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EFF	2004 09 01
TERM	2008 08 31
No. OF EMPLOYEES	1005
NOMBRE D'EMPLOYÉS	1005

AGREEMENT

Between

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

*ASD
12/12*

and

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

September 1, 2004 - August 31, 2008

DISKETTE

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DISTRICT SCHOOL BOARD OF NIAGARA
and
OSSTF, District 22**

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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 OSSTF, District 22, 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 OSSTF 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 OSSTF, District 22, 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 OSSTF, District 22.

ARTICLE 4 DURATION AND RENEWAL

4.01 This Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 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 OSSTF, District 22 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) A newly hired teacher shall serve a probationary period of actual teaching of one **(1)** year with an extension for absences exceeding **thirty** (30) days in the probationary year. It is understood that the extension is equal to the number of days absent.

"Actual teaching" is defined as an accumulation of 0.67 or more teaching experience "under contract". This will be calculated at the end of each semester.

(b) When, in the opinion of the Board, the performance of the teacher does not meet expectations, the Board reserves the right after consultation with OSSTF, District 22 to extend the probationary period **up** to a maximum of (1) additional year.

6.02 In the event of the death of a teacher during the school year, the vacancy shall be filled, for the balance of the school year only, by an occasional teacher.

ARTICLE 7 RESIGNATION OR RETIREMENT

7.01 (a) A teacher shall provide written notice by November 30, of the intention to terminate employment 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 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 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 :

\$13.00 per half day of assignment

\$26.00 per full day of assignment

The parties agree that a Teacher-In-Charge may assume the daily routine administrative duties of a principal or vice-principal on a temporary or scheduled basis. The Teacher-In-Charge shall not be responsible for the discipline or evaluation of bargaining unit members during the period of assignment.

8.02 Temporary Assignment Teacher (Long-Term)

- (a) 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. A teacher appointed as Acting School Administrator will apply for a personal leave of absence for the **time** involved. In the new capacity as School Administrator, the teacher may not discipline or evaluate teachers but shall perform all other duties of that position. During the leave, the teacher will not pay federation dues. At the end of the term appointment he/she will return to the Bargaining Unit along with his/her seniority up to the beginning of the leave.

- (b) 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 the 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.

- (c) 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.

8.03 Where a classroom teacher is assigned to a position in accordance with Articles 8.01 and 8.02 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 8.01 or 8.02 above.

ARTICLE 9 DISCIPLINE AND DISCHARGE

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

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 of opinion 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 on behalf of 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 being 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 OSSTF representation at any meeting. If the grievor is unable to resolve the complaint within (5) school days, 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) school 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 signature(s) of the duly authorized official(s) of the Bargaining Unit of OSSTF, District 22.

10.08

Step 2

If no settlement is reached at Step 1, the Bargaining Unit of OSSTF, District 22, may, within ten (10) 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 OSSTF, District 22, may within ten (10) school days refer the matter to the Grievance Committee of the Board through the Director of Education. The Grievance Committee of OSSTF, District 22 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 respond to the grievance, in writing, within five (5) school days of the meeting.
- (b) A policy grievance may be filed by the Board or the Bargaining Unit beginning at Step 3. A meeting shall 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

10.10 Arbitration

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.

10.12 **Grievance Mediation/Arbitration**

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The time lines in the grievance/arbitration procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the time lines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs

associated with the grievance mediation procedure in this article.

ARTICLE 11 QUALIFICATIONS FOR SALARY GRID PLACEMENT

- 11.01 All teachers covered by this Agreement shall **as** a condition of employment remain members of the Ontario College of Teachers.
- 11.02 Category classifications shall be the current classification structure as established by the Ontario Secondary School Teachers' Federation Certification Plan. For the purpose of salary categorization, the Board recognizes that the aforementioned Certification Rating Statement issued by the OSSTF Certification Board shall be final.
- 11.03 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.
- 11.04 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.
- 11.05 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 for a change in group on the basis of work completed after June 30th but before September 1st, the adjustment will be made effective September 1st. In order to qualify for the adjustment the teacher must provide documentation to the Human Resources Department by January 15th.
 - (b) Where a teacher qualifies for change on the basis of work completed after September 1st but before February 15th, the adjustment will be made retroactively to February 1st. In order to qualify for an adjustment

effective February 1st, the teacher must provide documentation to the Human Resources Department by May 31st.

- (c) Where a teacher qualifies for a change in group on the basis of work completed after February 15th but before June 30th the adjustment will be made retroactively to May 1st. In order to qualify for an adjustment effective May 1st, the teacher must provide documentation to the Human Resources Department by September 30th.
- (d) Notwithstanding the timelines set out in (a), (b) and (c) 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.

11.06 Teaching experience shall be understood to mean verified 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.

11.07 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 194 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.

11.08 Teachers currently on staff shall be placed, effective September 1st, at one level higher (up to the maximum) on the grid than the level at which they were on June 30 of the same year, subject to Article 11.07. Experience shall be credited as of September 1st 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 Boards in existence prior to January 1, 1998.

12.02 A teacher employed for less than full-time or less than a full year shall be entitled to sick leave pro-rated to their workload, as defined under the *Education Act*, and accompanying regulations.

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 **Deductions**

- (a) After five (**5**) consecutive days of absence, no Sick Leave Credits shall be **allowed** unless a medical 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. ~~Updated~~ medical information specifically outlining limitations and restrictions may be required for the purposes of accommodation. The Board shall, if required, reimburse the teacher for the cost of obtaining such documentation.
- (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 medical 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.

12.05 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.

12.06 **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.

12.07 In the event of the death of a teacher, entitled to a retirement gratuity in accordance with Article 12.06, such benefit, if not previously paid, shall be paid to the beneficiary named with respect to Group Life Insurance.

12.08 **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.

- iii) Teachers **hired** as of September 1, 2003 shall, upon completion of their probationary period, have the sum of \$2,772 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
- iv) Effective September 1, 2004, the R.R.S.P. amount shall be adjusted to \$2,827 plus the negotiated end-rate salary increase. This amount will be placed in an individual account with the OTG Financial Registered Retirement Savings Plan according to Revenue Canada regulations.
- v) Effective September 1, 2005, the R.R.S.P. amount shall be adjusted on an annual basis to reflect the negotiated end-rate salary increase.

12.09 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 :

(d) **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 parent, parent-in-law, child, stepchild, child of a common law partner, 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, or attending a court appearance having to do **with** custody issues **pertaining** to a child for whom the teacher has responsibility, 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 spouses 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, spouse, parent-in-law, or any other relative who resides in the household, 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 :

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

(i) **Hazardous Weather**

A teacher who is unable to arrive at his/her workplace due to hazardous weather shall communicate by telephone to his or her principal or vice-principal. Such communication must include the current situation and probability of getting to work at a later 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/Adoption Leave

Pregnancy/Parental/Adoption 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/Adoption Leave section of the Employment **Standards** Act 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) The Board shall provide for teachers on **pregnancy** leave a supplementary employment benefits plan. Effective September 1, 2004, the plan will pay an amount **equal** to the Employment Insurance benefit that would be payable to the teacher during the two week waiting period for Employment **Insurance** pregnancy benefits under E.I. laws and regulations and provided that they provide documentation to the Board.

Effective September 1, 2005, the plan will pay **an** amount equal to 100% of the teachers regular salary during the mandatory two week waiting **period** for Employment Insurance pregnancy benefits, provided that the teacher is eligible for pregnancy benefits under E.I. laws and regulations

and provided that they provide documentation to the Board. The Board will provide a **further** top up equivalent to the difference between what an employee receives from E.I. and 80% of the Member's regular salary during the **further six (6)** week period. The top up payment from the Board will be payable to the Member only for those days during the two (2) week waiting period and the six (6) week top up period which fall on regular school days (maximum forty (40) days).

If not eligible for E.I., in accordance with Article 12.05(a), the member will be entitled to regular compensation from their sick leave bank, if requested, for a maximum of **thirty (30)** workdays.

- (c) The Board shall provide for teachers on parental/adoption leave a supplementary employment benefits plan. Effective September 1, 2004, the plan will pay an amount equal to the Employment Insurance benefit that would be payable to the teacher during the two week waiting period for Employment Insurance pregnancy benefits under E.I. laws and regulations and provided that they provide documentation to the Board.

Effective September 1, 2005, the plan will pay an amount equal to 100% of the teacher's regular salary during the mandatory two week waiting period for Employment Insurance parental/adoption benefits, provided that the teacher is eligible for parental/adoption benefits under E.I. laws and regulations and provided that they provide documentation to the Board. The top up payment from the Board will be payable to the Member **only** for those days during the two (2) week waiting period which fall on regular school days (maximum ten (10) days).

13.04

Leave for OSSTF, District 22 Officers

- (a) **Upon** application by OSSTF, District 22, 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 June 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 (or the equivalent) 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 OSSTF, District 22 Business

- (a) At the request of the OSSTF, District 22, 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 0.33, 0.67 or full days but, in any event, the maximum time of such leave shall not exceed **an** aggregate **maximum** of fifty (50) school days in each year, exclusive of negotiations between the parties.
- (b) Members of OSSTF, District 22 granted leave under 13.05 (a) shall suffer no loss of salary or benefits. OSSTF, District 22 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 OSSTF, District 22 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 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.

13.07

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 111-timeteacher 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 position 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 shall 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 PenFinancial 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 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.

13.11

Family Medical Leave

- (a) The Board, upon notification from the member, shall grant an unpaid Family Medical Leave under the *Employment Standards Act, 2004* for up to eight (8) weeks in duration. The teacher shall provide written notification as soon as possible. The teacher shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the *Employment Standards Act, 2004*) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.
- (c) A teacher on Family Medical Leave shall continue to accrue credit for seniority, sick leave and grid experience.
- (d) Subject to the agreement of the carrier(s), the Board shall continue to make its contribution to the premium costs of the benefits plan, provided the teacher contributes his/her premium contributions, unless the teacher elects, in writing, not to do so.
- (e) The duration of the Family Medical Leave is as defined in the *Employment Standards Amendment Act, 2004 (Family Medical Leave)*.

- (f) A teacher **returning** from Family Medical Leave to active employment shall be reinstated to the position which the member held prior to the leave. Notwithstanding this provision, the member's return to active employment is subject to Article 14.

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 District School Board of Niagara, 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 of 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 of Niagara 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 schools in Ontario;
 3. Total number of years of permanent or probationary teaching experience in elementary and secondary schools in Canada;
 4. **By lot.**
- (g) Notwithstanding the above, effective September 30, 2005, seniority for newly hired teachers shall be defined as the length of uninterrupted teaching service with the District School Board of Niagara as a secondary teacher and a member of this bargaining unit. Article 14.01 (e) shall expire on September 30, 2005.

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

Surplus To School

- (a) When a school is deemed to be overstaffed, teachers will be declared surplus to their school after consultation with the school's ISSAC committee and Principal. Factors to be considered will include: program

needs and then seniority within qualifications,

- (b) If any party disagrees with the decision, the matter will be referred to the Bargaining Unit, which will present the case to the Superintendent of staffing.
- (c) The decision of the Superintendent ~~of Staffing~~ is final.

14.04

Potential Redundancy Declaration

- (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 at a date to be determined by **SAC** 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 at a date to be determined by **SAC**. 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.

14.05

Redundant Teachers(s)

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 conditional on **being** qualified in

the subject area(s). In the event that there are no qualified teachers, the Board may 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 members and then to qualified members with less than full-time assignments. Where no qualified member applies, exceptions will be cleared through the Staff Allocation Committee.
- (h) A teacher who has been declared redundant and has not been placed in accordance with the provisions of the collective agreement shall, upon application, be added to the Occasional Teachers' List until the end of the recall period or a placement, whichever comes first.

14.06

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.

14.07

Teacher Exchange and Transfers Across Panels

- (a) A secondary teacher who is granted an exchange with a teacher in the elementary panel or who is successful in obtaining a transfer to the elementary panel shall be considered on an approved leave of absence from the Bargaining Unit, and the Board shall not deduct any OSSTF fees for the duration of the exchange or transfer.
- (b) The teacher shall become a statutory member of the Elementary Teachers Federation of Ontario for the duration of the leave.
- (c) Upon returning to the Bargaining Unit from the leave, the teacher shall have restored all seniority accrued up to the last day worked prior to the commencement of the leave.
- (d) The exchange must be made by the mutual consent of the teacher(s), the principals of both schools, the Bargaining Unit and the Supervisory Officer(s).
- (e)
 - i) An exchange or transfer shall be for a period not to exceed one (1) school year. After the exchange or transfer, the teacher shall have the right to return to the same school and the same position subject to the conditions of Articles 14.03 and 14.04 of the Collective Agreement.
 - ii) For purposes of surplus/redundancy declaration during the year of the exchange or transfer, any teacher on an exchange or transfer defined in 14.06 (a) will be the responsibility of the originating school.
- (f) No transfers shall be approved until all unassigned contract staff have been placed.
- (g) The exchange or transfer may be renewed for a second year provided that there is

a continued mutual consent of all parties and the preceding requirements are met.

- (h) With the mutual consent of the teacher(s), the Board and the Bargaining Unit, the exchange may become permanent provided that this does not cause any surplus or redundancy in the first year that the exchange or transfer becomes permanent.

ARTICLE 15 PART-TIME TEACHERS

15.01 The *salary* of a teacher having less than a full-time assignment shall be pro-rated on the basis that his/her workload bears to the workload of a full-time teacher, as defined in Article 18.01, 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 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 medical procedures.
 - (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. The Board shall assume all liability under these conditions.

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 Each full time teacher will be assigned a **maximum** of six (6.0) periods. Unassigned time shall be available to the teacher for preparation and planning.
- 18.02 In addition, each full-time teacher may also be assigned up to the following maxima half-period Alternative Professional Assignments (APA) comprised of either on-calls, supervisions, student mentoring and/or teacher mentoring based on seventy-five (75) minute periods or equivalent.
- (a) Off-Site Alternative Education Teachers, Special Needs Teachers,

Section 20 Teachers and Cooperative Education Teachers will be assigned up to the following maxima Alternative Professional Assignments comprised of student mentoring :

- i) 2005-2006 (~~64~~half periods)
 - ii) 2006-2007 (61 half periods)
 - iii) 2007-2008 (58 half periods)
- (b) Department Heads will be assigned Alternative Professional Assignments comprised of Teacher Mentoring on the basis of one-half (%) period per department section from a **minimum** of ten (10) to a **maximum** of twenty-five (25). (For example, a Department Head with 8 sections will be assigned 10 Teacher Mentoring Alternative Professional Assignments, a Department Head with twelve (12) sections will be assigned 12 Teacher Mentoring Alternative Professional Assignments, and a Department Head with 37 sections will be assigned 25 Teacher Mentoring Alternative Professional Assignments.)
- (c) Department Heads **may** be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls and supervisions.
- i) 2005-2006 (~~64~~half periods less those assigned in Article 18.02 (b) with a maximum of 29 on-calls)
 - ii) 2006-2007 (61 half periods less those assigned in Article 18.02 (b) with a maximum of 28 on-calls)
 - iii) 2007-2008 (58 half periods less those assigned in Article 18.02 (b) ~~with~~ a maximum of 27 on-calls)
- (d) All other teachers may be assigned up to the following **maxima** Alternative Professional Assignments comprised of on-calls and supervisions.
- i) 2005-2006
 - 29 half-period on-calls
 - 35 half-period supervisions

ii) 2006-2007

- 28 half-period on-calls
- 33 half-period supervisions

iii) 2007-2008

- 27 half-period on-calls
- 31 half-period supervisions

- 18.03 (a) Every effort shall be made to equitably distribute supervisions and on-calls amongst teaching staff assigned to the school.
- (b) No teacher shall be assigned more than one-half (1/2) period of supervision and/or on-call and/or teacher mentoring per day to a maximum of two (2) per week.
- 18.04 (a) The Principal in consultation with the ISSAC shall determine the school needs for Additional Professional Assignments which shall be equitably assigned amongst the teaching staff. The Principal and the ISSAC may review and revise assignments to address school needs, as long as the assignments remain equitable and in compliance with the parameters set out in this article.
- (b) Supervisions and/or on-calls may be scheduled in blocks, subject to the agreement of the ISSAC.
- (c) Notwithstanding the above, Co-op, Special Needs, Alternative Learning Program and Section 20 teachers may be assigned their Additional Professional Assignments in the form of student mentoring.
- 18.05 All part-time teachers shall have their assigned duties and pay pro-rated to a full-time teacher assignment as defined in Article 18.01.
- 18.06 No teacher shall be assigned other duties during the school day in addition to those set out in Article 18.01 through 18.03 above.
- 18.07 Any scheduling of supervisions outside the school day must be with the mutual consent of the teacher, the Principal and the Bargaining Unit President.
- 18.08 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.

18.09 No classroom teacher shall be allocated assigned time over a continuous interval exceeding two-hundred and twenty-five (225) minutes, excluding travel time between classes or breaks.

18.10 (a) For the 2005/2006 school year, class size maxima will be :

Grades 9 and 10		Grades 11 and 12	
Academic (D)	32	University (U)	34
		University/ College (M),	33
Applied (P)	26	College (C)	29
		Workplace (E)	26
Open (O) (include Computer & Information Technology)	30	Open (O) (include Computer & Information Technology)	30
Broad-Based Technology (T) (except Computer & Information Technology)	23	Broad-Based Technology (T) (except Computer & Information Technology)	23
Open (O), Essential (K) at SSTW sites (Academic)	23	Open, (O), Workplace (E) at SSTW sites (Academic)	23
Open (O), Essential (K) at SSTW sites (Shops)	19	Open (O), Workplace (E) at SSTW sites (Shops)	19
Co-operative Education	28 credits	Co-operative Education	30 credits
		Adult Credit Courses	35

(b) For the 2006/2007 school year and thereafter, class size maxima will be :

Grades 9 and 10		Grades 11 and 12	
Academic (D)	31	University (U)	33
		University/ College (M)	32
Applied (P)	25	College (C)	29
		Workplace (E)	25
Open (O) (include Computer & Information Technology)	29	Open (O) (include Computer & Information Technology)	30
Broad-Based Technology (T) (except Computer & Information Technology)	22	Broad-Based Technology (T) (except Computer & Information Technology)	22
Open (O), Essential (K) at SSTW sites (Academic)	22	Open, (O), Workplace (E) at SSTW sites (Academic)	22
Open (O), Essential (K) at SSTW sites (Shops)	18	Open (O), Workplace (E) at SSTW sites (Shops)	18
Co-operative Education	28 credits	Co-operative Education	30 credits
		Adult Credit Courses	33

- (c) Effective September 1, 2005, Student Success Programs (Learning Strategies, Credit Recovery and Alternative Education) will have a maximum class size of twenty-two (22) students.
 - (d) Effective September 1, 2005, for a full-time Co-operative Education Teacher, the maximum pupil-teacher contacts shall be 176 credits. For part-time Co-operative Education teachers, the credit maxima in Article 18.10 (a) and (b) apply.
 - (e) The Board and the Bargaining Unit agree that when all or part of the instructional time is delivered in an active construction technology shop, communications technology shop, transportation technology shop, or manufacturing technology shop, the maxima for Grade 9, 10, 11 and 12 Technical Studies classes shall be as in Article 18.10 (a) and (b). It is also agreed the Computer or CAD courses that carry a "T" code (Tech) shall be considered non-tech courses for purposes of class size maxima. Grade 9, 10, 11 and 12 Computer and CAD courses that carry a "T" code, and include instructional time that is delivered in an active construction technology shop, communications technology shop, transportation technology shop, or manufacturing technology shop, shall have maxima as set out in Article 18.10 (a) and (b).
- 18.11 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.
- 18.12 For the 2006-2007 school year, the SAC shall review multi-grade maxima.
- 18.13 The In-School Staffing Advisory Committee (ISSAC) in each school shall identify any discrepancies between actual class sizes and the class size maximums stated in Article 18.10.
- (a)
 - i) For first semester, the ISSAC in each school shall ensure that the actual class sizes are within the parameters of the class size maximums in Article 18.10 by the third Friday in September.
 - ii) If, for the first semester, any class remains outside the parameters of the class size maximums, the ISAAC in each school shall report to the SAC any class sizes that exceed the maximums in Article 18.10 by the first Friday in October. The SAC shall make any necessary adjustments or determine any necessary exceptions.
 - iii) By October 30 for first semester, no class shall exceed the maxima above unless agreed to by the SAC.
 - (b)
 - i) For second semester, the ISSAC in each school shall ensure that the actual class sizes are within the parameters of the class size maximums in Article 18.10 by the third Friday in February.

- ii) If, for the second semester, any class remains outside the parameters of the class size maximums, the ISAAC in each school shall report to the SAC any class sizes that exceed the maximums in Article 18.10 by the fourth Friday in February. The SAC shall make any necessary adjustments or determine any necessary exceptions.
- iii) By March 31 for second semester, no class shall exceed the maxima above unless agreed to by the SAC.

18.14 Class size maxima not addressed in this Article will be referred to the SAC for determination.

18.15 Class size divisors will be reviewed annually by SAC.

18.16 **Any** other case by case exceptions to an individual maximum class size will be referred to the SAC for determination.

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 Effective September 1, 2004 :
The salary of Continuing Education teachers shall be \$36.76 per hour (including Vacation Pay under the *Employment Standards Act*).

Effective September 1, 2005 :
The salary of Continuing Education teachers shall be \$37.50 per hour (including Vacation Pay under the *Employment Standards Act*).

Effective September 1, 2006 :
The salary of Continuing Education teachers shall be \$38.25 per hour (including Vacation Pay under the *Employment Standards Act*).

Effective February 1, 2007 :

The salary of Continuing Education teachers shall be \$38.63 per hour (including Vacation Pay under the *Employment Standards Act*).

Effective September 1, 2007 :

The salary of Continuing Education teachers shall be \$39.33 per hour (including Vacation Pay under the *Employment Standards Act*).

Effective February 1, 2008 :

The salary of Continuing Education teachers shall be \$39.88 per hour (including Vacation Pay under the *Employment Standards Act*).

- 19.05 Continuing Education principals shall be responsible for arranging Occasional Teacher coverage for absent Continuing Education Teachers.
- 19.06 The Board agrees that no Continuing Education teacher who is teaching a credit course shall be disciplined or discharged except for just cause.
- 19.07 The grievance procedure in Article 10 will apply to night school and summer school credit course teachers.
- 19.08 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.
- 19.09 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.

ARTICLE 20 STAFFING

- 20.01 Based on the projected ADE, the FTE teaching staff assigned shall be the number of FTE staff required to fulfill the ~~terms~~ set out in this collective agreement.

For 2006-2007 and 2007-2008, the "student success" initiative funding of the Ministry of Education shall be used by the Staff Allocation Committee to further refine the divisors used to generate and allocate sections for the system and/or other priorities as established by the SAC.

20.02

Staff Allocation Committee

- (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) 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 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;
 - v) review the staff implications created by school closures and make process recommendations; and
 - vi) assist in developing a tracking sheet for on-calls and supervisions to be used by all schools and reported, as requested, by the SAC.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (b) 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.
- (c) 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.
- (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, 2004

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	36,668	37,692	42,229	44,110
1	40,427	41,477	46,280	48,484
2	43,359	44,736	49,583	52,043
3	45,964	47,481	52,739	54,888
4	48,337	49,982	55,372	58,272
5	50,716	52,486	58,002	61,103
6	53,093	54,991	60,630	63,291
7	55,470	57,489	63,258	65,433
8	57,843	59,994	65,889	68,197
9	59,958	62,207	68,519	70,974
10	61,439	64,124	70,622	74,246
11			72,277	77,530

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

Effective September 1, 2005

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	37,401	38,446	43,074	44,992
1	41,236	42,307	47,206	49,454
2	44,226	45,631	50,576	53,084
3	46,883	48,431	53,794	55,986
4	49,304	50,982	56,479	59,437
5	51,730	53,536	59,162	62,325
6	54,155	56,091	61,843	64,557
7	56,579	58,639	64,523	66,742
8	59,000	61,194	67,207	69,561
9	61,157	63,451	69,889	72,393
10	62,668	65,406	72,034	75,731
11			73,723	79,081

(c) **Basic Salary Scale - Teachers**

Effective September 1, 2006

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	38,149	39,215	43,935	45,892
1	42,061	43,153	48,150	50,443
2	45,111	46,544	51,588	54,146
3	47,821	49,400	54,870	57,106
4	50,290	52,002	57,609	60,626
5	52,765	54,607	60,345	63,572
6	55,238	57,213	63,080	65,848
7	57,711	59,812	65,813	68,077
8	60,180	62,418	68,551	70,952
9	62,380	64,720	71,287	73,841
10	63,921	66,714	73,475	77,246
11			75,197	80,663

(d) **Basic Salary Scale - Teachers**

Effective February 1, 2007

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	38,530	39,607	44,374	46,351
1	42,482	43,585	49,113	50,947
2	45,562	47,009	52,104	54,687
3	48,299	49,894	55,419	57,677
4	50,793	52,522	58,185	61,232
5	53,293	55,153	60,948	64,208
6	55,790	57,785	63,711	66,506
7	58,288	60,410	66,471	68,758
8	60,782	63,042	69,237	71,662
9	63,004	65,367	72,000	74,579
10	64,560	67,381	74,210	78,018
11			75,949	81,470

(e) **Basic Salary Scale - Teachers**

Effective September 1, 2007

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	39,224	40,320	45,173	47,185
1	43,247	44,370	49,990	51,864
2	46,382	47,855	53,042	55,671
3	49,168	50,792	56,417	58,715

4	51,707	53,467	59,232	62,334
5	54,252	56,146	62,045	65,364
6	56,794	58,825	64,858	67,703
7	59,337	61,497	67,667	69,996
8	61,876	64,177	70,483	72,952
9	64,138	66,544	73,296	75,921
10	65,722	68,594	75,546	79,422
11			77,316	82,936

(f) **Basic Salary Scale - Teachers**

Effective February 1, 2008

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	39,773	40,884	45,805	47,846
1	43,852	44,991	50,690	52,590
2	47,031	48,525	53,785	56,450
3	49,856	51,503	57,207	59,537
4	52,431	54,216	60,061	63,207
5	55,012	56,932	62,914	66,279
6	57,589	59,649	65,766	68,651
7	60,168	62,358	68,614	70,976
8	62,742	65,075	71,470	73,973
9	65,036	67,476	74,322	76,984
10	66,642	69,554	76,604	80,534

11			78,398	84,097
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(g) **Basic Salary Scale - Consultants**

Effective September 1, 2004

Years of Experience	Consultants
0	84,631
1	85,727
2	86,823
3	87,922
4	89,017
5	90,112

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

Effective September 1, 2005

Years of Experience	Consultants
0	86,324
1	87,442
2	88,559

3	89,680
4	90,797
5	91,914

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

Effective September 1, 2006

Years of Experience	Consultants
0	88,050
1	89,191
2	90,330
3	91,474
4	92,613
5	93,752

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

Effective February 1, 2007

Years of Experience	Consultants
0	89,931
1	90,083
2	91,233
3	92,389
4	93,539
5	94,690

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

Effective September 1, 2007

Years of Experience	Consultants
0	90,532
1	91,704
2	92,875
3	94,052
4	95,223
5	96,394

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

Effective February 1, 2008

Years of Experience	Consultants
0	91,799
1	92,988
2	94,175
3	95,369
4	96,556
5	97,744

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 (a) **Related Professional Experience**

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

No. of Years Related
Business Experience

No. of Years Teaching

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.

(b) **Related Trade Experience for Technical Teachers**

Effective September 1, 2002 :

At the discretion of the Board, related trade experience may be recognized as teaching experience for *salary grid* placement year for year, up to a **maximum** of five (5) grid steps for Teachers assigned to teach Technical subjects.

A year of related trade experience will be deemed to consist of twelve (12) months of such experience

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.

Under no circumstances may recognition of any related trade experience result in the salary for a teacher exceeding the *salary* level maximum in the salary schedule.

- (c) In the event that the Ministry of Education issues guidelines pertaining to related experience different from those set out in (a) and (b) above, such guidelines shall be used to determine related experience no sooner than the school year following the issuance of the guidelines.

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

- (b) Effective September 1, 2004 :
The annual allowance for a Major Head shall be \$2,228
The ~~annual~~ allowance for a Minor Head shall be \$1,220

Effective September 1, 2005 :
The annual allowance for a Major Head shall be \$2,273
The annual allowance for a Minor Head shall be \$1,244

Effective September 1, 2006 :
The annual allowance for a Major Head shall be \$2,318
The annual allowance for a Minor Head shall be \$1,269

Effective February 1, 2007 :
The annual allowance for a Major Head shall be \$2,341
The annual allowance for a Minor Head shall be \$1,282

Effective September 1, 2007 :

The annual allowance for a Major Head shall be \$2,383

The annual allowance for a Minor Head shall be \$1,305

Effective February 1, 2008 :

The annual allowance for a Major Head shall be \$2,416

The annual allowance for a Minor Head shall be \$1,323

(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) i) 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/Student Services	Special Education
Technology	Special Needs
co-op	Specialized School-To-Work (SSTW)

e) ii) At Kernahan Park, due to its special programs; the following leadership headships may be offered in place of two listed above :

Alternative Programs
Technology-Personal Services

(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 <u>Sept. 1, 2004</u>	Effective <u>Sept. 1, 2005</u>	Effective <u>Sept. 1, 2006</u>	Effective <u>Sept. 1, 2007</u>
Basic Life Insurance	\$0.206 per mth per \$1000 of insurance	\$0.210 per mth. per \$1000 of insurance	\$.217 per mth. per \$1000 of insurance	\$0.224 per mth. per \$1000 of insurance

\$80,000 of Insurance - effective September 1, 2000
 \$40,000. of Insurance - Board Paid - effective January 1, 2001 and
 \$40,000. of Insurance -Employee Paid - effective January 1, 2001

Effective <u>Sept. 1, 2004</u>	Effective <u>Sept. 1, 2005</u>	Effective <u>Sept. 1, 2006</u>	Effective <u>Sept. 1, 2007</u>
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Extended Health Insurance	\$61.08 per mth.	\$62.30 per mth. for single coverage	\$64.30 per mth.	\$66.22 per mth.
	\$141.88 per mth.	\$144.72 per mth. for family coverage	OR \$149.32 per mth.	\$153.83 per mth.
Semi-Private Hospital	\$4.72 per mth.	\$4.81 per mth. for single coverage	\$4.96 per mth.	\$5.11 per mth.
	\$15.95 per mth.	\$16.27 per mth. for family coverage	OR \$16.79 per mth.	\$17.29 per mth.
Dental Insurance	\$36.36 per mth.	\$37.09 per mth. for single coverage	\$38.28 per mth.	\$39.43 per mth.
	\$101.59 per mth.	\$103.62 per mth. for family coverage	OR \$106.94 per mth.	\$110.15 per mth.

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.

ARTICLE 24 TEACHER PERFORMANCE APPRAISAL

24.01 The Board recognizes that Teacher Performance Appraisal shall be conducted in accordance with the *Education Act* and relevant legislation and in accordance with the Board's policies and procedures, The Board shall consult with the bargaining unit prior

to making changes to the Board's "Enhancing Teacher Practice" document and process with respect to Teacher Performance Appraisal.

ARTICLE 25 NOTICES

25.01 Each teacher shall keep the Human Resources Department informed, in writing, of his/her current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such teacher, and any notice sent by the Board by registered mail to the address of the teacher which appears on the Board's Human Resources records shall be conclusively deemed to have been received by the teacher.

ARTICLE 26 E-LEARNING/DISTANCE EDUCATION

26.01 Secondary school credits shall not be delivered by means of an "electronic classroom" without the knowledge and agreement of the Teachers' Bargaining Unit.

26.02 Secondary school students under 21 years of age taking credit courses through an electronically delivered curriculum shall be recorded on the day school register of the home school and shall be assigned to a class which is one of the six (6) classes assigned to a member of the Teachers' Bargaining Unit.

26.03 Secondary school students, 21 years of age or over, who are taking credit courses through an electronically delivered curriculum shall be assigned to a class taught by a member of the Teachers' Bargaining Unit and shall be recorded on the continuing education register at the work location of that member.

26.04 A student of the Board may enrol in an electronically delivered credit course offered by another school board only if the credit is not offered in the student's school and not offered by electronically delivered curriculum by this Board in a given semester.

- 26.05 Credit courses offered by electronically delivered curriculum shall be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.
- 26.06 A class that is taking a course for secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the same class size maxima/PTC maxima as other classes in the secondary system. Credits granted for such classes shall be used to generate FTE teachers within the Teachers' Bargaining Unit.
- 26.07 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the member assigned to the electronic classroom. The curriculum for electronically delivered credit courses shall be the responsibility of the Board.
- 26.08 All electronically delivered courses shall be scheduled for record purposes during the regular school day, largely completed during one semester and the member's work location shall be in a secondary school or other Board facility within the Board's jurisdiction.
- 26.09 A member teaching electronically delivered course(s) shall be assigned a work station/work area in the member's secondary school with all the necessary resources for teaching an on-line course. A member assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Article 18 of this Collective Agreement.
- 26.10 A member teaching electronically delivered courses shall correspond with students only through a Board server.
- 26.11 A member teaching electronically delivered courses shall report to District School Board of Niagara supervisory personnel **only**.
- 26.12 For purposes of staffing a surplus declaration, a member assigned to teach electronically delivered credit courses shall be included in the staff complement of the secondary school which is the work location of the member. Each time the school is staffed the member **has** the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.
- 26.13 All job postings for electronically delivered credit courses shall be posted in accordance with Article 20 of this Collective Agreement.

26.14 The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment, staffing, funding and costs of credit courses offered by electronic delivered curriculum.

ARTICLE 27 HEALTH AND SAFETY

27.01 The parties agree to observe the provisions and regulations of the *Occupational Health and Safety Act* as it relates to the Joint Health and Safety Committee and the safety and health of teachers covered under this Agreement. All teachers shall cooperate with the Board in the prevention of accidents and shall make, through the Joint Health and Safety Committee, representations to the Board as to the prevention of accidents.

ARTICLE 28 ACCESS TO FILES

28.01 A teacher shall be provided with a copy of any written report directly pertaining to that teacher within three (3) school days of the report being signed.

28.02 A teacher shall sign any such report for the sole purpose of indicating that a copy of the report has been received. Such signature does not suggest agreement or disagreement with the content of the report. Teachers shall be able to append attachments to such reports.

28.03 A teacher, or designate in writing, shall have access to the teacher's personnel file held by the Board or agent of the Board and shall be entitled to make a reasonable number of copies, without cost, of any materials contained therein.

28.04 Documents contained in a teacher's personnel file which are of a disciplinary nature and all supporting documents shall be removed from the file three (3) years, or less at the discretion of the Director of Education, or designate, after their date of issue, provided that there is no recurrence of behaviour requiring additional disciplinary action. This article shall not apply to disciplinary actions taken with employees for inappropriate conduct towards students or other Board staff, unless the disciplinary action is subsequently altered through the grievance procedure.

28.05

The Board agrees that employee files, including files containing medical information **and** information **pertaining** to Criminal Reference Checks, shall be kept in a secure location at the Board's Education Centre.

The foregoing is the 2004-2008 Collective Agreement between the District School Board of Niagara and the Ontario Secondary School Teachers' Federation, District 22.

Dated at St. Catharines, Ontario this 14~~th~~ day of June, 2005.

Signed on behalf of the District School Board of Niagara :

D. G. Clark, 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 2005-2006, 2006-2007, 2007-2008 and 2008-2009 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 2005-2006, 2006-2007, 2007-2008 and 2008-2009 school year for students.

3. For the school years 2005-2006, 2006-2007, 2007-2008 and 2008-2009, 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

Onbehalf of
District School Board of Niagara

Signed at St. Catharines, Ontario this 3rd day of June, 2005.

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

The Parties agree to investigate by May 31st, 2008, the incorporation of the Occasional Teachers' Branch (District 22, OSSTF) into the District 22 Teacher Bargaining Unit Collective Agreement upon the expiry of the term for ~~both~~ Collective Agreements.

On behalf of
OSSTF District 22

On behalf of
District School Board of Niagara

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed at St. Catharines, Ontario this 3rd day of June,
2005.

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

re : Article 13 (Leave Plans)

During the year **2005** an equal number of representatives of the Employer and OSSTF District **22** will meet to review and ensure consistent application of bereavement leave language, compassionate leave, and other leaves that could fall under Article 13 of the Collective Agreement.

The recommendations of this Committee shall be established prior to December 31, 2005 or such other date which may be agreed upon by the parties.

On behalf of
OSSTF District 22

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this 3rd day of June, 2005.

LETTER OF INTENT No. 4
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 22

re : Benefits Review Committee

The parties hereby agree to establish a Benefits Review Committee subject to the following provisions :

1. The Committee shall be composed of **up** to three (3) representatives of the Local and up to three (3) representatives of the Board.
2. Any other Agent/Agencies that the parties mutually agree will assist their deliberations may be invited to attend Committee meetings to provide information. These individuals

shall not be part of the decision-making and/or voting procedure.

3. The Committee shall meet on a quarterly basis.

4. The Committee will meet to :

- (a) examine the utilization **data,**
- (b) review the financial status of the benefit plan,
- (c) investigate ways to control benefit costs, and
- (d) investigate alternative models of benefits provisions.

On behalf of
OSSTF District 22

On behalf of
District School Board of Niagara

Signed at St. Catharines, Ontario this 3rd day of June, 2005.

LETTER OF INTENT No. 5
between
THE DISTRICT SCHOOL BOARD OF NIAGARA
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(DISTRICT 22)

Re : Teacher Development Account

A one-time allowance for each full-time teacher shall be provided by the Ministry of Education.

The parties shall meet by August 31, 2005 to jointly establish reimbursement procedures.

The allowance shall be used between September 1, 2004 and August 31, 2006 for expenses incurred for computers, software, peripherals, professional material and courses related to their employment.

An amount shall be paid to each teacher who makes a claim and was on the Board's payroll, or on a statutory pregnancy/parental leave of absence, for all or part of the 2004/2005 school year. Teachers with less than 1.0 FTE during the 2004/2005 school year shall receive a pro-rated

portion of **this** amount.

If the amount from the Ministry of Education is not a pre-determined individual amount, the maximum amount to be paid to each teacher shall be determined by dividing the lump sum provided to the Board by the Ministry of Education by the FTE calculated above. It is understood that the total amount payable shall not exceed the total amount provided for this purpose by the Ministry of Education.

The amount **will be used** for the purpose of reimbursing each teacher for expenses incurred or to be incurred for computers, software, peripherals, professional material and courses related to their employment. The Board is not liable for any **tax** implications which may arise as a result of these payments.

Any monies not expended from the fund on August 31, 2006 shall be allocated to District 22 for use as a Professional Development Fund.

If any aspect of this Letter of Understanding is in conflict with a direction or guideline from the Ministry of Education concerning the Teacher Development Account, the parties shall meet to discuss and resolve the matter.

On behalf of
OSSTF, District 22

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this 3rd day of June, 2005.

LETTER OF UNDERSTANDING No. 1
between
THE DISTRICT SCHOOL BOARD OF NIAGARA
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(DISTRICT 22)

re - Salary Re-opener

If, in accordance of paragraph 5 of the Framework for Local Agreements of April 2005, the Provincial Government provides to the Board additional funding specifically for secondary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out in Article 21 of this Agreement), then the salaries for that year or those years shall be increased as set out in paragraph 5 of the Framework for Local Agreements of April 2005 to the extent permitted by the amount of such funding.

For clarity, paragraph 5 reads :

5. Re-opener

The government will provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows :

If the province's tax revenues for the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.

If the province's ~~tax~~ revenues for the 2006-07 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the ~~annual~~ rate of inflation as measured by the Ontario CPI during the 2006-07 school year ~~is~~ higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

On behalf of
OSSTF, District 22

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this 3rd day of June, 2005.

LETTER OF UNDERSTANDING No. 2
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
(hereafter called the "Board")
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 22
(hereafter called the "Bargaining Unit")

re : Staff Allocation Committee

The Board and the OSSTF District 22 Teachers' Bargaining **Unit** mutually agree **that** the SAC shall meet regularly to review and make recommendations regarding class size divisors and maxima. Agreed changes to the maxima chart shall be implemented for the following school year.

The parties agree to utilize the Staff Allocation Committee **as** an ongoing forum for problem-solving and further agree to utilize this Committee to address concerns related to class size maxima prior to the initiation of the grievance procedure.

On behalf of
OSSTF District 22

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this 3rd day of June,
2005.

LETTER OF UNDERSTANDING No. 3
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
(hereafter called the “Board”)
AND
ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
DISTRICT 22
(hereafter called the “Bargaining Unit”)

The Board and OSSTF District 22 Bargaining Unit mutually agree that a SAC-directed review committee, that will include the Board’s Student Success Leader, shall meet annually to review and make recommendations to the appropriate party regarding the allocation of staff generated from Student Success Initiatives funding with a view to supporting student success through :

- specifically designated school-based student success teachers.
- Credit Recovery Programs.
- Student Success oriented alternative programs.
- reduced class sizes in applied, workplace, college, locally developed courses and academic classes, where possible.
- student mentoring.
- teacher mentoring.

Recommendations for the above review, in concert with data and recommendations from the Board’s Student Success Leader and the Superintendent of Curriculum shall be provided no later than April 30th of each school year to facilitate reporting and accountability from the Ministry of Education regarding Student Success Initiatives and for planning and implementation the following school year.

The Review Recommendations for 2005-2006 are appended.

On behalf of
OSSTF District 22

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this 3rd day of June,
2005.

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