, an acceptable certificate from a physician, or other qualified practitioner, authorizing the Board to confirm **the necessity** for **the** absence may be required. Such an acceptable certificate **may** also be **required for cases** of personal illness which total more than **five (5)** school days in the same school year. A member, where required, shall provide to the Board evidence of illness satisfactory to the Employer stating the dates of **absence and the** reason therefore, excluding diagnosis.
- 25.08. **Absences** that are not approved under the terms of **27.01 - 27.07** shall result in **loss** of pay **unless** there are extenuating circumstances satisfactory to the Director of Education.
- 25.09. 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.

ARTICLE 26: LEAVE OF ABSENCE – EXECUTIVE POSITION– PROVINCIAL OSSTF

- 26.01. 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.
- 26.02. 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.
- 26.03. While on such leave, the teacher shall be entitled to Accumulated Sick Leave Credits. Teachers on such leaves for less than twenty-four (24) months shall notify the board through the **SCARRI** system. Teachers **on** such leaves for greater than twenty four (24) months shall notify the Board of used sick days through the Human Resource **Services** Department,
- 26.04. While on such leave, the teachers elected **to** the above-named positions shall continue **to** accumulate seniority and **experience** as if the teacher had remained in a full-time teaching position with the Board.
- 26.05. Teachers on a Leave of Absence to represent the members of OSSTF in a Provincial Executive position, for less than **24** consecutive months, will be guaranteed a return to their original school **or** position of responsibility subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 26.06. Teachers wishing to **take** a Leave of Absence for an Executive Position with Provincial OSSTF that **will exceed** 24 consecutive months may request approval in writing to the Superintendent, Human Resource Services. Such requests for leaves exceeding **24** consecutive months will not be unreasonably denied.
- 26.06.a. The Superintendent, Human Resource Services may also approve a return to their original school and position of responsibility, where applicable, in **advance** of the leave. Such return to the original school shall be subject to the Seniority, Placement, Transfers and Redundancy provisions. Such **requests** will not be unreasonably denied.

ARTICLE 27: LEAVE OF ABSENCE – EXECUTIVE OFFICERS – BARGAINING UNIT

- 27.01. Upon written request by the Bargaining Unit, a teacher holding a contract with the Simcoe County District School Board who has been elected to an executive position of the bargaining unit shall be granted a leave of absence for the term of elected office.
- 27.02. **Salary** and benefits under the current Collective Agreement shall continue to **be** paid to the **teacher(s)** by the Simcoe County District School Board, but the Bargaining Unit shall reimburse the Simcoe County District School Board thirty percent (30%) of the salary **and** **benefits** for the Bargaining Unit President and one-hundred percent (100%) of the salary and benefits **for** any additional executive officers.

- 27.03. While on such leave, the teacher shall be entitled to Accumulated Sick Leave Credits. Teachers on such leaves for less than twenty-four (24) months shall notify the board through the SCARRI system. Teachers on such leaves for greater than twenty four (24) months shall notify the Board of used sick days through the Human Resource Services **Department**.
- 27.04. While on such leave, the teachers **elected** to the above-named positions shall continue to accumulate seniority and experience 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.
- 27.05. **Teachers** on a Leave of Absence to represent the members of OSSTF in a Bargaining Unit **Executive** Officer position, less than 24 consecutive months, will be guaranteed a return to their original school or position of responsibility subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 27.06. Teachers wishing to **take** a Leave of Absence in a Bargaining Unit Executive Officer Position that will **exceed** 24 consecutive months may request approval in writing to the Superintendent, Human Resource Services- Such **requests** for **leaves** exceeding 24 consecutive months will not be unreasonably denied.
- 27.06.a. The Superintendent, Human Resource Services may **also** approve a return to their original school and position of responsibility, where applicable, in **advance** of the leave. Such return to the original school shall be subject to the Seniority, Placement, Transfers and Redundancy provisions. Such requests will not be unreasonably denied.
- 27.07. It is agreed and understood that leaves for such executive officers for the Bargaining Unit are limited to a maximum of three (3) full-time equivalent teachers **in** any **one-year**.
- 27.08. Individual teachers may be released from their normal duties in order to perform union duties. For these individual days, the Union will reimburse the Board for the **cost** of the teacher's replacement at the daily rate of an occasional teacher. In the **event** that a teacher is released for an absence of ten (10) or more consecutive days, the Union will reimburse the Board the **full grid** rate **cost** of the replacement long-term occasional teacher.

ARTICLE 28: LOAN OF SERVICE OR SECONDMENT

- 28.01. 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.

28.02. 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,

28.03. 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 Seniority, Placement, ~~Transfers~~ and Redundancy provisions.

28.04. 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 Seniority, Placement, Transfers and Redundancy provisions.

ARTICLE 29: FAMILY MEDICAL LEAVE

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

ARTICLE 30: LONG-TERM UNPAID LEAVE OF ABSENCE

30.01. A Long-Term Unpaid Leave of Absence shall be for a period exceeding one semester.

30.02. 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 an unpaid leave of absence for reasons mutually agreed ~~upon~~ between the **applicant** and the **Board**, without pay and without accumulation of sick leave credits.

30.03. The application for a long-term unpaid leave of absence must be submitted to the Superintendent of Human Resource Services:

30.03.a. **by February 15** for leaves starting the following September and

30.03.b. **by October 15** for leaves starting at the beginning ~~of~~ Semester II ~~of~~ that school year.

30.03.c. at the earliest date possible for Leaves commencing **at other times**.

30.04. 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.

30.05. Upon expiration of a long-term unpaid 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 Seniority, Placement, Transfers and Redundancy provisions.

- 30.06. **In the event** that a teacher is granted, a long-term **unpaid** 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 Seniority, Placement, Transfers and Redundancy provisions.
- 30.07. A teacher on a long-term unpaid leave of absence **must** give notice, In writing, **to** the Superintendent of Human Resource Services **of their** intention **to** return to work, or apply for another long-term unpaid **leave** of absence subject to the approval of the superintendent of Human Resource Services.
- 30.07.a. **by** February **15** of the year of leave for return or renewal in **September of the** following school year, or
- 30.07.b. **by** October **15** **for** return or renewal at the beginning of the second **semester**.
- 30.08. **In the** case of unforeseen **difficulties**, a teacher may be granted a return from unpaid leave by giving **two** (2) weeks notice, in writing, to the Superintendent of Human Resource Services. Such requests will be considered if vacancies **exist** in accordance with their qualifications.
- 30.09. Upon reassignment, the seniority **and the** accumulated sick **leave** days obtained **before** the leave **was** commenced will **be** reinstated.
- 30.10. Teachers on long-term Unpaid Leaves of Absence are required to maintain good standing status with the Ontario College of Teachers **during the period** of the leave and will provide proof of good **standing as well as** a current **offense** declaration prior **to** returning from the leave **to** normal duties.
- 30.11. The approval **and/or** timing of long-term unpaid leaves of **absence may be** dependent on the availability of suitably qualified occasional teachers.
- 30.12. A teacher who is a successful candidate in a federal, provincial or municipal election shall be granted an unpaid leave of absence if it is requested.
- 30.13. 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 payments made **by** the **Board to** the teacher.

ARTICLE 31: SHORT-TERM UNPAID LEAVE OF ABSENCE

- 31.01. Requests **for** a short-term unpaid leave of absence will be made utilizing an on-line application.
- 31.02. A Short-Term Unpaid **Leave** of Absence shall be for a period less than one **semester**.

- 31.03. 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 an unpaid **leave** of absence for reasons **mutually** agreed upon **between** the applicant **and** the Board, **without pay and without** accumulation of **sick** leave credits.
- 31.04. **The application for leave must** be submitted to the Superintendent of Human Resource Services at the earliest date possible in **advance** of the leave start **date**.
- 31.05. 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.
- 31.06. Upon **expiration** of an unpaid 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 Seniority, Placement, Transfers and Redundancy provisions.
- 31.07. Upon return from a short-term unpaid leave, the seniority and the accumulated sick leave days obtained before the leave was commenced will be reinstated.
- 31.08. Teachers on Short-term Unpaid Leaves of Absence are required **to** 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.
- 31.09. The approval and/or timing of unpaid leaves of absence may be dependent on the availability of suitably qualified occasional teachers.
- 31.10. If requested a teacher who **is** a **candidate in a federal**, provincial or municipal election will be granted an unpaid leave of absence, in full day increments, for **campaigning** purposes.
- 31.11. 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** payments **made by** the Board to the teacher.

ARTICLE 32: DEFERRED SALARY LEAVE OF ABSENCE PLAN

32.01. Description:

- 32.01.a. **The Deferred Salary Leave Plan** (the Plan) has been developed to afford contract teachers the opportunity of taking a leave of **absence** which **is** financed through the deferral of their salary.
- 32.01.b. **The parties agree to maintain the Plan to** reflect regulations of the Canada Revenue Agency (**CRA**), **as amended** from time to time. The Board agrees to **provide** a link to the Plan details on the staff web-site to include the **application** form, salary **deferral** information and a link to **CRA**.

32.02. Eligibility:

- 32.02.a. A contract teacher shall have taught for three (3) continuous years with the Simcoe County District Board before they are eligible to apply for Salary Deferral Leave of Absence plan.
- 32.02.b. The number of teachers eligible to enter the Plan in any one school year will be determined by the Board.

32.03. Application and Approval Process:

- 32.03.a. A contract teacher wishing to participate in the Plan may submit an application to the Superintendent of Human Resource Services, for their approval, no later than February 15th preceding the September in which they wish to enter the Plan or no later than October 15th preceding the February in which they wish to enter the Plan. Application forms will be available on the staff web-site.
- 32.03.b. Applicants will be notified of their preliminary acceptance, or rejection, of their participation in the Plan within one (1) month of receipt of their application.
- 32.03.c. Participants upon preliminary acceptance in the Plan, shall be required to sign an agreement, satisfactory to the CRA, supplied by the Board, before final approval of the leave will be granted.
- 32.03.d. A contract teacher shall not be permitted to transfer between approved CRA Plan options.
- 32.03.e. All requests for deferred salary leave of absence for periods that will commence other than at the beginning of a school year or semester shall be accompanied by reasons for the request.

32.04. General Terms and Conditions

- 32.04.a. At the request of the teacher, the commencement of the absence from the board, due to the deferred salary leave of absence, may be adjusted, within the provisions of the CRA.
- 32.04.b. The salary deductions shall be deposited in a trust or fund designated by the Board.

32.05. 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.

32.06. A teacher may alter the amount of the salary deduction within the limits defined by the CRA by giving the Board sixty (60) days' notice in writing.

32.07. 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.

- 32.08. At least one (1) month prior to the commencement of the leave, a **teacher** may **withdraw** from **the plan**, in which case monies **owed** and Interest accumulated shall be paid to the teacher or estate within sixty (60) days.
- 32.09. 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 will be deducted in three equal **amounts** from **the** three payments the teacher receives from the Board while on leave.
- 32.10. **By February 15th** of the year preceding a teachers return-to-work in September or by October 15th of the year preceding the teachers return-to-work **for second** semester, **a contract teacher on a leave of absence as a result of salary** deferral may request up to one (1) additional year voluntary unpaid leave of absence from the Board, subject to **approval**.
- 32.11. The taking of a **deferred salary leave 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**.
- 32.12. While on **deferred salary leave of absence**, a teacher shall **retain** but not increase continuous seniority with the Board,
- 32.13. **The** Board agrees to the conditions of the deferred salary 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.

ARTICLE 33: LEAVES GENERAL

- 33.01. **Teachers on any** approved leave, or part-time teachers who are not currently teaching, who are declared transferable through the Seniority, Placement, Transfers and Redundancy provisions, shall be notified by telegram, cablegram, or electronic **mail**, **addressed to the last known address**.
- 33.02. **No teacher on, deferred salary** leave of **absence**, unpaid leave of absence, **loan of** service or secondment. or exchange program which exceeds twenty-four (24) consecutive calendar months, will be guaranteed a return to **the** original school or position of responsibility. Only leaves of absence, which specify a guaranteed return to **the original school, in excess of a twenty-four (24) consecutive calendar month absence, shall be honoured**.
- 33.03. Upon the expiration of a leave, that **exceeds two (2) years**, the teacher will be **assigned** to a teaching position within the **Board**.

ARTICLE 34: PREGNANCY AND PARENTAL LEAVES

- 34.01. Pregnancy, Parental and Adoption leaves shall be granted in accordance with The Employment Standards Act and as augmented by this Article.

34.02. In accordance with The Employment **Standards Act**, **Adoption Leave** is a **Parental Leave**.

34.03. 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 one-hundred percent (100%) of the teacher's normal weekly earnings** providing the teacher complies with the conditions of the SEB-Plan. Normal weekly earnings to be **calculated as follows**:

$$\frac{\text{Teacher's annual earnings}}{\text{Number of days in the school year}} \times 5$$

34.04. The Board shall provide a top up to one hundred **percent (100%)** of the Teacher's salary for the six (6) weeks of pregnancy or leave following the waiting period.

34.05. A teacher who is eligible for E.I. benefits may only use the provisions of 36.03 and 36.04. 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 them under the board's sick leave plan.

34.06. The **benefits** provided in **Articles 36.03, 36.04 and 36.05 are intended to be** income replacement and may only be claimed for **days** when the teacher would otherwise have worked.

34.07. **At the request** of the teacher, a teacher eligible for Pregnancy or Parental **Leave**, in accordance with The **Employment Standards Act**, shall be granted an Unpaid 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 Seniority, Placement, Transfers, and Redundancy **provisions** as they exist at the time of final approval.

34.08. An employee on Parental Leave shall not be entitled to Sick Leave benefit while on **such leave**.

34.09. Seniority shall **accumulate for** all Pregnancy and Parental **leaves**.

34.10. **The Board** shall **pay its share of** all benefits of a teacher on a **Pregnancy** or Parental **Leave**.

34.11. Teaching experience, for the purpose of **salary grid** placement, shall **accumulate for all Pregnancy and Parental Leaves**.

34.12. Teachers on Pregnancy or Parental **leave** returning to work will receive the sick leave credits that they would be **entitled** to if they were working.

34.13. 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.

- 34.14. Upon the expiration of a Pregnancy, Parental or Unpaid Leave of Absence (Child Care) which did not exceed two **(2) years**, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the Seniority, Placement, Transfers, and Redundancy provisions.
- 34.15. No teacher shall expect the combined sequential time lapse for a Pregnancy Leave, Parental Leave and/or Unpaid Leave of Absence to **exceed a two (2) year** period. However, at the ~~sole~~ discretion of the Superintendent of Human Resource 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.
- 34.16. Teachers on Pregnancy and Parental Leaves of **Absence** or Unpaid **Leaves of Absence** (Child Care) are required to 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.
- 34.17. A teacher on a **Pregnancy, Parental** leave can **serve two (2) weeks** notice, in writing, to the Superintendent of Human Resource **Services** of their intention to return to their position.
- 34.18. If the child is hospitalized after birth the member shall be entitled to use Sick Leave credits and the leave will not **commence** until the child is in the primary care of the parent.

ARTICLE 35: EXCHANGE PROGRAMS

35.01. Exchange Within Panel

- 35.01.a. The **Board** may allow teacher exchange within the secondary panel, **for a maximum of two (2) years**, provided that the Superintendent of Human Resource **Services** approve **the exchange**.
- 35.01.b. **Requests for** exchange must be initiated by the teachers concerned by February 15. The exchange **request must be** submitted to the Superintendent of Human Resource Services. Final **approval** shall be given by May 1.
- 35.01.c. Exchanges will be for **one (1) year** but may be **extended to two (2) years** if all parties agree by May 1 of the first year of the exchange.
- 35.01.d. For the purposes of the Seniority, Placement, Transfers and Redundancy, the teachers shall be considered as members of the **staffs** of the schools from which they came.
- 35.01.e. Exchange will not affect seniority.
- 35.01.f. Teachers participating in an internal exchange program shall receive the **same** basic salary and benefits. 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.

35.01.g. In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the Board.

35.02. Exchanges Between Panels

35.02.a. Exchanges between panels may be accomplished by teachers in the secondary panel through the Unpaid Leave of Absence provision.

35.02.b. Requests for exchange between panels must be initiated by the teachers concerned by February 15. The exchange requests must be submitted to the Superintendent of Human Resource Services. Final approval shall be given by May 1.

35.02.c. Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by May 1 of the first year of the exchange.

35.02.d. For the purposes of Seniority, Placement, Transfers and Redundancy, the teachers shall be considered as members of the staffs of the schools from which they came.

35.02.e. Exchange will not affect seniority.

35.02.f. While participating in the exchange between panels 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.

35.02.g. In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the Board.

35.03. Exchanges Between Boards, Provinces or Countries

35.03.a. The Board agrees to provide the opportunity for members of the Bargaining Unit who have completed five (5) years' employment with the Board to participate in teacher exchange with teachers from other Ontario school boards, from other provinces, and from other countries, subject to the Board's approval of the teacher's application and of the person with whom the Member is to be exchanged.

35.03.b. Requests for exchange between boards, provinces, or countries must be initiated by the teacher with a written request to the Superintendent of Human Resource Services by February 15. Final approval shall be given by May 1.

35.03.c. Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by May 1 of the first year of the exchange.

35.03.d. For the purposes of Seniority, Placement, Transfers and Redundancy, the teachers shall be considered as members of the staffs of the schools from which they came.

- 35.03.e. Exchange will not affect seniority.
- 35.03.f. **SCDSB** Contract teachers participating in an exchange **between** boards, provinces or countries shall receive the **same** basic salary and benefits. 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.

FEDERATION GENERAL

ARTICLE 36: COMMITTEES

36.01. In-School Staffing Committee

36.01.a. The In-School Staffing Committee shall be comprised of:

- 36.01.a.i. the principal and one vice-principal;
- 36.01.a.ii. one of the school's Collective Bargaining Committee representatives; and
- 36.01.a.iii. one member of the teaching staff elected by the staff **by a secret ballot.**

36.01.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.

36.01.c. If requested, the Principal shall meet with their in-school staffing committees to discuss any concerns regarding class size prior to October 1 **and** March 1 **each school year.**

36.01.d. As part of the process referenced above, the In-School Staffing Committee shall:

- 36.01.d.i. review and monitor the average class size;
- 36.01.d.ii. **provide** input to the administration, review and monitor the allocation of the school's instructional and non-instructional time per teacher;
- 36.01.d.iii. provide input to the administration, review and monitor the allocation of **scheduled supervisory duties** per teacher.

36.01.e. The In-School Staffing Committee shall provide input for the spring staffing **cycle as** requested by the Working Conditions Committee.

36.01.f. Unless determined otherwise by the Working Conditions Committee, **this** input shall occur prior to May 1.

36.01.g. The Principal shall provide the other members of the In-School Staffing Committee with all relevant information, before any scheduled meeting or within five (5) working days if it is requested by the Staffing Committee representatives, in order to allow the In-School Staffing Committee to fulfill its responsibilities as defined above.

36.01.g.i. The information provided or requested shall include but not be limited to school staff allocation, teacher timetables, master schedules, teacher replacement duty/supervision schedules and supervision schedule tracking sheets.

36.01.h. 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.

36.01.i. The In-School Staffing Committee shall report to the school staff, in writing, at reasonable intervals.

36.01.j. 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.

36.01.k. The In-School Staffing Committee will review the method of staffing the school including surplus and redundancy declarations, transfers and vacancies.

36.01.l. The In-School Staffing Committee will establish final mark deadlines and report card deadlines.

36.02. Trustee-Teacher Relations Committee

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

36.02.a.i. Purpose

36.02.a.i.1. 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.

36.02.a.ii. Composition of Trustee-Teacher Relations Committee

36.02.a.ii.1. The Committee shall consist of:

- 36.02.a.ii.1.1. two Trustees appointed by the Board Chairperson
- 36.02.a.ii.1.2. two members of the Administrative Council
- 36.02.a.ii.1.3. two members of O.S.S.T.F.

36.02.a.ii.2. Additional members, as resource, may be co-opted to the Committee by any of the parties involved.

36.03. Working Conditions Committee

36.03.a. There shall be a Working Conditions Committee (**WCC**) which will **meet on** a jointly agreed schedule, no less than four (**4**) times per year, not including **joint management/union staffing process** meetings. 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 including one **Superintendent**.

36.03.b. The Working Conditions Committee shall **perform** the following duties:

36.03.b.i. gather, compile and validate **data** with respect to staffing, teacher **workload** and average class size;

36.03.b.ii. review, monitor and ensure that the application of transfer, surplus and redundancy **procedures are** properly **followed including appeals**;

36.03.b.iii. report and make recommendations concerning **the above** matters to the respective negotiating committees no **later than April 1** of **each** school year.

36.03.b.iv. determine the total allocation of teachers for **the** following school year;

36.03.b.v. review the allocation of staff to the schools within the staffing parameters;

36.03.b.vi. distribute to each In-School Staffing Committee the staff allocations for all **schools**;

36.03.b.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 Human Resource Services;

36.03.b.viii. review the system for tracking the utilization of supervisory duties.

36.03.b.ix. **Discuss the** implications of **any** new or **amended APMs, Policy and Numbered Memos which will** affect the Members of the Bargaining Unit.

36.03.c. **If the Working** Conditions Committee cannot achieve agreement over an issue, the Bargaining Unit recognizes the Superintendent of Human Resource 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.

36.03.d. The Working **Conditions** Committee shall **be** invited to the joint management/union staffing process meetings.

ARTICLE 37: PROFESSIONAL FEES

- 37.01. The Board shall deduct professional fees for the Ontario College of Teachers' or its successor and remit the fees to this professional body as directed by the bargaining unit President.

ARTICLE 38: ACCESS TO PERSONNEL FILE

- 38.01. 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.
- 38.02. Upon a teacher's request, and in the presence of a Board Human Resource Services employee, a teacher shall have access to his/her Board personnel file located in the Human Resource 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.
- 38.03. A disciplinary report contained in a Teacher's personnel file shall be removed from the file five (5) years after its date of issue, provided that there is no other disciplinary action during that period of time.
- 38.04. Notwithstanding the above, 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 39: FEDERATION DUES

- 39.01. 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.
- 39.02. The OSSTF dues deducted in Article 41.01 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.
- 39.03. 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.

39.04. 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 40: OSSTF GENERAL

40.01. **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.

40.02. The Employer shall provide a **bulletin board** for **the use of the** union at an appropriate location in **each worksite** upon which **the union shall** have **the** right to post notices relating to matters of interest to the union and the employees, provided the **author's name** or the OSSTF logo is on the notice.

40.03. The **board** will provide access to all policies and **APM's** on the staff web-site for the President of the Bargaining Unit and will forward any relevant memorandums.

40.04. The **board** agrees to consult with OSSTF when any Policy or Procedure is **revised**.

ARTICLE 41: COLLECTIVE AGREEMENT

41.01. The Board shall post the collective agreement on the Board's web-site and the federation shall post the collective agreement on the Bargaining Unit web-site for **access** by all Administration and TBU Members.

ARTICLE 42: PROFESSIONAL ACTIVITY DAYS

42.01. During the school year, two (2) Professional Activity Days will be available for teachers to use to address student achievement for the students in their current classes.

ARTICLE 43: TEACHER PERFORMANCE APPRAISAL

43.01. The Ministry of Education's Technical Requirements Manual shall be **used** for **Teacher Performance Appraisals (TPAs)** of experienced **Teachers**.

43.02. **The Ministry of Education's New Teacher** Induction Program (NTIP) Manual for Performance Appraisal for **New Teachers shall be** used in the evaluation of all new teachers as defined by NTIP.

43.03. 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.

- 43.04. When a teacher receives a performance appraisal, **which was rated unsatisfactory or development needed, the** Board, shall contact the **Bargaining Unit President** prior to meeting with the teacher.
- 43.05. The Bargaining Unit **President or** designate will accompany a teacher to **a meeting** in which the teacher will receive a summative report of an unsatisfactory or **development needed rating, and** meetings to review subsequent performance appraisals.

ARTICLE 44: CRIMINAL BACKGROUND CHECKS

- 44.01. A Teacher may request the attendance of Union representation at any meeting held for the **purpose** of discussing the **content** of a Criminal **Background Check** with Vulnerable **Sector Screening** or an **Offence Declaration**. A Human **Resource Services** Representative shall contact the President of the Bargaining Unit prior to the meeting taking place.
- 44.02. The Board **shall ensure** that **all records and** information including **Offence Declaration** and Criminal **Background Checks** with **Vulnerable Sector Screening** **obtained pursuant to the** Education Act **or any subsequent regulation or law are** stored in a secure **location** and in a completely confidential manner. Access to **such records and** information **shall be strictly limited to the Superintendent & Human Resource Services and/or designate and the teacher and/or designate.**

STAFFING PROCESS

ARTICLE 45: STAFF ALLOCATION

- 45.01. The total projected staff allocation for each school by Semester **will** be determined in the spring of the preceding year **using the Boards projected average daily enrolment** for staffing **purposes** and no **less** than the **minimum** Ministry funded **staff**.
- 45.01.a. A secondary school's Average Daily Enrolment in **"Dual Credit" courses** shall be **included** in the calculation of the number of **secondary teaching positions required** in the Board **pursuant to this Collective Agreement and/or class-size regulation.**
- 45.02. Once the Board's projected average daily enrolment is available following the **March 31 Ministry of Education count date** the Working Conditions **Committee will meet** no later than **April 15 to review** the **estimated** number of teachers for the system for the following school year.
- 45.03. For **the 2009 – 2010 school year** **there shall be** a minimum **number of Classroom Teachers** **as** stated in the Ministry of Education Technical Paper **and** the Provincial Discussion **Table Agreement.**
- 45.04. For **the 2010 – 2011 school year** there shall be a minimum **number** of Classroom **Teachers** as stated in the Ministry of Education Technical Paper and the **Provincial Discussion Table Agreement.**

- 45.05. For the 2011 – 2012 school year there shall be a minimum number of Classroom Teachers as stated in the Ministry of Education Technical Paper and the Provincial Discussion Table Agreement.
- 45.06. For the 2009-2012 school years there shall be a minimum number of Guidance Teachers as stated in the Ministry of Education Technical Paper.
- 45.07. The number of Special Education Teachers for the 2008-2012 school years shall be confirmed annually, at a Working Conditions Committee meeting, consistent with direction from the Ministry of Education.
- 45.08. The number of Student Success Teachers for the 2008-2012 school years shall be confirmed annually, at a Working Conditions Committee meeting, consistent with direction from the Ministry of Education.
- 45.08.a. The role of the Student Success Teachers shall be confirmed annually, at a Working Conditions Committee meeting, consistent with direction from the Ministry of Education.
- 45.09. One section of teacher-librarian shall be allocated to each school for each instructional period.
- 45.10. The Board shall distribute staff to secondary worksites considering a variety of factors including but not limited to course profile and school size. Any changes in the factors shall be reviewed with the Working Conditions Committee.

ARTICLE 46: POSTING OF POSITIONS AND SELECTION

- 46.01. All vacancies in teaching positions within the County shall be posted on the staff web-site and on the Apply to Education Network (ATEN) for five (5) working days. Postings shall be site specific and shall include the number of periods, the subject area and all other known details. A hard copy of every job posting will be posted in all secondary schools and Continuing Education Centres in a location accessible to all Members.
- 46.02. All positions of responsibility, where six (6) contract periods are available and three (3) or more of the periods fall within the sections assigned to the department in question, within the County shall be posted on the staff web-site and on the Apply to Education Network (ATEN) for five (5) working days. Postings shall be site specific and shall include the number of periods, the course(s) and all other known details. A hard copy of every job posting will be posted in all secondary schools and Continuing Education Centres in a location accessible to all Members.
- 46.03. Notwithstanding Article 46.01, 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 Human Resource Services office.

- 46.04. Notwithstanding Article 46.01 and 46.02, 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.
- 46.05. Internal **applicants** shall apply directly to the Principal of the school where the vacancy exists.
- 46.06. A Position of Responsibility designated as "Temporary" and Positions of Responsibility where 6 periods of contract are not available shall be posted in the school where the position of responsibility is available.
- 46.07. Teachers with a right of recall shall **be offered the** vacancy based on seniority and qualifications. If there are **no** rights of recall, 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. The hiring principal will select qualified applicants in considering the merits of their record, application, interview and reference checks.

ARTICLE 47: SENIORITY, PLACEMENT, TRANSFER AND REDUNDANCY

47.01. Seniority

- 47.01.a. Seniority shall mean the **length of** service from the first scheduled day of **work, as an O.S.S.T.F. Contract Teacher**, given to the Simcoe County District School Board or its predecessors **subject to the following:**
- 47.01.a.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.
- 47.01.a.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.
- 47.01.a.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.
- 47.01.a.iv. effective September 1, 2003, for seniority purposes, service as a Continuing Education Teacher **delivering secondary school** credit courses with the SCDSB prior to the first scheduled day of work as a Contract Teacher will be applied. Any additional service in continuing education after the first scheduled day of **work as a contract teacher** will not be applied.

47.01.b. Explanation of Seniority List

- 47.01.b.i. Column A on the seniority list will state **the surname of the member and be titled "Surname"**.
- 47.01.b.ii. Column B on the seniority list will state **the first name of the member and be titled "First Name"**.
- 47.01.b.iii. Column C on the seniority list will slate **the job code and be titled "Job Code"**.
- 47.01.b.iv. Column D on the seniority list will **state the worksite(s) of the member and be titled "Location"**.
- 47.01.b.v. Column E on the seniority list will **specify the years months and days of seniority in accordance with 47.01.a [e.g. 20.405 will indicate twenty (20) years and four (4) months and one (1) day, as one (1) year is equal to (1.0) seniority credits, one (1) month is equal to (0.1) seniority credits and one (1) day is equal to (0.005) seniority credits] and shall include the years and months of seniority attained in the Elementary Panel while on an exchange from the Secondary Panel and be titled "SECPNLBD"**.
- 47.01.b.vi. Column F on the seniority list will specify the **number of years of service as a non-O.S.S.T.F contract teacher with the Simcoe County District School Board while holding a teaching certificate. Information in this column will be calculated from the first scheduled day of work and will not be changed unless the teacher has resigned and obtains experience in the identified area while not a contract teacher with the Simcoe County District School Board and be titled "NOOSSBEF"**.
- 47.01.b.vii. Column G on the seniority list will **specify the length of teaching experience within Ontario as a contract teacher with accredited Boards of Education. Information in this column will be calculated from the first scheduled day of work and will not be changed unless the teacher has resigned and obtains experience in the identified area while not a contract teacher with the Simcoe County District School Board and be titled "CONEXONT"**.
- 47.01.b.viii. Column H on the seniority list will specify continuous supply work, **which exceeds one month, out of province experience and out of country experience. Information in this column will be calculated from the first scheduled day of work and will not be changed unless the teacher has resigned and obtains experience in one of the identified areas while not a contract teacher with the Simcoe County District School Board and be titled "OTHRECEX"**.
- 47.01.b.ix. Column I on the seniority list will **record the date of the first scheduled day of work as an OSSTF contract teacher and be titled "Contract Date"**.

- 47.01.c. In any **one** year, starting September 1st, **no contract teacher** shall accumulate more than one (1.0) year of seniority
- 47.01.d. Tie Breakers; In order to break ties created in 47.01.a, the **following shall be** considered in order:
- 47.01.d.i. **Column F**, "NOOSSBEF", and where such is equal,
 - 47.01.d.ii. **Column G**, "CONEXONT", and where such is equal,
 - 47.01.d.iii. **Column H**, "OTHRECEX", and **where** such ~~is~~ equal,
 - 47.01.d.iv. Effective February 1, 1988: **Column I**, "Contract Date", and **where** such **is** equal,
 - 47.01.d.v. as determined by lot, conducted by the Working Conditions Committee.
- 47.01.e. 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.
- 47.01.f. Seniority accumulation, once acquired, will be lost only for discharge for just cause.
- 47.01.g. A current seniority list will be **kept** in both the Board Office and the O.S.S.T.F. office, for safekeeping.
- 47.01.h. **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.
- 47.01.i. Seniority lists shall be **rank ordered** such that the most senior Bargaining Unit member is at the top of the list **and** least senior is at the bottom.
- 47.01.j. The Board-wide seniority list(s) shall be **available** electronically **through** the board's staff **website** to all **members** of the Bargaining Unit no later than **April 10th**.
- 47.01.k. Errors in the initial calculation of a member's seniority shall be brought **to** the attention of the Human Resource **Services** by the member within twenty (20) school days of the availability of the seniority list in which the teacher first appears or the **list shall be deemed correct**.
- 47.01.l. Any discrepancy in the accumulation of the member's seniority from the previous year list shall be brought to the attention of the Human Resource Services by the member within twenty (20) school days of the availability of the seniority list or the list shall **be deemed correct**.

47.02. Declarations and Placements

47.02.a. Declaration of School Surplus

- 47.02.a.i. Within ~~the~~ total staff complement assigned **each** Principal shall **staff** their school in accordance with seniority **and** qualifications. This process Will occur in the spring based **on** projected ADE for staffing purposes. Declaration dates to be mutually agreed upon by the Working Conditions committee on an annual basis.
- 47.02.a.ii. In the event that there will be a teacher or **teaches** declared surplus the Principal shall attempt to staff ~~the~~ school so that the least ~~senior~~ teacher(s) on the seniority list is (are) declared surplus.
- 47.02.a.iii. **A teacher** may only be declared in ~~the~~ spring, surplus for his/her total position held in the school.
- 47.02.a.iv. The least senior teacher(s) may only be by-passed as the teacher(s) declared surplus after the **Principal**:
- 47.02.a.iv.1. has determined ~~the~~ program to be offered in *the* school,
 - 47.02.a.iv.2. has examined the qualifications of the staff
 - 47.02.a.iv.3. has ascertained that the school cannot **reasonably be** organized without the ~~services of~~ the least senior teacher.
- 47.02.a.v. If the Principal, in consultation ~~with~~ the In-School Staffing Committee, is unable to staff ~~the~~ school by declaring the **least senior teacher surplus, a** written explanation will be provided to ~~the~~ Superintendent of Human Resource Services with a copy to the President of the Bargaining Unit, District 17.
- 47.02.a.vi. If the least senior teacher is by-passed, ~~the~~ next **least senior** teacher will ~~be~~ declared surplus unless it is necessary to continue the implementation of clauses above.
- 47.02.a.vii. A teacher continuing to hold a Position of Responsibility, excluding Temporary Positions of Responsibility, shall be **exempt** from **school surplus declarations**.
- 47.02.a.viii. The principal, shall notify each teacher in writing that they **have** been declared **surplus**. ~~the~~ letter shall include information on the appeals process **and** the right of recall process. A list shall be submitted to Human Resource Services with the names of those teachers declared surplus **and a description of** all vacant positions in the school.

- 47.02.a.ix. A teacher who has been declared surplus 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. If the appeal is upheld, another teacher shall be declared surplus, observing all the stated procedures ~~except~~ for the extended dates.
- 47.02.a.x. A list of all declared surplus teachers in ~~order~~ of seniority with their qualifications will be compiled and ~~made~~ available to the Working Conditions Committee.
- 47.02.a.xi. 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.
- 47.02.a.xii. If, ~~within~~ a period of ~~two (2)~~ years from ~~the time~~ a teacher is declared school surplus under this Article, a ~~contract~~ teaching position for which the teacher is qualified ~~should re-open~~ in the original school from which ~~the~~ teacher was declared, the teacher will be offered a right of recall, in order of seniority, to the original school provided the teacher advised Human Resource Services in writing that they wished to return to ~~the~~ school at the time they ~~were~~ declared.

47.02.b. Declaration of County Redundancy

- 47.02.b.i. Within the total ~~staff~~ complement assigned, the Working Conditions Committee, having considered qualifications, shall declare the least senior ~~teacher(s)~~ redundant to the county in order to provide a position for each ~~teacher(s) who has been~~ ~~declared~~ school surplus by the Principal. This process may occur in the spring based ~~on~~ projected ADE for staffing purposes. Declaration dates to be mutually agreed upon by the Working Conditions ~~committee~~ on an annual basis.
- 47.02.b.ii. In the event that a ~~teacher(s) declared~~ school surplus cannot be placed by declaring the least senior ~~teacher(s)~~ in the county redundant, the Working Conditions Committee may ~~by-pass~~ the least Senior ~~teacher(s)~~ on the seniority list in order to provide ~~for~~ the more senior teacher who has been declared school surplus.

47.02.c. Placement of School Surplus Teachers

- 47.02.c.i. The Superintendent of Human Resource ~~Services~~ shall ~~convene~~ a meeting of all ~~secondary~~ school principals and the Working Conditions Committee.
- 47.02.c.ii. Having consulted with the Principals and having considered the qualifications and seniority of each school surplus teacher, Human Resource Services shall attempt to place them into known contract vacancies.

- 47.02.c.iii. Placement meetings, **at** the call of the Superintendent of Human Resource Services shall be convened to complete the placement of **school surplus**.
- 47.02.c.iv. The placement process in this Article may not be utilized to increase a **teacher's** contractual status.
- 47.02.c.v. If a surplus 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 Human Resource Services.

47.02.d. Placement of County Redundant Teachers

- 47.02.d.i. **A teacher, who has not been placed, will be designated** as a redundant teacher **and** notified of such, in writing, by Human Resource Services.
- 47.02.d.ii. Having consulted with the Principals and having considered the qualifications and seniority of each county redundant teacher, Human Resource Services shall attempt to place them into known contract vacancies.
- 47.02.d.iii. The placement process in this Article may not be utilized to increase a teacher's contractual **status**.
- 47.02.d.iv. If a **redundant** 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 Human Resource **Services**.
- 47.02.d.v. **A redundant teacher who has one (1) year or less of seniority, will be placed on a board established and maintained recall list in order of seniority for a period of time equivalent to their length of service as a contract teacher with Board. If the redundant teacher is not recalled they shall be terminated by the board.**
- 47.02.d.vi. **A redundant teacher who has more than one (1) year of seniority will be placed by the Superintendent of Human Resource Services as follow**
 - 47.02.d.vi.1. as a permanent occasional teacher for the county at regular salary
 - 47.02.d.vi.2. as a supernumerary **teacher** on a particular staff, or
 - 47.02.d.vi.3. in a mutually agreeable assignment.

47.02.d.vii. Notwithstanding 47.02d.vi 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**.

47.02.e. Transfers

47.02.e.i. The transfer process will take place following the completion of the placement of **surplus** and redundant teachers.

47.02.e.ii. A teacher wishing to transfer shall complete an electronic Request for Voluntary Transfer application on the Board's intranet.

47.02.e.ii.1. A teacher **whose** most recent performance appraisal **is** either unsatisfactory or needs development **shall not be** eligible to apply for a voluntary transfer.

47.02.e.ii.2. Requests for transfer are only considered during the spring staffing process.

47.02.e.ii.3. The Voluntary Transfer Application shall open on February 15, and the **deadline** for **the** receipt of the request for Voluntary Transfer Application, **is** March 1st.

47.02.e.ii.4. A teacher who has completed a request for a voluntary transfer, and who is transferred at the spring staffing process will **move** to the new location if the teachers requested school and **subject selections are matched**,

47.02.e.ii.5. Teachers who complete a request for a voluntary transfer **receive** an electronic confirmation. Human Resource Services will compile a list in seniority order of **the** teachers who **have** applied for a transfer.

47.02.e.ii.6. 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 in order of seniority, with qualifications and transfer request prior to the placement meetings.

47.02.e.ii.7. It is understood that such requests will be **considered on the basis of the teacher's** seniority and qualifications, and known vacancies at the time of the placement **meeting(s)**.

47.02.e.ii.8. The transfer process may not be utilized to increase a teacher's contractual **status**.

47.02.e.iii. An assisted transfer between schools may be necessary in order to address the interests of the teachers and the school. Assisted transfers may be initiated by either the Board or the Bargaining unit. For an assisted transfer to take place **there must be mutual agreement** between both of these parties. Assisted transfers may occur at any time during the school year.

47.02.e.iv. After the transfer and/or placement **process has** been completed the posting process will be as follows:

47.02.e.iv.1. Initial Internal Posting

47.02.e.iv.1.1. For the Initial Internal Posting of remaining contract periods **from** the placement/transfer process positions will be allocated to the successful Bargaining Unit candidate(s) based on seniority and qualifications. Teachers **who** were **successful** in receiving a voluntary transfer **are** not eligible to apply to these **postings** unless the posting is for the school they have been transferred to. This posting may be utilized to increase a teacher's **contractual** status.

47.02.e.iv.1.2. For contract periods in which there are no qualified applicants from the Bargaining Unit the Board will **post** these periods externally.

47.02.e.iv.2. Resulting Vacancies Internal Posting

47.02.e.iv.2.1. For the Resulting Vacancies Internal Posting the resulting contract period vacancies as a result of the Initial Internal Posting will be determined by the Principal and then posted. Positions will be **allocated** to the successful Bargaining Unit candidate(s) based on seniority and qualifications. Teachers **who** were successful in receiving a voluntary transfer are not eligible to apply to these **postings** unless the posting is for the school they **have** been transferred to. This posting may be utilized to increase a **teacher's** contractual **status**. **For** contract periods in which there are no qualified applicants from the Bargaining Unit the Board will **post** these periods externally.

47.02.e.iv.3. Subsequent Postings

47.02.e.iv.3.1. Subsequent Postings will include:

47.02.e.iv.3.1.1. posting for known positions of responsibility, with six (6) **periods available and three (3)** or more of the periods fall within the sections assigned to the department in question.

47.02.e.iv.3.1.2. retirements/resignations of the current school year

- 47.02.e.iv.3.1.3. any remaining vacancies not yet filled.
- 47.02.e.iv.3.2. The following **provisions** apply to **Subsequent Postings**:
 - 47.02.e.iv.3.2.1. **Positions will be filled with Teachers** with a **right of recall shall be offered** the vacancy based on seniority and qualifications.
 - 47.02.e.iv.3.2.2. This posting may be utilized to increase a **teacher's contractual status**.
 - 47.02.e.iv.3.2.3. 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. The hiring principal will select qualified applicants in considering the **merits** of their record, **application, interview** and reference checks.

ARTICLE 48: SCHOOL OPENINGS OR SCHOOL CLOSURES

- 48.01. In the event of a **planned secondary school opening or closing**, the **Superintendent of Human Resource Services will contact OSSTF District 17** at **least 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 **Human Resource Services, or designate** will call a meeting to discuss union input into anticipated 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**, the President, Chief Negotiator and Working **Conditions Chairperson** or designates, at the meeting. The Superintendent of Human Resource Services or designate, **up to two Superintendents** of Education and the **Principal(s)**, assigned to the school(s) affected will attend on behalf of the **Board**.
- 48.02. **All members shall be given the opportunity to apply** for transfer by completing the electronic **Request for Voluntary Transfer on the Board's intranet** for **Transfers due** to new school openings or closure.
- 48.03. **School Closures**
 - 48.03.a. In the event of a **planned secondary school closing**, the **Seniority, Placement, Transfers** and Redundancy **provisions of the collective agreement will be followed**.
 - 48.03.b. All members shall be declared surplus in writing due to a **school closure**.
 - 48.03.c. Time lines discussed in the **Seniority, Placement, Transfers and Redundancy** process may be waived by mutual agreement **in the event of a school closure**.

48.03.d. Members receiving a responsibility allowance who are declared surplus as a result of a school closure will continue to receive their allowance at the current rate for one (1) school year, unless they otherwise are selected for another position of responsibility. Any difference between the two (2) allowances shall continue to be paid to the member for 1 school year. All of these responsibility allowances will be paid from the pupil foundation grant for department heads.

SIGNATURES

ARTICLE 49: SIGNATURES

49.01. 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 7th day of April, 2009.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

Jane Firman
Robert Campbell
Paul Beagrie
M. Muser
L. Wallace
J. Medvesky
Shay Marshall
Alvin ...
Alvin ...

James E. Babcock
D. ...
Chris Huber
...
...
...
Paul ...

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And

**Teachers Bargaining Unit
District 17, OSSTF**

**WORKPLACE CONFLICT RESOLUTION PROCEDURES FOR OBJECTIONABLE
BEHAVIOUR**

It is understood and agreed that the board shall review APM 4070 and include timelines for the confirmation of receipt of the complaint (to the complainant), the confirmation of the complaint (to the respondent) and the outcome of the complaint [to the complainant and the respondent].

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

Deanne Lerman
A. Sarah Campbell
Russel Burgess
M. Mason
L. Lawrence
S. Medystry
Deanne McPhail
Cheryl
Allyson DeLong

James E. Babal
[Signature]
Cheri Huber
[Signature]
[Signature]
[Signature]
[Signature]
Paul Hill

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And

**Teachers Bargaining Unit
District 17, OSSTF**

STUDENT ACTIVITIES COORDINATION

It is understood and agreed that the Board and Union shall investigate current practice and future options for the coordination of extracurricular activities.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

Tiane Korman
Kristin Campbell
Russel Stoyanov
M. M. Mason
J. Wallace
J. Medynsky
Jean McPhail
Chad
Allyson DeAngelis

James E. Babcock
[Signature]
[Signature]
Chris Kumbor
[Signature]
[Signature]
[Signature]
[Signature]
Paul [Signature]

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And

**Teachers Bargaining Unit
District 17, OSSTF**

POSITIONS OF RESPONSIBILITY

It is understood and agreed that the changes outlined in the collective agreement regarding Positions of Responsibility shall be implemented commencing September 1, 2009.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

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

Diane Timman
Kathleen Campbell
Gregory Bergman
M. J. Jones
L. Wallace
Medyastry
Shawn McPhail
Chris
Abigail Saxton

James E. Babcock
D. H. H. H.
Chris Humber
John H. H. H.
Paul H. H.

ALPHABETICAL INDEX

	ARTICLE	PAGE
ABSENCES AND LEAVES OF ABSENCE	25	44
ACCESS TO PERSONNEL FILE	38	59
ACCUMULATED SICK LEAVE CREDITS	18	30
ACTING ADMINISTRATION	9	15
ALLOWANCES	14	19
BOARD'S RESPONSIBILITIES AND STATUTORY RIGHTS OF PARTIES	5	11
CALCULATION AND DATES OF SALARY PAYMENTS	16	26
COLLECTIVE AGREEMENT	41	60
COMMITTEES	36	56
CONTINUING EDUCATION	23	39
CONTRACT TEACHERS BASIC SALARY SCHEDULE	13	18
CRIMINAL BACKGROUND CHECKS	44	61
DEFERRED SALARY LEAVE OF ABSENCE PLAN	32	50
DEFINITIONS	3	a
EFFECTIVE PERIOD	2	8
ELECTRONIC AND DISTANCE EDUCATION PROGRAMS	24	43
EMPLOYEE BENEFITS PLAN	17	27
EXCHANGE PROGRAMS	35	54
FAMILY MEDICAL LEAVE	29	48
FEDERATION DUES	39	59
GRIEVANCE PROCEDURE	6	12
HEALTH AND SAFETY	7	15
LEAVE OF ABSENCE – EXECUTIVE OFFICER – BARGAINING UNIT	27	46
LEAVE OF ABSENCE – EXECUTIVE POSITION – PROVINCIAL OSSTF	26	46
LEAVES GENERAL	33	52
LOAN OF SERVICE OR SECONDMENT	28	47
LONG-TERM UNPAID LEAVE OF ABSENCE	30	48

ALPHABETICAL INDEX –continued

	ARTICLE	PAGE
OSSTF GENERAL	40	60
PLACEMENT ON SALARY SCALE	12	16
POSITIONS OF RESPONSIBILITY	Letter of Understanding	75
POSITIONS OF RESPONSIBILITY	15	21
POSTING OF POSITIONS AND SELECTION	46	62
PREGNANCY AND PARENTAL LEAVES	34	52
PROFESSIONAL ACTIVITY DAYS	42	60
PROFESSIONAL DEVELOPMENT AND FUNDS	20	33
PROFESSIONAL FEES	37	59
PURPOSE	1	8
RECOGNITION	4	10
RESIGNATION OR RETIREMENT	11	16
RETIREMENT GRATUITY	19	32
RETURN TO WORK/MEDICAL ACCOMMODATION	8	15
SCHOOL OPENINGS OR SCHOOL CLOSURES	48	71
SENIORITY, PLACEMENT, TRANSFER AND REDUNDANCY	47	63
SHORT-TERM UNPAID LEAVE OF ABSENCE	31	49
SIGNATURES	49	72
STAFF ALLOCATION	45	61
STRIKE OR LOCKOUT	10	16
STUDENT ACTIVITIES COORDINATION	Letter of Understanding	74
SUPPLEMENTAL EMPLOYEE BENEFITS (SEE) PLAN	21	34
TEACHER PERFORMANCE APPRAISAL	43	60
WORKING CONDITIONS	22	35
WORKPLACE CONFLICT RESOLUTION PROCEDURE FOR OBJECTIONABLE BEHAVIOUR	Letter of Understanding	73