

SOURCE	Bud		
NO.	2001	09	01
FROM	2002	08	31
NO. OF EMPLOYEES	1020		
NO. OF DISTRICTS	JF		

AGREEMENT

Between

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
District 22
(hereinafter call the "OSSTF")**

and

**THE DISTRICT SCHOOL BOARD
OF NIAGARA
(hereinafter called the "Board")**

September 1, 2001 - August 31, 2002

TABLE OF CONTENTS

**COLLECTIVE AGREEMENT BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
and
OSSTF, District 22**

Article 1	Preamble
Article 2	Recognition and Scope
Article 3	Union Dues and Assessments
Article 4	Duration and Renewal
Article 5	Employer's Rights
Article 6	Probationary Period
Article 7	Termination of Employment
Article 8	Temporary Assignments / Teachers-In-Charge
Article 9	Discipline and Discharge
Article 10	Grievance Procedure
Article 11	Qualifications for Salary Grid Placement
Article 12	Cumulative Sick Leave and Retirement Gratuity
Article 13	Leave Plans
	Bereavement Leave
	Examinations or Convocations
	Jury Duty or Subpoena
	Quarantine
	Religious Holidays
	Adoption Leave / Paternity Leave

Family Care Leave
Special Leave
Leaves of Absence
Pregnancy / Parental Leave
Leave for District 22, OSSTF Officers
Leave for District 22, OSSTF Business
Provincial Executive Leave
Political Leave
Part-Time Teaching Leave
Return from Leaves
Teacher-Financed Leave

Article 14 Seniority
Article 15 Part-Time Teachers
Article 16 Medical Procedures
Article 17 Method of Pay
Article 18 Staff Allocation and Work Load
Article 19 Continuing Education Credit Courses
Article 20 Staffing
Article 21 Salaries and Allowance
Article 22 Employee Benefits
Article 23 Travel Allowance

Letter of Intent No. 1

Letter of Intent No. 2

Letter of Intent No. 3

Letter of Agreement - Re : Article 18 (Staff Allocation and Workload)

Letter of Agreement - Re : Article 21.04 (Related Trade or Business Experience)

ARTICLE 1 PREAMBLE

1.01 It is **the** intent and purpose of the parties to this Agreement (hereinafter referred to as the "Agreement") :

- (a) To set forth clearly the salaries, allowances, employee benefits, and other matters mutually agreed to, between the District School Board of Niagara and the Ontario Secondary School Teachers' Federation.
- (b) To maintain and improve harmonious relations between the Board and the Bargaining Unit.
- (c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (d) To encourage best practices that ensure the delivery of effective and affordable public education.

ARTICLE 2 RECOGNITION AND SCOPE

- 2.01 (a) The District School Board of Niagara recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent of all OSSTF, District 22 Teachers covered by this Collective Agreement who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time.
- (b) For clarification :
- i "Teacher" bears the same meaning as "Part X.1 teacher" as defined in the *Education Act*, as amended.
 - ii "Occasional Teachers", as defined in the *Education Act*, as amended, are excluded from the bargaining unit covered by this Collective Agreement.
 - iii A person, once appointed as a Principal or Vice-principal, is excluded from the bargaining unit even if such Principal or Vice-principal is reassigned from time to time to perform duties in Board office(s).

- 2.02 The Board recognizes the Negotiating Team of District 22, OSSTF, as the sole agent authorized by OSSTF to negotiate on its behalf.
- 2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly appointed representative to assist, advise, or represent it in all matters pertaining to negotiation of this Agreement.
- 2.04 Whenever the Board or agent of the Board deems it necessary to censure a Teacher for his or her professional conduct or competence as a teacher, the Teacher shall be entitled to be accompanied by a representative from OSSTF, District 22 at any meeting convened.
- 2.05 The Board or agent of the Board will inform the President or Vice-president of District 22, OSSTF, prior to a meeting to censure, in serious matters as in 2.04. Serious nature shall mean discipline, discharge, or a letter of reprimand being placed in the teacher's employee file.

ARTICLE 3 UNION DUES AND ASSESSMENTS

- 3.01 Effective September 1, 1998, the Board shall deduct from the salary of each teacher OSSTF dues and assessments. Dues and assessments deducted with this Article shall, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, be remitted as follows :
- i Dues and assessments certified by OSSTF Provincial, to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3.
 - ii Dues and assessments, certified by District 22, Niagara, to the Treasurer of District 22, Niagara.
- 3.02 The payment shall be accompanied by a dues submission list showing the names, wages earned and dues and assessments deducted.
- 3.03 OSSTF and/or District 22, OSSTF, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF and/or District 22, OSSTF.

ARTICLE 4 DURATION AND RENEWAL

- 4.01 This Agreement shall be in effect from September 1, 2001 and shall continue in force up to and including August 31, 2002 and shall continue automatically thereafter for annual periods of one (1) 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*.
- 4.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to Article 4.01, or within such further period as the parties agree upon.
- 4.03 Except for errors, inadvertencies or omissions, this agreement shall form the basis for computing all **salaries** and other conditions defined herein. Amendments or deletions to the terms and conditions contained herein shall be made only by the mutual consent of both parties.
- 4.04 Notwithstanding 4.01 above, the parties, by mutual agreement, may commence negotiations for a renewal of the collective agreement prior to the ninety (90) day notice period.
- 4.05 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.
- 4.06 One copy of the current Board policy manual shall be placed in each secondary school and the OSSTF, District 22 office. These shall be readily accessible to all staff and updated periodically.
- 4.07 The Board will consult with OSSTF, District 22 prior to implementing any change in the school calendar.
- 4.08 The Superintendent of Staffing will provide to the Bargaining Unit President a list of newly hired bargaining unit members showing their names and worksites within ten (10) days of the appointment.

ARTICLE 5 EMPLOYER'S RIGHTS

- 5.01 OSSTF and District 22, OSSTF recognize that, within the limitations and qualifications contained in this Agreement, the Board has the sole and exclusive right to exercise duties and powers granted to it under the *Education Act*, as amended, and related statutes.
- 5.02 The District School Board of Niagara undertakes not to change any existing policy or implement any new policy affecting the terms of employment and working conditions of members of the bargaining unit without prior consultation with OSSTF, District 22.

ARTICLE 6 PROBATIONARY PERIOD

- 6.01 A newly hired teacher shall be placed on a probationary period as follows:
- i) with fewer than **three (3)** years' teaching experience - two (2) years or twenty (**20**) months of actual teaching (excluding July and August)
 - ii with three (**3**) or more years' teaching experience - one (**1**) year or ten (10) months of actual teaching (excluding July and August).
- 6.02 In the event of the death of a teacher during the school year, the vacancy may be filled, for the balance of the school year only, by an occasional teacher.
- 6.03 The Board will provide each new probationary teacher with a copy of the current collective agreement and benefits handbook at the time of appointment.

ARTICLE 7 RESIGNATION OR RETIREMENT

- 7.01 (a) A teacher shall provide written notice by November 30, of the intention to terminate employment effective December 31 in a non-semestered school or at the end of the first semester, and by May 31 of the intention to terminate employment effective June 30 or August 31.

- (b) Teachers in their last school year of service prior to retirement may resign at any time provided written notice is given to the Board at least sixty (**60**) calendar days prior to the date of retirement.

7.02 The Board and a continuing education teacher (night school or summer school teacher of credit courses) shall give written notice to the other of not less than two (2) weeks should either wish to terminate the teacher's employment in that program prior to the end of the assignment. Such notice shall not apply in the event of termination for cause.

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

ARTICLE 8 TEMPORARY ASSIGNMENTS / TEACHERS-IN-CHARGE

8.01 A teacher may be appointed to the position of Acting School Administrator for a period of **less** than one (1) school year. The teacher has the right of refusal. For purposes of determining seniority, service in the acting position shall be considered as continuous service within the bargaining unit and the teacher shall continue to pay union dues in accordance with Article 3.01 during the period of the acting assignment.

8.02 Teacher-In-Charge (Short-Term)

A Teacher-In-Charge shall be defined as a teacher who is assigned to the position of Acting School Administrator during the absence of the entire school administration for a minimum of one-half (1/2) instructional day. A Teacher-In-Charge shall be compensated on the following basis :

\$12.50 per half day of assignment
\$25.00 per full day of assignment

The Teacher-In-Charge shall be responsible for the operation of the school and the discipline, safety and well-being of students. The Teacher-In-Charge shall not be responsible for the discipline or evaluation of bargaining unit members during the period of assignment.

8.03

Temporary Assignment Teacher (Long-Term)

- (a) A Temporary Assignment Teacher shall be defined as a teacher who is assigned to the position of Acting School Administrator during the long-term absence of a school administrator. The Temporary Assignment Teacher shall be compensated on the basis of Step 0 of the appropriate salary scale for administrator being replaced. The Temporary Assignment Teacher during the period of the assignment shall be responsible for the full duties of the administrator being replaced, save and except for the discipline or evaluation of bargaining unit members.
- (b) The teacher shall have the right to return to the teacher's original teaching position with five (5) days written notice to the appropriate Superintendent. Similarly, should the Board wish to terminate the temporary assignment before the originally scheduled date, the teacher will be furnished with five (5) days written notice.
- (c) In the case of a labour dispute involving the Bargaining Unit, at the request of the Bargaining Unit, the teacher shall return to the teacher's original teaching duties forthwith.

8.04

Where a classroom teacher is assigned to a position in accordance with Articles 8.02 and 8.03 above, an Occasional Teacher shall be engaged to cover the classroom teacher's instructional classes so that no other teacher has an increase in duties as a result of 8.02 or 8.03 above.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.01

A teacher shall not be discharged or disciplined except for just cause.

9.02

All teachers covered by this Agreement shall as a condition of employment remain members of the Ontario College of Teachers.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01

- (a) It is the mutual desire of the parties that a complaint of a teacher shall be addressed as promptly as possible and at the lowest administrative level possible.
- (b) A grievance shall be determined as any difference involving the

interpretation, application, administration, or alleged violation of any term, provision, or condition of this Agreement including any question as to whether a matter is arbitrable.

(c) A "party" shall be defined as :

i) the Bargaining Unit

ii) the Board.

(d) "Days" shall mean regular work days unless otherwise indicated.

10.02 (a) Each party shall agree to establish a "Grievance Committee" to act on its behalf.

(b) "Individual Grievance" shall mean a grievance instituted by the Bargaining Unit as a result of a complaint raised by one of its members.

(c) "Group or Policy Grievance" shall mean a grievance lodged by the Bargaining Unit on behalf of more than one of its members, all of whom are similarly affected by a general interpretation, administration, or alleged violation of any term, provision, or condition of this Agreement.

10.03 The parties may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance/arbitration procedure.

10.04 The time limits fixed in this grievance procedure may be extended by mutual consent of the parties to this Agreement.

10.05 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Agreement.

10.06 **Informal Stage**

Any dispute to be recognized as a grievance must first be discussed by the teacher or Bargaining Unit representative with the Principal or immediate supervisor. The teacher has the right to union representation at any meeting. If the grievor is unable to resolve the complaint, the Bargaining Unit may file a formal grievance at Step 1.

10.07 **Step 1**

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within twenty (20) days the Bargaining Unit may initiate a written grievance to the Director of Education. The Director of Education shall immediately notify the District Grievance Officer of the Superintendent in charge of the grievance. The appropriate Superintendent of Schools (or designate) shall answer the grievance within ten (10) school days after receipt of the grievance.

The written grievance shall contain :

- (a) a description of how the alleged dispute is in violation of the Agreement; and
- (b) a statement of the facts to support the grievance; and
- (c) the relief sought; and
- (d) the signatures of the duly authorized officials of the Bargaining Unit of District **22**, OSSTF.

10.08

Step 2

If no settlement is reached at Step 1, the Bargaining Unit of District **22**, OSSTF, may, within five (5) school days of receipt of reply of the appropriate Superintendent of Schools, refer the matter to the Director of Education. The Director of Education (or designate) and official(s) deemed relevant to the matter, shall meet with the Bargaining Unit President (or designate) and the Bargaining Unit Grievance Officer within ten (10) school days to consider the complaint. The Director of Education shall answer the complaint, in writing, within five (5) school days of the meeting.

10.09

Step 3

- (a) If no settlement is reached at Step **2**, the Bargaining Unit of District **22**, OSSTF, may within five (5) school days refer the matter to the Grievance Committee of the Board through the Director of Education. The Grievance Committee of District **22**, OSSTF shall present the grievance to the Grievance Committee of the Board at a meeting to be held within ten (10) school days of receipt of notice. The Grievance Committee of the Board shall answer the grievance, in writing, within five (5) school days of the meeting.

- (b) **A** policy grievance filed by the Board or the Bargaining Unit shall be dealt with by the respective Grievance Committees at a meeting to be held within twenty (20) school days of receipt of notice. The responding party shall answer the grievance with reasons, in writing, within five (5) school days of the meeting.

10.10

Arbitration

If the reply issued in Step 3 is unacceptable, either party may, within ten (10) school days of receiving the written reply, apply for arbitration and shall notify the other party in writing. Failure to proceed with notice for arbitration within the specified ten (10) school day period will result in forfeiture of rights to the arbitration procedure. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to an Arbitration Board. Where two (2) appointees are so selected, they shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be Chair. If the recipient of the notice fails to appoint an Arbitrator or if two appointees fail to agree upon a Chair within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear the grievance and shall issue a decision. The decision shall be final and binding upon the parties. The decision of the majority is **the** decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs. The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement. The single Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

Each of the parties shall bear the expenses of their nominee, and the parties shall jointly bear the expenses of the Chair/Sole Arbitrator.

10.11

Either party may request the presence of the grievor at any step of this procedure.

ARTICLE 11 QUALIFICATIONS FOR SALARY GRID PLACEMENT

- 11.01 Category classifications shall be those established by the Ontario Secondary School Teachers' Federation Certification Plan in effect on September 1, 2001, or any other plan which may be mutually agreed to by the parties.. For the purpose of salary categorization, the Board recognizes that the aforementioned Certification Rating Statement issued by the OSSTF Certification Board shall be final.
- 11.02 It shall be incumbent upon a newly appointed teacher to provide documented proof satisfactory to the Board in the form of a Group Certification Statement from the OSSTF as to his/her appropriate group classification. A teacher shall be placed in Group 1 until such time as documentation is submitted for examination and after which time the teacher shall receive the appropriate differential amount retroactive to the commencement of duties. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the school year in which the Certification Statement is received by the Board.
- 11.03 No newly hired teacher shall receive a salary higher than that being paid to a member of the incumbent staff having similar or equal qualifications, experience, related trade and business experience, and responsibility.
- 11.04 A teacher who qualifies for a change in group by reason of improved qualification shall receive the appropriate differential amount at the level in the higher group as follows :
- (a) Where a teacher qualifies on the basis of work completed prior to September 1 for a change in group, the adjustment will be made effective from the beginning of school in September of that year (retroactive where necessary) on submission of the proper documents to the Board.
 - (b) To qualify for an adjustment effective on September 1, the teacher must advise the Human Resources Department in writing by October 15 that he/she has completed the necessary work and must provide documentation by January 15.
 - (c) Where a teacher qualifies for a change in group on the basis of work completed after September 1 but before February 1, the adjustment will be made effective February 1 (retroactive where necessary).
 - (d) To qualify for an adjustment effective February 1, the teacher must advise the Human Resources Department in writing by February 15 that he/she has completed the necessary work and must provide documentation by May 31.

- (e) Notwithstanding the timelines set out in (b) and (d) for submission of documentation, the Board shall give due consideration to any special cases in which the teacher is unable to produce the required documentation through no fault of his or her own.

11.05 Teaching experience shall be understood to mean verified Ontario elementary or secondary teaching. In the event that a teacher holds an Ontario Teacher Certificate while teaching at a College of Applied Arts and Technology, Adult Training Center or similar institutions, such experience shall be considered in calculating years of teaching experience.

11.06 In cases where teaching experience has been on a part-time basis: full time for part of a year, or, as an Occasional Teacher, the principle of accumulation shall apply. Where the number of days of teaching experience, prorated where necessary, divided by 200 has a fractional part of 0.5 or greater, the whole number shall be increased by one. No more than one year's teaching experience for salary purposes may be gained during a single twelve-month period.

11.07 Teachers currently on staff shall be placed, effective September 1, at one level higher on the grid than the level at which they were on June 30 of the same year, subject to Article 11.06. Experience shall be credited as of September 1 of each year.

ARTICLE 12 CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY

12.01 On the first day of each school year a full-time teacher shall be credited an allowance of twenty (20) days sick leave and will be added to the teacher's accumulated sick leave days and carried forward from year to year. The sick leave credits for each teacher will be carried forward to the District School Board of Niagara from the predecessor Board's in existence prior to January 1, 1998.

12.02 A teacher employed for less than full-time or a full year shall be entitled to sick leave pro-rated on their term of employment.

12.03 The unused portion of sick leave shall accumulate from year to year to a maximum of three hundred (300) days. Teachers having sick leave accumulations in excess of three hundred (300) days as of August 31, 1998, under the provisions of the plan which applied to such teachers as of that date, shall have all such accumulated sick leave recognized. However, additional annual credits shall not be accumulated as long as the teacher's total sick leave accumulation remains in excess of three hundred (300) days.

12.04 Each teacher shall be supplied with a Statement of Cumulative Sick Leave Credits in September and upon termination of employment.

12.05 **Deductions**

- (a) After five (5) consecutive days of absence, no Sick Leave Credits shall be allowed unless a certificate is furnished to the Director of Education (or designate) by a physician or dentist, certifying the teacher's inability to attend to his/her duties due to personal illness or injury.
- (b) Notwithstanding the above, the Board may require a teacher to submit the certificate thereunder for a period of absence of less than five (5) days. The Board shall, if required, reimburse the teacher for the cost of obtaining a Certificate where the period of absence is less than five (5) days.
- (c) Only absence occasioned by illness or injury of the teacher shall be charged against the sick leave credit.
- (d) In cases where the absence is due to an accident compensable under the *Workplace Safety and Insurance Act*, as amended, or covered under any other type of accident insurance, for which the Board pays premiums, the period of absence to be charged against the credit shall be reduced to give effect only to the net salary paid by the Board.

12.06 Where a teacher who has been declared redundant is subsequently recalled, the teacher's sick leave account shall be credited with the number of sick leave credits to which the teacher was entitled at the time his/her employment was terminated.

12.07

Retirement Gratuity

- (a) Teachers continuously employed under the Secondary School Teachers' Collective Agreement with the Niagara South Board of Education on or before August 31, 1998 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (b) Teachers continuously employed under the Secondary School Teachers' Collective Agreement with the Lincoln County Board of Education on or before August 31, 1980 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (c) Teachers hired as of September 1, 1998 by the District School Board of Niagara or as of September 1, 1980 by the Lincoln County Board of Education shall not be entitled to a retirement gratuity.

12.08

In the event of the death of a teacher, entitled to a retirement gratuity in accordance with Article 12.07, such benefit, if not previously paid, shall be paid to the beneficiary named with respect to Group Life Insurance.

12.09

R.R.S.P. Allowance

- (a)
 - i) Teachers hired as of September 1, 1998 shall, upon completion of their probationary period, have the sum of \$2,640 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
 - ii) Teachers hired as of September 1, 2000 shall, upon completion of their probationary period, have the sum of \$2,691 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
- (b) Contributions made by the Board must remain in the plan until one of the following events :
 - i) termination of the employee;
 - ii) death of an employee;

iii retirement of the employee.

12.10 Recalled or rehired teachers who have previously received an R.R.S.P. from the Board shall not be eligible for a second R.R.S.P.

ARTICLE 13 LEAVE PLANS

13.01 The following absences will be without loss of sick leave credit, loss of salary, or loss of seniority :

(a) **Bereavement**

- i Up to a total of five (5) school days may be allowed per bereavement to attend the funeral of the following : father, mother, spouse, child, common-law spouse, or any other relative who resided in the household.
- ii Up to a total of three (3) school days may be allowed per bereavement to attend the funeral of the following : brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé(e)
- iii One (1) school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle.

In the case of extenuating circumstances, application may be made to the Director of Education (or designate) for additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

(b) **Examinations or Convocations**

A teacher, with the prior approval of the appropriate Supervisory Officer or Principal, may be absent from duty without loss of salary by reason of examinations and convocations as follows :

- i For the purpose of writing examinations, only **the** half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one-half day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.

- ii A half-day period is granted for a teacher to attend his/her own post-secondary graduation ceremony or the post-secondary graduation ceremonies of his/her son, daughter, husband, wife, or fiancé(e). In addition to the half-day period mentioned in the foregoing, one-half day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.

(c) **Jury Duty or Subpoena**

Each teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall receive all benefits providing that the employee pays to the Board, any fee exclusive of travelling allowance and living expenses, that he/she receives as a juror or witness.

(d) **Quarantine**

A teacher who is quarantined or otherwise prevented by an order of the Medical Health Authorities, from attending his/her duties because of exposure to a communicable disease.

(e) **Religious Holidays**

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of five (5) days in any one (1) year for the observance of religious holidays.

(f) **Adoption Leave / Paternity Leave**

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay when adoption leave under the *Employment Standards Act* is not taken and it is necessary for the teacher to attend on the day that an adoptive child is picked up or fathers attending on the day of the birth of their child.

(g) **Family Care Leave**

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of three (3) days in any one (1) year for the purpose of tending to the teacher's own children, parents or spouse in cases involving **serious** illness/injury.

(h) Special Circumstances

Absence involving unusual or extenuating circumstances may be referred to the Director of Education (or designate) for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence. Without limiting the generality of the foregoing, such requests for absences may include, but are not limited to :

- (a) attending a funeral other than in 13.01 above (up to one (1) day per occurrence);
- (b) bereavement as in 13.01 above where distance or circumstances warrant additional time.

13.02

Leaves of Absence

The Board may allow leaves of absences to teachers (including extended parental leave), and when such leave is granted the following conditions will apply :

- (a) Where a leave of absence is requested by a teacher, it shall mean a request for release from duty, with or without pay (according to the circumstances), for a stated period of time. Request for leave shall not exceed two (2) school years.
- (b) Fringe benefit payments shall be made on behalf of the teacher on leave, upon request, and subject to the agreement of the carrier(s), provided instalment payments **are** made to the Board by the teacher, quarterly, in advance.
- (c) Upon **return** to staff, annual salary increments shall **be** granted to the teacher for the period during which he/she was on leave with pay.
- (d) Upon **return** to staff, annual salary increments shall not be granted to the teacher for the period during which he/she was on leave without pay.
- (e) It shall be the responsibility of the teacher to notify the Human Resources Department of the Board, in writing, of his or her intention to **return** to teaching from an approved leave-of-absence at least thirty (30) days prior to the expiration of the leave.

13.03

Pregnancy/Parental Leave

Pregnancy/Parental Leave shall be granted according to the terms of the *Employment Standards Act* and in addition, the following conditions shall apply :

- (a) Exceptions to the terms of the Pregnancy/Parental Leave section of the *Employment Standards Act* may be made by mutual consent between the Board and teacher to extend a leave so that it is consistent with the organization of a particular school.
- (b) For Pregnancy Leave, and for Parental Leave for the purpose of Adoption, the Board shall compensate the teacher, through an Employment Insurance Commission approved Supplemental Employment Benefit Plan, for the two-week waiting period in an amount equal to the Employment Insurance Commission benefit that would be payable to the teacher during each week of benefit period.

13.04

Leave for District 22, OSSTF Officers

- (a) Upon application by District 22, OSSTF, leave will be granted for up to the equivalent of three (3) full-time teachers. Such leave will be granted for District 22 activities and must be submitted to the Board, wherever possible, by April 1 of the preceding school year.
- (b) Each teacher on leave shall receive regular salary and benefits, experience for grid placement and seniority. The Board will pay for the full cost of salary and contributions for benefit plans for the District 22 President. OSSTF, District 22 shall reimburse the Board for the full cost of salary and benefits for any additional Officers.
- (c) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved leave.

13.05

Leave for District 22, OSSTF Business

- (a) At the request of the District 22, OSSTF, the Board may excuse from teaching duties one or more teachers for the purpose of conducting official Federation business. Such leave shall be subject to prior arrangements with the Director of Education, the reasonable requirements of the timetable and the availability of occasional teachers to replace the teachers involved. Absences may be segments of either half-days or full-days but, in any event, the maximum time of such leave shall not exceed an aggregate maximum of forty (40) school days in each year, exclusive of negotiations between the parties.
- (b) Members of District 22, OSSTF, granted leave under 13.05 (a) shall suffer no loss of salary or benefits. District 22, OSSTF agrees to reimburse the Board for the full cost of any Occasional Teachers required to replace teachers on such leave.

13.06

Provincial Executive Leave

- (a) In the event that a member of District 22, OSSTF is elected or appointed to an office with the Provincial Executive of OSSTF, the Board agrees to give that teacher an indefinite leave of absence without pay.
- (b) It shall be the responsibility of the teacher to notify the Board of his/her election or appointment to the Provincial Executive by March 31. Similarly, a teacher returning to teaching from the Provincial Executive must notify the Board by March 31.
- (c) Sick leave credits shall accumulate during the time spent on leave, but when the teacher returns to the Board from leave, he/she shall be credited with the same number of accumulated sick leave credits that he/she had before going on leave.
- (d) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved absence.
- (e) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

13.07

Political Leave

- (a) In the event that a member of OSSTF, District 22 is elected to Provincial or Federal Parliament, the Board agrees to give that teacher a leave of absence without pay for the elected terms of office.
- (b) It shall be the responsibility of the teacher to notify the Board of his/her election within five (5) days of the results becoming official and request the granting of leave. Similarly, a teacher returning to teaching from such leave must notify the Board within five (5) days of leaving office and request placement at the earliest available opportunity in a position for which the teacher is qualified.
- (c) Sick leave credits shall not accumulate during the time spent on leave, but when the teacher returns to the Board from leave, he/she shall **be** credited with the same number of accumulated sick leave credits that he/she had before going on leave.
- (d) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved absence.
- (e) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

13.08

Part-Time Teaching Leave

- (a) A Part-Time Teaching Leave may be granted to a full-time teacher who has completed his/her probationary period and who offers to teach a part-time teaching load.
- (b) Application in writing (including the proposed length of the Leave) for a leave under this article should be made to the appropriate Supervisory Officer (or designate) prior to March 1, but in any case sixty (60) days prior to the date on which the leave is to commence. The leave will only be considered upon the written recommendations of the Principal and Superintendent, who shall be assured that the arrangement will result in the continued functioning of all duties involved in the position.
- (c) Subject to the redundancy provisions of this Collective Agreement, a return to a full-time teaching load similar to the position held prior to applying for the Part-Time Teaching Leave shall be guaranteed upon completion of the Part-Time Teaching Leave.

- (d) Part-Time Teaching Leaves are not available to teachers holding school leadership positions.

13.09

Return From Leaves

- (a) A teacher holding a leadership shall be guaranteed his/her former leadership position upon return from leave, provided that the position still exists and provided that the leave does not exceed one (1) year.
- (b) When a teacher holding a leadership position is on leave, the Board may fill the position on an acting basis.
- (c) Subject to the redundancy provisions of this Collective Agreement, if a leave is granted to a teacher, the teacher concerned shall be guaranteed a position similar to the position held prior to the granting of the leave on return to the system provided that a comparable position exists. Compensation for the leadership position will be at the rate as set out in Article 21.06 of this Agreement.

13.10

Teacher-Financed Leave

- (a) The teacher shall make arrangements with the Director of Education or designate for determining the year in which the leave is taken and the percentage of regular teaching salary to be held back for each year of teaching in the years prior to taking the leave.
- (b) The salary that is held back by the Board shall be placed in trust in the 'Civic Employees Credit Union or other approved financial institution, in the teacher's name and given to the teacher, along with accrued interest, in a manner agreed to by the Board and the teacher in the year in which the leave is taken. The teacher may choose to receive the payments on the regular payment schedule, outlined in Article 17 or by way of a lump sum, the method to be determined by the teacher at least one (1) month prior to the commencement of the leave. Any remaining balance in the teacher's trust account is to be paid in accordance with Article 17.
- (c) Subject to any limitations set out by the insurance carrier(s), employee benefits will be maintained during the leave of absence provided that the teacher reimburses the Board for the full cost of premiums.
- (d) If the teacher is declared redundant to the secondary panel during the years of salary hold back leading to a Teacher-Financed Leave under this plan, the Board shall pay to the teacher the full amount of salary withheld up to

that time along with any accrued interest, in a manner agreed to by the teacher and the Board.

- (e) If the teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the teacher the full amount of salary withheld up to that point, along with accrued interest, in a manner agreed to by that teacher and the Board. If the teacher dies prior to going on leave, the Board shall pay **the** full amount of salary and accrued interest on a date specified, in a manner agreed to by the Board and the executor(s) or administrator(s) of the estate.
- (f) If a teacher decides not to return to the Board following a Teacher-Financed Leave, the Board shall be notified as soon as possible of this decision and not later than May 31st of that year.
- (g) While a teacher is on a Teacher-Financed Leave, no sick leave time shall accumulate, but when the teacher returns to the Board from leave, the teacher shall be credited with the same number of accumulated sick leave days that were accrued before going on leave.
- (h) A teacher taking a Teacher-Financed Leave for a period of one (1) year or less shall be returned to the same teaching position from which he/she left before the leave, if the position still exists.
- (i) The Teacher-Financed Leave shall be treated as a year's teaching experience for seniority purposes with the **Board**, within the meaning of Article 14, but shall not entitle the teacher for increment for that year.
- (j) Teachers applying for a Teacher-Financed Leave will **be** sent a copy of the District School Board of Niagara Administrative Procedure 5-4 (Teacher Financed Leave Plan). The teacher shall be responsible for following the directions set out in the Administrative Procedure.

ARTICLE 14 SENIORITY

14.01

Seniority

- (a) Seniority shall be defined as uninterrupted teaching service with the District School Board of Niagara, including its predecessor Boards, attained since the last date of hire.
- (b) Last date of hire, for seniority purposes, shall be the first day of the month in which the Teacher began continuous, uninterrupted permanent or

probationary employment with the Niagara South Board of Education, Lincoln County Board of Education, or their predecessor Boards.

- (c) Continuous uninterrupted teaching service shall include active full-time and part-time permanent or probationary employment; time spent on approved leave-of-absences and time spent on a recall list in accordance with provisions or predecessor (Niagara South Board of Education and Lincoln County Board of Education) Collective Agreements.
- (d) Notwithstanding paragraphs (a), (b) and (c) above, under no circumstance is any teacher to have less/more seniority with the District School Board of Niagara than the teacher had with the predecessor Board (Niagara South Board of Education or the Lincoln County Board of Education) at the time of amalgamation of said predecessor Boards.
- (e) Where an elementary teacher attains employment as a teacher in the bargaining unit which this Collective Agreement covers, the seniority of such teacher shall include continuous, uninterrupted service as a teacher in the elementary panel of the District School Board or its predecessor Boards, immediately prior to attaining such employment. The transfer of teachers from the elementary to secondary panel will only occur if positions are available and if no qualified or deemed capable secondary teacher will be displaced as a result of the transfer. This clause shall stand as long as this arrangement is reciprocal with the elementary panel.
- (f) Where teachers have equal seniority, the order **of** seniority shall be determined by the following criteria taken in order as follows :
 1. Length of prior permanent or probationary teaching experience with the District School Board of Niagara or its predecessor Boards;
 2. Total number of years of permanent or probationary teaching experience in elementary and/or secondary teacher in Ontario;
 3. Total number of **years** of permanent or probationary teaching experience in elementary and secondary schools in Canada;
 4. By lot.

14.02

Termination of Seniority and Employment

The seniority of a teacher shall be terminated, and the teacher's

employment deemed at **an** end, for any of the following reasons :

- i the teacher resigns or retires,
- ii the employment of the teacher is terminated for just and sufficient cause,
- iii **the** teacher is not recalled within the recall period provided for in this collective agreement,
- iv the teacher, while on the recall list, twice refuses **an** equivalent time position for which the teacher is qualified,
- v the teacher, while on the recall list, accepts severance pay, as provided under the *Employment Standards Act* or in this Collective Agreement.

14.03

Application of Seniority

Surplus Determination

- (a) A staff reduction shall occur when the projected full-time equivalent number of teachers required for the following school year is **less** than the number of full-time equivalent teachers employed in the current school year.
- (b) If the number of teachers required is **less** than the number currently employed, the Board shall declare a number of teachers potentially redundant to the needs of the system equal to the potential staff reduction.
- (c) Teachers initially identified as being potentially redundant shall be notified in writing by the appropriate Superintendent of Schools as soon as practical after such identification. Such notice shall indicate that the teacher is being declared potentially redundant as a result of a necessary reduction in the number of teaching positions available for the subsequent year. A copy of such notice shall be provided to the Bargaining Unit.

14.04

"Redundant Teacher". When the staffing needs for the school system have been met subject to any requirements negotiated by the parties and the total number of teachers employed exceeds the total required, the number in excess is the number of teachers who may be declared redundant. Such teachers shall be the teachers with the least seniority.

- (a) All teachers identified as being redundant shall be placed on the recall list in seniority order.
- (b) A redundant teacher shall have a right of recall in order of seniority to an equivalent position subject to being qualified or deemed capable to fulfil the program needs and requirements of the vacant position, as determined by the Board. In the event that there are no such teachers, the Board shall offer **the** position in seniority order to redundant teachers who, in the judgement of the Board, will undertake to become qualified as soon as possible and not later than the following school year.
- (c) The right of recall shall extend for three (3) years commencing with the start of the school year for which the teacher has been declared redundant.
- (d) A teacher previously on a full-time assignment who accepts recall into a part-time assignment shall be entitled to a full-time position, subject to subsequent surplus determination and subject to (g) below.
- (e) Teachers on the recall list shall keep the Board and the Bargaining Unit informed in writing, of any change in qualifications and change of address and/or telephone number required by the Board to contact them for possible assignment.
- (f) Redundant teachers eligible to remain on the recall list shall notify the Board by **letter**, no later than March 1, that they wish to remain on the recall list.
- (g) No external hiring shall take place until positions have been offered to redundant qualified or deemed capable Bargaining Unit Members and then to qualified or deemed capable Bargaining Unit Members with **less** than full-time assignments. Where no qualified member applies, exceptions will be cleared through the Staff Allocation Committee.

14.05

Seniority List

- (a) By February 15, Seniority Lists will be developed by the Board indicating each teacher's name and current work location by order of seniority projected to **June 30th** of the current school year, as defined by this article. Copies of the Seniority List will be posted in each workplace location where members are employed. In addition, two copies will be forwarded to the local offices of the Bargaining Unit.

- (b) By February 28th, the Bargaining Unit will respond, in writing, to the Human Resources Department indicating any disagreement regarding the accuracy of the list.
- (c) By March 15th, the Bargaining Unit and representatives of the District School Board will meet, if required, to resolve any alleged discrepancies, prior to March 31st. Decisions made to resolve any discrepancies must be consistent with the terms of this article.

ARTICLE 15 PART-TIME TEACHERS

15.01 The salary of a teacher employed for less than a normal full-time assignment shall be pro-rated on the basis of the relationship that his/her workload bears to the work load of a full-time teacher over a full school year. The teacher shall enjoy all the benefits of this Agreement for which the teacher is eligible pro-rated to the ratio of time employed.

15.02 Part-time teachers shall be given the opportunity to increase their teaching time. Teachers requesting increased time will be given priority in the staffing process :

- i) in order of seniority;
- ii) subject to qualification on their Ontario College of Teachers certificate of qualification; and
- iii) subject to submission of **an** application form for increased teaching time by March 1 or another date as set by the SAC.

ARTICLE 16 MEDICAL PROCEDURES

16.01 (a) No teacher shall be required to carry out any of the following medical procedures : administer medication by injection, catheterization, tube **feeding**, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.

(b) Except as may be required under law, no teacher shall be required by the

Board to examine/diagnose pupils for communicable conditions or diseases.

- (c) While teachers are not required to perform the above procedures, they may volunteer to do so under the direction of the Principal.

ARTICLE 17 METHOD OF PAY

17.01 A teacher's annual salary for the contract year, as determined under Article 21, shall be paid as follows :

4,167% on the 15th and the last day of the months of September to August, provided that if the 15th or the last day falls on a Saturday, Sunday or Holiday Monday, then the salary payments will be issued on the preceding Friday.

Applicable payroll deductions will be made from each of the payments detailed above.

17.02 Notwithstanding the above, a teacher upon the termination of his/her employment with the Board shall, at that point have his/her salary adjusted in accordance with Article 17.03 to reflect the actual amount earned.

17.03 A teacher is entitled to be paid his/her annual salary in proportion to the sum of the total number of school days on which the teacher performs his or her duties (or is paid pursuant to this Agreement) bears to the sum of the total number of school days in the school year.

17.04 Prior to any adjustment to salary as a result of an overpayment or an underpayment, the Board official responsible for Human Resources (or designate), shall consult with the teacher to discuss the timing for the necessary adjustment.

ARTICLE 18 STAFF ALLOCATION AND WORK LOAD

18.01 The numbers which follow are for the 2000-2001 school year. The numbers for 2001-2002 are to be determined by staff generated under the funding formula for the 2001-2002 school year.

The F.T.E. classroom teaching staff assigned to credit courses shall be the number of F.T.E. staff required to provide for an average class size of all secondary school classes, in the aggregate, of 21 to 1 with a maximum teacher workload of 6.5 credit and 0.17 credit-equivalent courses, in accordance with the *Education Act* and Regulations thereunder.

For the purposes of this Article :

"classroom teacher" means a teacher who is assigned in a regular timetable to provide instruction in an eligible course to pupils;

"credit course" means a course or program in which a credit or part of a credit may be earned;

"credit-equivalent course" means a course or program that is prescribed as a credit-equivalent course by the regulations made under the *Education Act*;

"eligible course" means a credit course or a credit-equivalent course

- 18.02 The numbers which follow are for the 2000-2001 school year. The numbers for 2001-2002 are to be determined by staff generated under the funding formula for **the 2001-2002 school year, less up to eighteen (18) F.T.E. teachers.**
- (a) The number of F.T.E. classroom teachers assigned to credit courses shall be 825.0.
 - (b) The number of F.T.E. guidance teachers shall be equal to 2.6 times the Board's OPE divided by 1000. The number of F.T.E. guidance teachers shall be 39.5
 - (c) The number of F.T.E. teacher librarians shall be equal to 1.1 times the Board's OPE divided by 1000. The number of F.T.E. teacher librarians shall be 17.1.
 - (d) The number of F.T.E. staff allocated to credit courses, Guidance and to Library shall be assigned in the area for which it has been generated.
 - (e) The number of F.T.E. Special Education and ESL teachers shall be determined by the Board. The number, as well as Special Education and ESL funding data, shall be provided to the Staff Allocation Committee.
- 18.03 (a) Each full-time teacher shall be assigned a maximum of 1250 minutes of classroom instructional time, including TAP, every five (5) instructional days on average during the school year.

- (b) Each full-time classroom teacher shall be assigned a maximum of 6.67 credit and/or credit-equivalent courses, including TAP. All other full-time teachers shall be assigned an equivalent time for instructional and/or remedial duties.
- (c) In a semestered school, no classroom teacher shall be assigned more than 3.5 credit and/or credit-equivalent courses, and TAP, per semester. All other full-time teachers shall be assigned an equivalent time for instructional and/or remedial duties.

18.04 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 11:00 a.m. and 2:00 p.m.

18.05 Every effort shall be made to equitably distribute supervisions (formerly on-calls and supervisions) amongst the teaching staff assigned to the school. On-calls and supervisions shall be assigned by the Principal and will be limited to thirty (30) half-periods plus an additional five (5) half-periods in an emergency situation (an unforeseen situation that occurs during the course of the day). Such half-periods :

- (a) are to occur during the semester that the teacher is assigned 3.0 credit courses or equivalent, unless otherwise agreed to by the teacher,
- (b) are to be assigned such that no teacher does more than two (2) half-periods of supervisions per week, unless otherwise agreed to by the teacher.
- (c) are to be assigned so that a teacher is not assigned more than one-half (1/2) period supervisions in a day, unless otherwise agreed to by the teacher.

18.06 Instructional duties and supervisions of a part-time teacher shall be pro-rated in the same ratio that the part-time assignment bears to a full-time assignment.

18.07 (a) The maximum Pupil-Teacher Contacts (PTCs) for classroom teachers shall be based on the sum of the PTCs at October 31 for Semester 1 and PTCs at March 31 for Semester 2, and shall be :

Academic/Advanced Level	182
Applied/General/Open Level	163
Adult Credit Courses	195
Tech Studies	130
Essential/Basic/Specialized School to Work (academic)	130
Essential/Basic/Specialized School to Work (shops)	104

Note : In Co-operative Education Programs, class sizes and PTCs shall be based

on the number of credits.

- (b) A PTC total that exceeds the PTC maximum for a teacher by less than 5% is not grievable.

18.08 Class size guidelines shall be as follows :

Academic/Advanced Level	28
Applied/General/Open Level	25
Adult Credit Courses	30
Tech Studies	20
Essential/Basic/Specialized School to Work (academic)	20
Essential/Basic/Specialized School to Work (shops)	16

Any multi-level class shall be considered at the lower level if more than 10% of the students in the class are at the lower level.

ARTICLE 19 CONTINUING EDUCATION CREDIT COURSES

- 19.01 The parties agree that this Article sets out all rights and privileges for Continuing Education teachers who are teaching a credit course.
- 19.02 Teachers interested in teaching secondary Continuing Education Programs are invited to send in applications to the Continuing Education department.
- 19.03 Continuing Education positions will be awarded on the basis of qualifications and seniority. When two or more equally qualified bargaining unit members apply for the same position, the position will be awarded to the teacher with the most seniority.
- 19.04 The salary of Continuing Education teachers shall be \$34.66 per hour (including Vacation Pay under the *Employment Standards Act*).
- 19.04 The Board agrees that no Continuing Education teacher who is teaching a credit course shall be disciplined or discharged except for just cause.
- 19.05 The grievance procedure in Article 10 will apply to night school and summer school credit course teachers.
- 19.06 A seniority list will be developed for Summer School/Night School and distributed for correction and scrutiny at the same time as the seniority list for regular day-school teachers.

ARTICLE 20 STAFFING

20.01 Staff Allocation Committee

- (a) A System Staff Allocation Committee (SAC) shall be established consisting of two (2) principals' representatives and three (3) representatives of the bargaining unit and the Superintendent responsible for secondary staffing, who shall act as Chair. The purpose of this Committee will be to implement a staffing process in which the qualifications of teachers to meet the program needs of the system and seniority are considered.

- (b) The SAC shall operate on a yearly basis and shall hold meetings as required to :
 - i) annually review the previous year's staffing process, recommend procedural changes for the upcoming year provided such changes are consistent with the terms of this Collective Agreement, and establish process timelines for the upcoming year;
 - ii) monitor the entire staffing process;
 - iii) act as an appeal body to the staffing process;
 - iv) ensure that teachers have the qualifications necessary to meet the program needs; and
 - v) review the staff implications created by school closures and make process recommendations.

- (c) Information required by the SAC (i.e. enrolment projections on a school-by-school basis) shall be provided by the Board.

- (d) Upon receipt of the Official Projected Enrolment (OPE) for secondary schools, the SAC will :
 - i) distribute the number of teachers to be allocated for secondary schools;
 - ii) determine the number of teachers, if any, to be withheld from the initial allocation (staff pool) to be distributed to the schools or program area;

- iii) forward to each school principal or the Chair of each program area deployment guidelines and procedures for reporting deployment to the SAC.
- (e) Upon receipt of the individual school allocation and deployment guidelines from the SAC, each school principal, in consultation with his/her staff will assign staff in accordance with the *Education Act*, the provisions of this Collective Agreement, and the deployment guidelines as established by the SAC.
- (f) The SAC will then evaluate requests from school principals or the program areas for additional staff. The SAC shall allocate staff from the "pool" based on demonstrated need, prior to the commencement of the actual teacher placement process. If the "pool" is not assigned by request, the SAC shall determine the process for allocation of such staff. All staff allocated under this section shall be deployed for in-school purposes only.

20.02

- (a) As soon as practical, but no later than the second Friday in April, the Chair of the SAC shall convene a meeting of the SAC and all secondary school principals for the purpose of reviewing the system staffing needs, the staffing timelines, and to determine the names of the potentially redundant teachers. The Chair of the SAC will immediately inform, in writing, any teacher identified as potentially redundant in accordance with Article 14.04. In addition, principals will be required to identify vacant positions of responsibility for the purpose of immediately posting to the system such positions.
- (b) Before the last Friday in April, each school principal shall return to the Chair of the SAC the following :
 - (a) recommendations for vacant positions of responsibility; and
 - (b) vacant job postings.
- (c) The superintendent responsible for secondary staffing shall review the information received and will compile a job posting for all approved vacancies. A copy of the job posting shall be posted in each workplace where secondary teachers are assigned and a copy shall be forwarded to the President of OSSTF, District 22 Niagara. Such postings must be posted in the worksite for a minimum of seventy-two (72) hours, excluding weekends and holidays.

- (d) Subsequent to the initial job posting as referenced above, the SAC shall annually establish procedures to fill vacancies identified after the initial posting. Additional postings may be created or the SAC may direct the filling of positions from the list of potentially redundant teachers, **or** with new hires.
- (e) Before the Friday of the third week in May, the superintendent responsible for secondary staffing shall convene a meeting of the SAC and all secondary school principals to review the results of **the** process indicated in (d) above. Should staff, other than potentially redundant staff, remain unassigned at this time, the superintendent responsible for secondary staffing shall **ensure** that such teachers are assigned to suitable positions for which they are qualified.
- (f) In the event there is no position in the system for which a teacher is qualified, the teacher shall be placed **in** a position subject to being qualified and deemed capable to **fulfill** the program needs and requirements. The Board shall notify the teacher in writing, copy to the District Office, that they expect the teacher will undertake **to** become qualified as soon as possible and not later than two **(2)** years following. If the teacher has failed to undertake getting qualified, the teacher shall be declared redundant.
- (g) Any teacher, who as of May 31, continues to be considered as potentially redundant, shall **be** declared redundant to the needs of the school system and shall have their employment terminated by the District School Board of Niagara at the end of the current school year and shall be afforded recall rights in accordance with the provisions set out in this Collective Agreement.

20.03

School Closure

- (a) In the event of the closing of one (1) or more secondary schools, displaced staff will receive priority of placement in the staffing process.
- (a) Prior to and during the staffing process, consultation/interviews with all displaced staff will take place to provide information, options and to obtain preferences as to teaching assignment/geographical area.
- (b) The Staffing Allocation Committee (SAC) will establish and monitor the specific procedures as they are required.

20.04

In-School Staffing Advisory Committee

- (a) **An** In-School Staffing Advisory Committee shall be established and maintained from year to year in each secondary school, commencing with the staffing for the 2001-2002 school year.
- (b) An In-School Staffing Advisory Committee shall be comprised of the following school personnel :
 - two (2) representatives from the teaching staff of the school (one of whom shall be the Branch President or designate and the other to be determined by the staff),
 - the Principal,
 - a Vice-principal.
- (c) The Committee will review the number of staff allocated to the school during the staffing process by **the** Staff Allocation Committee (SAC).
- (d) The Committee shall provide input to the Principal with respect to section allocation within the school.
- (e) The Committee will review the method of staffing the school during the school year, including potential redundancy declarations, transfers, and the posting of vacancies.
- (f) The Committee shall meet at least three (3) times per year and shall report on its activities to the full school staff at the staff meeting next following any meeting of the In-School Staffing Advisory Committee.
- (g) The Committee will review the in-school staffing and will report, in writing, areas of concern and/or difficulty to the Staff Allocation Committee.

ARTICLE 21 SALARIES AND ALLOWANCE

- 21.01 (a) Each teacher shall be paid a basic annual salary in accordance with the teacher’s position on the appropriate Salary Scale as set out in Article 21.02 and where applicable such other allowances.
- (b) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of Continuing Education teaching experience for the purpose of grid placement.

21.02 (a) **Basic Salary Scale - Teachers**

Effective September 1, 2001

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	32,858	33,775	37,841	39,526
1	36,227	37,167	41,471	43,445
2	38,852	40,086	44,431	46,635
3	41,186	42,547	47,258	49,184
4	43,313	44,786	49,618	52,215
5	45,447	47,032	51,974	54,753
6	47,575	49,275	54,330	56,712
7	49,705	51,514	56,685	58,632
8	51,832	53,760	59,041	61,110
9	53,727	55,742	61,398	63,598
10	55,053	57,460	63,281	66,531
11			64,764	69,471

Effective February 1, 2002

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	33,187	34,113	38,219	39,921
1	36,589	37,539	41,886	43,879
2	39,241	40,487	44,875	47,101
3	41,598	42,972	47,731	49,676
4	43,746	45,234	50,114	52,737
5	45,901	47,502	52,494	55,301
6	48,051	49,768	54,873	57,279
7	50,202	52,029	57,252	59,218
8	52,350	54,298	59,631	61,721
9	54,264	56,299	62,012	64,234
10	55,604	58,035	63,914	67,196
11			65,412	70,166

(b) **Basic Salary Scale - Consultants**

Effective September 1, 2001

Years of Experience	Consultants
0	75,836
1	76,818
2	77,801
3	78,785
4	79,765

	80,747
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Effective February 1, 2002

Years of Experience	Consultants
0	76,594
1	77,586
2	78,579
3	79,573
4	80,563
5	81,555

21.03 In no case shall the basic salary paid including any additional amounts outlined in 21.04 exceed the teacher's category maximum as set out in the salary grid.

21.04 Related Trade or Business Experience

At the discretion of the Board, related trade or business experience may be recognized as teaching experience for salary grid placement on the following basis :

<u>No. of Years Related Trade or Business Experience</u>	<u>No. of Years Teaching</u>
0.5 to 3.4 years	1 year
3.5 to 6.4 years	2 years
6.5 or more years	3 years

The years calculated for related experience shall be those in excess of the years required to obtain entrance to an Ontario Faculty of Education. The onus shall be on the Teacher to produce evidence of such experience at the time of hiring. In cases where related experience has been for part of a year or on a part-time basis, the principle of accumulation shall apply. For teaching experience not eligible for years of experience for salary grid placement and therefore classified as Related Experience, "year" shall be considered as the academic year of the institution concerned and part-time

teaching pro-rated accordingly.

21.05

Post-Graduate Degrees

- (a) Teachers employed by the Board on August 31st, 1998 and in receipt of allowances for post-graduate degrees shall continue to be compensated for such degrees in accordance with the provisions of the Collective Agreement under which they were employed on August 31st, 1998.
- (b) Effective September 1, 1998, teachers shall be entitled to a one time payment of \$1,750 per post graduate degree upon the completion of the degree and providing documentation acceptable to the Board. Post graduate degrees shall be defined as a Master's degree, Doctorate degree or equivalent recognized by a Canadian university. The teacher shall qualify for only one Master's degree and only one Doctorate of Philosophy degree or equivalent. Such one time payment will only be available where the entire degree is in addition to the requirements for Category (Group) placement.

21.06

School Leadership Positions

- a) Schools with an Official Projected Enrolment (OPE) of 850 students or more shall have seven (7) Major Heads and five (5) Minor Heads.

Schools with an Official Projected Enrolment (OPE) of 550 to 849 students shall have five (5) Major Heads and six (6) Minor Heads.

Schools with an Official Projected Enrolment (OPE) of less than 550 students shall have four (4) Major Heads and six (6) Minor Heads.

Community Education/Adult Programs shall have an aggregate of four (4) Major Heads and six (6) Minor Heads.

All school shall have a Computer Site Manager appointed by the Principal and compensated as a Minor Head.

- b) The annual allowance for a Major Head shall be \$2,100.

The annual allowance for a Minor Head shall be \$1,150.

- c) To hold a position of added responsibility, the Teacher must be scheduled for more than half-time and be assigned to the school on a daily basis for the full school year.
- d) The school Principal, in consultation with the staff, shall determine the Positions of Responsibility from the list of designated subject areas. The Principal may combine designated subject areas to create umbrella headships.
- (e) The following shall be considered designated subject areas for **the** purposes of this Article :

Arts	Business
Geography	English
Languages	Health & Physical Education
Mathematics	Science
Social Sciences	Canadian & World Studies (History)
Guidance	Special Education
Technology	
- (f) The Major Head/Minor Head designations will be based on section numbers.

ARTICLE 22 EMPLOYEE BENEFITS

22.01 It is agreed that the Board will maintain the following employee benefit plans as set out in the Summary **of** Benefits **for** Secondary School Teachers (dated January 1,2000) :

- a) Basic, Optional and Dependent Group Life Insurance
- b) Extended Health Insurance
- c) Semi-Private Hospital Insurance
- d) Dental Insurance

22.02 In making available the benefit plans set out in this Article available to teaching staff, the Board has not agreed to act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies issued shall govern each plan.

22.03 As a condition of employment, teachers are required to participate in the Ontario Teachers' Insurance Plan for Long-Term Disability Insurance and

shall contribute 100% of the required Premiums.

22.04

The Board shall contribute to the premium costs for full-time teachers as per the following :

Effective Jan. 1,
2001

Basic Life Insurance
(\$80,000. of Insurance -
effective September 1,
2000)

\$.194 per month per
\$1000 of insurance

(\$40,000. of Insurance -
Board Paid - effective
January 1, 2001 and
\$40,000. of Insurance -
Employee Paid - effective
January 1,2001)

Extended Health
Insurance

\$47.57 per month
for single coverage
OR
\$110.49 per month
for family coverage

Semi-Private Hospital

\$3.97 per month
for single coverage
OR
\$13.40 per month
for family coverage

Dental Insurance

\$35.09 per month
for single coverage
OR
\$98.02 per month
for family coverage

22.05

In accordance with the agreement established by the Joint Employee Benefits Committee, as set out in Article 22.03 of the 1998-2000 Collective Agreement, the individual teacher shall be responsible for the

monthly premium costs in excess of the levels set out in 22.04 above as well as those required for additional optional levels of Group Life Insurance and Dependent Life Insurance.

22.06 The Board's contribution toward premium costs for Extended Health and Dental Insurance shall be pro-rated for part-time teachers in accordance with Article 15.01.

ARTICLE 23 TRAVEL ALLOWANCE

23.01 Teachers required to travel in the performance of their regular duties shall be compensated according to the terms and conditions set out in the applicable Board policy.

The foregoing is the 2001-2002 Collective Agreement between the District School Board of Niagara and the Ontario Secondary School Teachers' Federation, District 22.

Dated at St. Catharines, Ontario this _____ day of _____, 2001.

Signed on behalf of the District School Board of Niagara :

E. Fulford, Chair

W. R. McLean, Director of Education
and Secretary

Signed on behalf of OSSTF, District 22 :

LETTER OF INTENT No. 1
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 22

It is the intention of the Parties that :

1. The length of the school year for 2001-2002 and 2002-2003 shall be the minimum required under the *Education Act* (currently 194 days).
2. Teachers shall not be required to work any days preceding the start of the 2001-2002 and 2002-2003 school year for students.
3. For the school years 2001-2002 and 2002-2003, teachers who are requested by the Principal or Supervisory Officer and agree to carry out administrative duties prior to the start of the school year for students or during the Christmas or March Break for students

shall receive an equivalent number of compensating days during the school year to be scheduled at times mutually agreed by the Principal or Supervisory Officer and the teacher.

On behalf of
OSSTF District 22

On behalf of
District School Board of Niagara

Signed at St. Catharines, Ontario this _____ day of _____, 2001.

LETTER OF INTENT No. 2
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 22

Both Parties recognize the importance of the District School Board of Niagara being able to compete with other Boards regarding the hiring and maintaining of qualified teachers. Therefore, subject to the Provincial Government indicating that changes to Related Trade and Business Experience for grid placement are permissible, both Parties shall meet forthwith to negotiate changes to Related Trade and Business Experience in conjunction with grid experience placement within the allowable parameters.

On behalf of
OSSTF District 22

On behalf of
District School Board of Niagara

Signed at St. Catharines, Ontario this _____ day of _____, 2001.

LETTER OF INTENT No. 3
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 22

If **the** Provincial Government passes legislation or implements regulations that allow a different interpretation of, or changes to, the mandated 6.5 classes per teacher workload, then both Parties shall meet forthwith to negotiate teacher workload clauses for the 2001 - 2002 Collective Agreement, under the provisions of the legislation/regulations. Further, teachers who have reduced their timetable by 0.5 shall be allowed to reassess their situation and change their timetable back to a full timetable.

On behalf of
OSSTF District 22

On behalf of
District School Board of Niagara

Signed at St. Catharines, Ontario this _____ day of _____, 2001.

Letter of Agreement

between

The District School Board of Niagara

and

The Ontario Secondary School Teachers' Federation, District 22

Re : Article 18 - Staff Allocation and Workload

The parties agree that this letter is an interim agreement to facilitate staffing for September, 2001 and shall remain in full force and effect until August 31, 2002.

It is agreed that the terms of this letter shall be adhered to by both parties and that the parties

shall comply with **the** September 1, 2001 - August 31, 2002 Collective Agreement, except for **the** items addressed in this letter.

ARTICLE 18 STAFF ALLOCATION AND WORKLOAD

- 18.01 Each full-time teacher shall be assigned a maximum of 1250 minutes for each five **(5)** instructional days on average over the school year. Unassigned time shall be available to the teacher for preparation and marking.
- 18.02 All full-time classroom teachers, including Special Education and ESL teachers who deliver credits, will be assigned time-tabled duties consisting of credit courses, credit-equivalent courses, special duties (hereinafter defined as guidance, library, and information technology support) as defined in the Regulations made under the *Education Act*, TAP, on-calls, supervision, and remedial time to reach a maximum of **6.67** eligible program workload as defined in the Regulations made under the *Education Act*.
- 18.03
- i. As part of the **6.67** eligible program workload, full-time classroom teachers shall be assigned **.67** equivalent programs comprised of TAP, remedial time, supervision and on-calls. The assignment of such duties shall not exceed **.42** of the aggregate system workload assignments.
 - ii. No full-time classroom teacher shall be assigned more than 3.0 eligible programs per semester without the mutual consent of the Principal, the teacher and the Bargaining Unit President. Of the 3.0 eligible programs, no more than two **(2)** half-credit courses may be assigned without the mutual consent of the Principal, the teacher and the Bargaining Unit President.
- 18.04 Notwithstanding Article 18.01 and 18.02 above, full-time Library, Guidance, Co-operative Education, Special Education teachers who do not deliver credits, Alternative Learning and teachers of specialized programs (such as BRIDGE), may be fully assigned to an unstructured timetable in their areas during the instructional day, with appropriate breaks, morning and afternoon. Teachers assigned in this manner shall not be assigned any other duties.
- 18.05 A teacher with a mixed schedule of classroom and non-classroom instruction may be assigned to a maximum teacher workload proportional to the fraction of their classroom and non-classroom assignments.
- 18.06 All part-time classroom teachers shall have their assigned duties and pay pro-rated to a full-time classroom teacher assignment.

18.07 No teacher shall be assigned other duties during the school day in addition to those set out in Articles 18.01 to 18.05 above and Article 18.11 below.

18.08 Each teacher shall have a lunch break of forty (40) consecutive minutes between classes free from assigned duties.

18.09 No classroom teacher shall be allocated assigned time over a continuous interval exceeding 225 minutes excluding travel time between classes or breaks.

18.10 Teachers shall be assigned no more than an average of thirty (30) minutes per week of TAP over the school year. Instructional materials for TAP will be provided to the teachers.

18.11 i. Every effort shall be made to equitably distribute supervisions and on-calls amongst teaching staff assigned to the school.

(ii) No teacher shall be assigned more than one-half (1/2) period of supervision and/or on-call per day to a maximum of three (3) per week. If a teacher is assigned three (3) half-period supervisions and/or on-calls in a week, the following week the teacher shall be assigned a maximum of two (2) supervisions and/or on-calls.

iii Each teacher shall have a maximum of thirty-five (35) worked on-calls per year.

iv Any scheduling of supervisions, on-calls, TAP and remedial time outside the school day must be with the mutual consent of the teacher, the Principal and the Bargaining Unit President.

18.12 Supervisions/on-calls may be scheduled in blocks, subject to the agreement of the teacher, the Principal and the Bargaining Unit President.

18.13 (a) The maximum Pupil-Teacher Contacts (PTCs) for classroom teachers shall be based on the sum of the PTCs at October 31 for Semester 1 and PTCs at March 31 for Semester 2, and shall be :

Academic/Advanced Level	180
Applied/General/Open Level	162
Adult Credit Courses	180
Tech Studies	120
Essential/Basic/Specialized School to Work (academic)	120
Essential/Basic/Specialized School to Work (shops)	96

- ii i In Co-operative Education Programs, class sizes and PTCs shall be based on the number of credits (not students).
- ii There shall be one (1) full time equivalent teacher assigned to Co-operative Education for every 85 F.T.E. students (170 credits) enrolled in Co-op.
- (b) A PTC total that exceeds the PTC maximum for a teacher by less than 5% is not grievable.

18.14

Class size guidelines shall be as follows :

Academic/Advanced Level	30
Applied/General/Open Level	27
Adult Credit Courses	30
Tech Studies	20
Essential/Basic/Specialized School to Work (academic)	20
Essential/Basic/Specialized School to Work (shops)	16

Any multi-level class shall be considered at the lower level if more than 10% of the students in the class are at the lower level.

**On behalf of
OSSTF, District 22**

**On behalf of
District School Board of Niagara**

Signed at St. Catharines, Ontario this _____ day of _____, 2001.

**Letter of Intent
between
The District School Board of Niagara
and
The Ontario Secondary School Teachers' Federation, District 22**

Re : **Article 21.04 - Related Trade or Business Experience**

The Board agrees to pursue the Letter of Intent No. 2, dated April 12, 2001, (regarding Related Trade or Business Experience) in recognition of the importance of the District School Board of Niagara being able to compete with other Boards regarding the hiring and maintaining qualified teachers.

**On behalf of
OSSTF, District 22**

**On behalf of
District School Board of Niagara**

Signed at St. Catharines, Ontario this _____ day of _____, 2001.