

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE GRAND ERIE DISTRICT SCHOOL BOARD  
(Hereafter called "the Board")**

**AND**

**THE BRANCH AFFILIATE COMPOSED OF ALL TEACHERS EMPLOYED  
BY THE BOARD WHO ARE MEMBERS OF THE ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION, DISTRICT 23  
(hereafter called "the Bargaining Unit")**

**1998-2000**



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## I PURPOSE

- 1.01 It is the desire of both parties to specify within this Agreement the entitlement of those employees covered by this Agreement as to salary, allowances, monetary benefits and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

## II EFFECTIVE PERIOD

- 2.01 This Agreement shall be in effect ~~from~~ **September 1, 1998** and shall continue in force up to and including August 31, 2000 and shall **continue** automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within one hundred and fifty (150) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance *with the Ontario Labour Relations Act*.
- 2.02 The parties shall meet within fifteen (15) days **from** the date of notice pursuant to Article 2.01, or within such further period as the parties agree upon.
- 2.03 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the union membership.
- 2.04 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*.

## III MANAGEMENT RIGHTS

- 3.01 The Bargaining Unit recognizes that it is the sole and exclusive right of the Board to manage the affairs of the Board subject to the *Education Act*, and all other Acts and Regulations pertaining to Education in the Province of Ontario.
- 3.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this collective Agreement.

## IV RECOGNITION

- 4.01 The Board recognizes The Ontario Secondary School Teachers' Federation (OSSTF) as the Bargaining agent for every teacher other than Occasional Teachers, Principals, and Vice Principals, who is assigned to one or more secondary schools or who perform duties in respect to one or more schools all or part of the time.
- 4.02 The Board recognizes the Negotiating Team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.

#### IV RECOGNITION (continued)

- 4.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation of this Agreement.
- 4.04 When a Principal or Supervisor calls a teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the teacher of the nature of the meeting. For such a meeting the teacher is entitled to OSSTF representation.

#### V CATEGORY DEFINITIONS

- 5.01 a) Category classifications shall be those established by the O.S.S.T.F. Certification Plan and in effect as of September 1, 1996. For the purpose of salary **categorization**, the Board recognizes that the Certification Rating Statement issued by the O.S.S.T.F. Certification Plan for each teacher shall be final.
- b) It shall be incumbent upon a newly appointed teacher to provide his/her Principal documented proof in the form of a Group Certification Statement from the OSSTF as to his/her appropriate group classification. A teacher shall be placed in Category 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 made.
- c) A teacher who qualifies for a category change or an allowance for a Master's degree (pursuant to Article VII) as a result of documented successful completion of courses taken in July or August, shall receive the appropriate differential amount retroactive to September 1st if written notification is made to Human Resources Services prior to December 31st. If written notification is received subsequent to December 31st and prior to May **15th**, the payment shall be retroactive to January 1st.
- d) A teacher who qualifies for a category change or an allowance for a Master's degree (pursuant to Article VII) as a result of successful completion of a course taken during the school year shall have the appropriate adjustment made to the first day of the **first** teaching month following the successful completion of the course, provided that written notification is received by Human Resources Services no later than four months after completion of the course. If such notification is received after four months from the date of completion of the course, the appropriate adjustment shall be made to the first day of the first teaching month following receipt of notification. Notwithstanding the above, retroactive adjustments shall not be made beyond September 1 of the school year in which the Certification Statement is made.
- 5.02 All teachers employed on an Interim Certificate of Qualification or Letter of Eligibility shall be paid according to their "Letter of Evaluation" from the OSSTF Certification Board.
- 5.03 All teachers hired on a Letter of Permission in Secondary Schools shall be paid as if they are in Category 1.

## **VI IMPLEMENTATION**

- 6.01 All teachers shall be paid strictly in accordance with the terms of this Agreement.
- 6.02 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility, unless specifically provided for in this Agreement.

## **VII SALARIES AND ALLOWANCES**

- 7.01 (a) Each teacher shall be paid a basic salary in accordance with the teacher's position on grid and, where applicable, a responsibility allowance or other allowances.
- (b) Teachers who have worked part-time (less than a full day's timetable) under contract with the Board, and teachers who have worked full-time for part of a year under contract with the Board, shall be credited with teaching experience in the ratio of time worked to total time, except in those cases specifically outlined in other Articles of this Agreement. Teaching time, for part year experience credit, shall be expressed in tenths to the nearest tenth. For salary determination, the total of career teaching experience credits shall be taken to the nearest tenth. Salaries of teachers who worked part-time or part-year prior to September 1, 1998 and who were paid full increments shall not be recalculated.
- (c) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of continuing education teaching experience for the purposes of grid placement.
- (d) On hiring a teacher,
- (i) elementary or secondary school teaching experience in Ontario shall be recognized according to the basic salary scale, provided that any teaching experience of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
  - (ii) other teaching experience outside Ontario or in other institutions such as Colleges and Universities, Technical Institutes, Trade Schools, Federal and Provincial Schools shall be recognized, if deemed equivalent to full-time teaching, by the Superintendent responsible for Human Resources, or designate.
- (e) The effective date for grid advancement is to be September 1st.

**VII SALARIES AND ALLOWANCES (continued)****7.02 (a) Basic Salary Scale September 1, 1998 to August 31, 1999**

Years of Teaching Experience	CATEGORIES			
	1	2	3	4
0	29,200	30,300	32,970	34,700
1	31,307	32,569	35,580	37,497
2	33,414	34,838	38,190	40,294
3	35,521	37,107	40,800	43,091
4	37,628	39,376	43,410	45,888
5	39,735	41,645	46,020	48,685
6	41,842	43,914	48,630	51,482
7	43,949	46,183	51,240	54,279
8	46,056	48,452	53,850	57,076
9	48,163	50,721	56,460	59,873
10	50,270	52,990	59,070	62,670
11	52,384	55,259	61,682	65,471

Any teacher employed by one of the predecessor Boards in the 1997-98 school year shall not have his/her 1997-98 salary reduced for the 1998-99 school year as a result of the implementation of the Basic Salary Scale. This provision relates to salary payable pursuant to the Basic Salary Scale only, and not workload changes.

**(b) Basic Salary Scale September 1, 1999 to August 31, 2000**

Years of Teaching Experience	CATEGORIES			
	1	2	3	4
0	31,307	32,569	35,580	37,497
1	33,414	34,838	38,190	40,294
2	35,521	37,107	40,800	43,091
3	37,628	39,376	43,410	45,888
4	39,735	41,645	46,020	48,685
5	41,842	43,914	48,630	51,482
6	43,949	46,183	51,240	54,279
7	46,056	48,452	53,850	57,076
8	48,163	50,721	56,460	59,873
9	50,270	52,990	59,070	62,670
10	52,384	55,259	61,682	65,471



**VII - SALARIES AND ALLOWANCES** (continued)

**7.03** In no case shall the basic salary paid including any allowance outlined in 7.04 exceed that teacher's category maximum as set out in the Basic Salary Grid.

**7.04** Allowances for Related Trade or Business Experience

An allowance of thirty (30) percent of an increment per year to a maximum of three and one-half (3.5) increments, to category maximum, may be added to the base salary of a teacher.

**(a) Teachers of technical subjects in the regulated trades:**

The teacher must provide the following documents to Human Resources Services:

- (i) a copy of his/her journeyman's certificate showing the date of issue;
- (ii) a copy of the "Statement of Acceptability issued by the Technical and Industrial Arts Department of a Faculty of Education, showing the number of years of acceptable work experience.

The allowance paid will be for the number of years of acceptable experience following the date shown on the journeyman's certificate.

OR, if a "Statement of Acceptability" is not provided by the University:

- (iii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

**(b) Teachers of technical subjects in the unregulated trades:**

The teacher must supply Human Resources Services with the following document:

- (i) a copy of the "Statement of Acceptability" as stated in (a)(ii) above.

The allowance paid will be the number of years listed as "surplus of acceptable experience to that required".

OR, if a "Statement of Acceptability" is not provided by the University:

- (ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

**VII SALARIES AND ALLOWANCES (continued)**

**(c) Teachers with Business or Industrial experience, related to any subject, except Vocational Commercial:**

The teacher must supply to Human Resources Services:

- (i) a copy of his/her degree, showing date of issue;
- (ii) verification of all related experience in the form of letters **from** previous employers which confirm the date of hire, date of termination, and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers.

The allowance paid will be for the number of years of acceptable experience following the date of receiving the first degree.

**(d) Teachers with Vocational-Commercial qualifications or teachers with an additional qualification of Business noted on his/her Certificate of Qualification:**

- (i) The teacher must supply Human Resources Services with a copy of the "Statement of Acceptability" from the proper authority in the Faculty of Education, showing the number of years of acceptable related experience in excess of the training and experience required for submission to the Faculty of Education.

The allowance paid will be for the number of years listed as "surplus of acceptable experience to that required".

OR, if the "Statement of Acceptability is not provided by the University:

- ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related business experience.

- (e) The foregoing documentation outlined in (a)- (d) above will not be required from teachers receiving allowances as of September 1, 1998. In addition, the Board will accept the verification of experience recognized by other school Boards in Ontario provided that such experience is the same type recognized pursuant to this Agreement.

7.05 Responsibility Allowances

- (a) For the 1998-1999 school year, responsibility allowances shall be continued in accordance with the entitlements outlined in the predecessor Agreements.
- (b) Present incumbents at Waterford District High School who no longer hold a position of responsibility after September 1, 1995 as a result of reorganizing the Vocational Department shall continue to receive the responsibility allowance they were entitled to as of August 31, 1995 for the period September 1, 1995 to August 31, 1999.
- (c) The total allowances for the 1999-2000 school year shall not exceed \$370,000.
- (d) Effective September 1, 1999, Area Program Support roles shall be paid an annual allowance of \$6400, and System Program Support roles shall be paid an allowance of \$8000.

## VII SALARIES AND ALLOWANCES (continued)

### 7.06 Post-Graduate Degree Allowance

An annual allowance of \$800 shall be paid for a Post-Graduate Degree if related to the subjects taught by the teacher and if not already used in determining category. Notwithstanding the foregoing, any teacher employed by the Board as of August 31, 1998, who is receiving an extra degree allowance greater than \$800 shall continue to be paid the higher allowance.

### 7.07 Creation Of New Positions And/Or Titles

The Bargaining Unit recognizes the right of the Board to create new positions and/or titles not included in this Agreement under the following conditions:

- (a) The Board, prior to the advertisement of any new position or title not included in this Agreement, and before the hiring of any teacher to fill such position or assume such new title, shall provide written notification, including a job description, to the President of the Bargaining Unit.
- (b) Within thirty (30) days of the Board's creation of any new position or title by resolution, the Board and the Negotiating Committee of the Bargaining Unit shall negotiate the salary or allowance. Such salary and/or allowances shall be retroactive to the effective date that the teacher commences duties in the new position or assumes such title.
- (c) When the salary and/or allowances have been agreed to as in Article 7.07(b), this Agreement shall be amended according to Article 2.03.
- (d) In reference to Article 7.07(b), in the event that the parties cannot agree to the amount of salary and responsibility allowance, the matter shall be referred to a Board of Arbitration or, if the parties agree, to a single arbitrator.

### 7.08 Statistics

Upon reasonable request, the Board will provide District 23, OSSTF, with the name, category placement, grid level, FTE, years of related experience, master degree allowance, responsibility allowance, part year allowance and total salary of each teacher for the purposes of collective bargaining and the maintenance and administration of this Agreement. With regard to any information provided to the OSSTF concerning its members, either individually or collectively, OSSTF shall save the Board harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The OSSTF agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.

## VIII METHOD OF PAY

8.01 For the 1998-99 school year, each teacher shall be paid in accordance with the salary schedule that applied to his/her workplace for the 1997-98 school year.

Effective for the 1999-2000 school year, a teacher's annual salary shall be paid on a bi-weekly pay schedule. Each bi-weekly pay shall be 1/26 of the annual salary of a teacher. The first pay shall be deposited on or before September 1 of each school year.

## VIII METHOD OF PAY (continued)

- 8.02 For the 1998-99 school year, union dues shall be deducted in accordance with the method that applied to a teacher's workplace for the 1997-98 school year.
- For the 1999-2000 school year, union dues shall be deducted in equal instalments from each of the first twenty pays. The local levy shall be deducted in two equal instalments, one from the second pay in September and one from the second pay in February, in accordance with the constitution of the Bargaining Unit.
- 8.03 Teachers shall be paid on a direct deposit system on Thursdays on a bi-weekly basis. Payments shall be deposited directly into the teacher's personal account in the financial institution of his/her choice.
- 8.04 A teacher is entitled to be paid his/her annual salary in proportion that the number of school days on which the teacher performs his/her duties bears to the total number of school days in the school year.
- 8.05 For the purpose of calculating loss of pay, the figure used per day shall be 1/200 of the teacher's annual salary.
- 8.06 Prior to any adjustment to salary as a result of an overpayment or underpayment, the Superintendent responsible for Human Resources, or designate, shall consult with the teacher to discuss the timing for the necessary adjustment.
- 8.07 Teachers who leave the Board's employ will be paid any salary owing up to the last day worked.
- 8.08 For the 1998-99 school year, deductions for fringe benefits premiums shall be in accordance with the method that applied to a teacher's workplace for the 1997-98 school year. For the 1999-2000 school year, deductions for fringe benefits premiums shall be based on twenty-four (24) deductions per year, two each month, September to August.

## IX BENEFITS

- 9.01 It is understood and agreed between the parties hereto that the Board, in making available the benefit plans set out in this Article, 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. The parties agree that the Board is not responsible in the event that the insurer determines that a claim is not payable. All group insurance coverage is subject to the approval of the insurance carrier.
- 9.02 Until February 28, 1999, the benefit plans will continue as per the Plans in effect on August 31, 1998. Effective March 1, 1999, the Board shall implement a newly-designed benefit plan package to provide group insurance coverage for each eligible teacher who wishes to participate in the plans. The Board agrees to administer the following plans:

**IX BENEFITS** (continued)

9.02 (a) Extended Health Care

The Board shall pay 90% of the premium cost for each eligible teacher who wishes to participate. The following modifications are included in the package:

**Vision Care-** The Plan shall include provision for Vision Care with a maximum payment of \$250 every two years for teacher and spouse and \$100 every year for a dependent child (to a maximum of \$200 per child in any two consecutive benefit years).

**Semi-private-** no semi-private hospital accommodation coverage is provided

**Drug Plan-** \$7.00 dispensing fee; no deductible

**Paramedical Services** (Chiropractor, Podiatrist, Naturopath, Osteopath)- a maximum of \$500 per year

**Out of Province Coverage-** enhanced Liberty Health Plan, or equivalent

(b) Dental

For each eligible teacher who wishes to participate, the Board shall pay 90% of the premium cost for basic dental services with 100% reimbursement to a \$1,500 annual maximum per insured person based on the previous year's O.D.A. General Practitioners' Fee Guide. In addition the following Riders are included:

**Rider #2-** Dentures (maximum \$2,000 every year and 50% co-insurance for each teacher, spouse and dependent child)

**Rider #3-** Orthodontics (lifetime maximum of \$2,000 and 50% co-insurance for each teacher, spouse and dependent child)

**Rider #4-** Major Restorative (maximum \$2,000 every year and 50% co-insurance for each teacher, spouse and dependent child)

(c) Group Life Insurance

Each teacher who is eligible, and who wishes to participate, shall be covered by Group Life Insurance for an amount equal to two times annual salary and the Board shall pay 90% of the premium cost. For teachers in semestered schools having uneven timetables, this clause shall be interpreted as two times annualized salary. Notwithstanding the foregoing, there shall be no reduction in the amount of life insurance coverage in effect on February 28, 1999.

**Optional Employee Life Insurance:** Subject to the approval of the insurance carrier, optional life insurance shall be available in units of \$25,000 to a maximum of \$250,000 provided that the teacher pays 100% of the premium cost.

**Optional Dependent Life Insurance:** Insurance on the life of a teacher's spouse shall be available on application by the teacher in the amount of \$20,000 for spouse and \$10,000 for each dependent child. The teacher shall pay 100% of the premium cost for such insurance.

(d) Long-term Disability

Teachers shall have coverage and access to a Long-term Disability Plan. Each eligible teacher who participates agrees to pay 100% of the premium cost. The Board shall deduct and remit the premiums to the carrier(s). The carrier(s) shall be determined by mutual agreement of the Parties.

9.03 The Board agrees to consult with District 23, OSSTF, prior to a change in insurance carriers. A copy of the Group Master Policy or Policies of the benefit plans shall be given to District 23, OSSTF. Details of the plans are outlined in booklets provided to each teacher by the **carriers**.

## IX BENEFITS (continued)

### 9.04 Continuation of Benefits on Early Retirement

- (a) Subject to eligibility requirements as specified by the carriers, a teacher who takes early retirement on a pension pursuant to the Teachers' Pension Plan (with payments to begin within two (2) months of the teacher's retirement date), may retain membership in any of the benefit plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years.
- (b) To maintain participation and coverage under the Agreement, the retired teacher must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired teacher shall supply the Board with a VOID cheque from her/her bank account. Deductions will be made from the teacher's account on the 1st banking day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.
- (c) The Board reserves the right to establish a separate group for retirees with premiums determined on the basis of the participants in the group.

9.05 Subject to eligibility requirements as specified by the carriers, a teacher on extended leave of absence may retain membership in any of the benefit plans to which he/she belongs at the commencement of the leave. Participation and coverage shall be as outlined in Article 9.04(b).

### 9.06 Employment Insurance Rebate

The Employment Insurance Commission, in recognizing the board's Sick Leave Plan, has agreed to make a rebate of premiums to the Board. Each bargaining unit member is entitled to a pro-rated portion of this rebate. Effective August 15, 1999 the rebate shall be paid to the Bargaining unit.

9.07 The Board shall, upon application by the teacher, make payroll deductions for Registered Retirement Savings Plan contributions. District 23, OSSTF shall select the financial institution to administer the Plan. The participating teacher agrees to pay 100% of the contribution to his/her individual plan.

## X SICK LEAVE AND GRATUITY

- 10.01 Each full-time teacher is entitled to twenty sick days per year credited September 1st.
- 10.02 A teacher employed for less than full time or a full year shall be entitled to sick leave pro-rated on the **term** of employment.
- 10.03 The unused portions of sick leave shall accumulate from year to year to a maximum of three (300) hundred days. Notwithstanding, teachers shall retain sick leave credit accumulated with a predecessor Board as of June **30th**, 1998.
- 10.04 Each teacher shall be supplied with a Statement of Cumulative Sick Leave Credits in September, in response to an individual request at any time, and upon termination of employment. Further, the Bargaining Unit shall be provided with a copy of the September Statement.

**X SICK LEAVE AND GRATUITY** (continued)

- 10.05 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.
- 10.06 Newly-employed teachers shall be permitted to transfer sick leave credits accumulated with a previous Board to a maximum of two hundred and eighty (280) days.
- 10.07 Eligible teachers who retire from the Board shall be entitled to a retirement gratuity as outlined in 10.08. To be eligible a teacher shall have been employed by the Board, or at least one of its predecessor Boards, for a minimum of ten (10) consecutive years immediately prior to retirement, and
- (i) must be eligible for a pension to commence payment as certified by the Teachers Pension Plan Board immediately upon retirement (within two months of termination of employment),
  - OR
  - (ii) must have attained at least a seventy-five (75) factor (age plus years of service) and retire from teaching.
- 10.08 The gratuity paid under 10.07 shall be calculated as follows:
- $$\frac{\text{Unused Cumulative Sick Leave (to a maximum of 200 days)}}{200} \times 50\% \text{ of Salary}$$
- Salary shall be based on the salary received in a teacher's last year of employment, and in any event the retirement gratuity shall not be in excess of one-half the salary **from** the Board received by the teacher in the year immediately prior to the teacher's termination date.
- Notwithstanding the foregoing, at any time in the 5 years preceding retirement, if a full-time teacher has accepted a reduced timetable or a leave of absence for any reason, then he/she shall have his/her gratuity calculated as if he/she had been paid 100% of the annual salary and allowances payable in the **final** year of employment. Salary does not include any money received for Night School or Summer School.
- 10.09 A teacher who plans to retire is to advise the Board in writing by March 15 in order to qualify to receive payment of his/her retirement gratuity within that year. Where notification comes later than March 15, the retirement gratuity shall be paid on the first working day in the following calendar year, except when otherwise mutually agreed between the teacher and the Board.
- 10.10 In the event of the death of a teacher who has been employed by the Board, or at least one of its predecessor Boards, for a minimum of ten (10) consecutive years immediately prior to his/her death, a retirement gratuity based on the formula in 10.09 shall be paid to his/her designated beneficiary.
- 10.11 In the event of the death of a teacher after termination of employment with the Board, any unpaid retirement gratuity shall be paid to his/her designated beneficiary.
- 10.12 Approved leaves of absence shall not constitute a break in continuous service.

## XI SCHOOL LEADERSHIP POSITIONS

- 11.01 For the 1998-99 school year, school leadership positions shall continue as per the Agreements of the predecessor Boards.
- 11.02 A joint committee shall recommend a leadership structure to the Board by January 31,1999.

## XII CONDITIONS OF WORK AND STAFFING

- 12.01 Each teacher, (including teachers in positions of responsibility), shall be assigned 1250 minutes of instructional time for every five instructional days, on average, during the school year. Twelve and one-half (12.5) percent of the school's timetabled instructional time shall be scheduled as preparation without other assigned duties. As part of the 1250 minutes, a full-time teacher will be assigned up to a maximum of six credit courses or equivalent, and a minimum of 125 minutes of other instructional duties including on-calls, in areas which are credited toward a high school diploma, or in special or remedial education programs or provincially mandated programs. Notwithstanding the foregoing, a teacher teaching 4 credit courses in the first semester of the 1998-1999 school year (or 7 credit courses in the first term at Brantford Collegiate Institute & V.S.) shall complete the assigned timetable for the **first** semester or term and shall have his/her workload adjusted in the following semesters or terms in a manner that ensures the workload over the period of this Collective Agreement is not in excess of the 1250 minutes on average per week.
- 12.02 The maximum assigned duties, including both instructional duties and non-instructional duties, shall not exceed 87.5% of timetabled instructional time. Timetabled instructional time shall be **defined** as 300 minutes per day. Effective February 1, 1999 each teacher is entitled to forty (40) consecutive minutes for lunch without assigned duties. If extraordinary circumstances arise, teachers shall not reasonably refuse to supervise during the lunch period.
- 12.03. Assigned duties for part-time teachers shall be pro-rated in the same ratio as their part-time assignment is to a full-time assignment. Part-time teachers employed as of August 31, 1998, with the same timetable, shall receive pay adjustments retroactive to September 1, 1998 on the same ratio as their part-time assignment is to a full-time assignment.
- 12.04 Full-time library and guidance teachers shall be assigned in their area full-time with a **fifteen** minute break in the morning and a fifteen minute break in the afternoon.
- 12.05 The following are the class size guidelines:

Advanced Level Classes	30 students
<b>Destreamed</b> Classes	26 students
General Level Classes	26 students
Technological Studies and Practical	
Family Studies (Foods, Sewing) Classes	20 students
Basic Level Classes:	
Academic	20 students
Practical	15 students
Sprucedale Secondary School	6 students



### XIII SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL

- 13.01 (a) Surplus to School Teacher- is a teacher who has been identified by qualifications and seniority as being in excess of the **staffing** requirements of a particular school for the ensuing school year.
- (e) Redundant Teacher- Teachers with lower seniority than the **staff** complement specified for the system, in accordance with Article XIII, shall be declared redundant. Teachers designated as redundant shall not be assigned a timetable until they have been removed from that category.
- (f) Throughout this Article, all references to qualified teachers refers to qualifications listed on the Ontario College of Teachers' Certificate of Qualification and/or as per the Acts and Regulations.

Where qualifications can be obtained prior to the commencement of a position or vacancy, a teacher must agree in writing to become qualified. He/she shall then be deemed to be qualified for that position or vacancy.

- (d) Where a teacher cannot be assigned a timetable in his/her areas of qualification as per (c) above:
- (i) the teacher will be transferred to an available position in another school in accordance with his/her qualifications as per (c) above; or
- (ii) the teacher will be accommodated in another teachable subject area in a school operated by the Board. Such arrangement is contingent upon the teacher commencing retraining immediately in the new teachable subject area and providing annual proof that retraining is progressing by at least one course annually.

#### 13.02 Seniority

Teachers shall be declared surplus or redundant according to seniority. Seniority shall be determined using length of teaching service. In determining seniority credits, the maximum seniority that can be accrued is one year in any one year. The order shall be:

- (a) **For all teachers covered by this Agreement:**  
Length of continuous service as a contract secondary school teacher with the Board or its Predecessor Boards. Continuous service shall be calculated from the most recent first day of work **after** being hired as a contract secondary teacher. If the secondary teaching experience of a teacher covers more than one Predecessor Board and is continuous, the most recent first day is the original first day..

**XIII SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)**

13.02 **Seniority** (continued)

- (b) **For teachers whose seniority numbers are tied and who are in the bottom fifteen percent of the seniority list:**
- (i) length of service as a teacher with the Board and its predecessor Boards, including elementary contract teaching for teachers hired prior to September 1, 1998, and secondary long-term occasional service as of December 31 of the current school year. Long-term occasional work must have occurred after August 31, 1990. Long-term occasional service is defined as a minimum of ten (10) consecutive days in the same assignment.
  - (ii) length of total teaching service with the Board and its predecessor Boards, including casual occasional service as of December 31 of the current school year. Casual occasional service must have occurred after August 31, 1993. The Board's records will be accepted as correct in determining casual occasional service.
  - (iii) length of total contract teaching service in Ontario.
  - (iv) length of total contract teaching service.
  - (v) by lot conducted by the Superintendent responsible for Human Resources and the Bargaining Unit President.
- (c) **For teachers who were not covered by 13.02(b) but subsequently are at risk of being declared surplus and have a tied seniority number:**

Article 13.02 (b) (i) to (v) shall be applied.

13.03 **Sprucedale Secondary School Seniority**

- (a) Teachers at Sprucedale Secondary School shall maintain their seniority calculated to February 29, 1988 and the said seniority shall continue to accumulate for each such teacher for as long as the teacher remains in the Sprucedale Centre Education Program.
- (b) Where a teacher who was employed as of March 1, 1988 in the Education Program at Sprucedale is accepted to fill a vacancy in the Grand Erie District School Board, or its Predecessor Board (Norfolk), on or after March 1, 1988, the teacher's seniority with the Board shall be calculated from March 1, 1988.
- (c) If a teacher in the employ of the Grand Erie District School Board, or one of its Predecessor Boards, as of March 1, 1988, subsequently transfers to the Educational program at Sprucedale Secondary School, that teacher's seniority in the Program shall be calculated from March 1, 1988.
- (d) Any new teachers hired from the Educational Program at Sprucedale Secondary School after March 1, 1988 shall have their seniority with the Program and the Grand Erie District School Board, or its Predecessor Board (Norfolk) calculated from the date of hire.
- (e) Program seniority at Sprucedale Secondary School will cease to exist when the original staff at March 1, 1988 have been replaced through resignation, retirement or transfer.

**XIII SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)**

13.04 **Further Conditions**

- (a) Length of service shall be pro-rated for occasional teaching service, part-time and/or part year teachers, expressed to two decimal places, for 13.02 (b) (i) to (iv).
- (b) All leaves including unpaid leaves granted by the Board shall not constitute a break in continuous service.
- (c) For the purpose of determining length of teaching service, any teacher whose first day of work is the first day of a school year or the first day of a semester in a semestered school, shall be deemed to have started their employment on September 1 or February 1 respectively.
- (d) For the purpose of determining length of teaching service, teachers shall not be credited with summer school, night school or other forms of continuing education teaching experience.

13.05 A principal or vice-principal who returns to the bargaining unit within a period not to exceed two (2) years from the time of assuming the position of principal or vice-principal shall be entitled to seniority held at the time of leaving the bargaining unit. Such a principal or vice-principal may be assigned to a position in the bargaining unit if the position is vacant after the procedures under the Agreement for filling it have been exhausted, and subject to the principal and vice-principal paying union dues on all salaries received upon return to the Bargaining Unit.

13.06 **Seniority List Publication**

The Board shall prepare and post in each workplace a list of teachers in order of seniority with the Board no later than February 15 of each school year. The President of the Bargaining Unit shall also be provided with a copy of such list. The list shall include the name and workplace of each teacher and shall, for the bottom **15%**, show separately each determinant used in calculating seniority as defined in Article 13.02.

Within ten (10) teaching days of posting the list, a teacher who considers that his/her position on the seniority list is incorrect, must report the error in writing to the Superintendent responsible for Human Resources, or designate, and to the President of the Bargaining Unit. The Superintendent responsible for Human Resources, or designate, shall respond in writing within ten (10) teaching days, and shall revise the list as necessary.

13.07 **Surplus to School Declaration**

- (a) A Surplus to School Teacher is a teacher who has been identified by qualifications and seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.
- (b) Each principal shall send the names of all surplus teachers in the school to the Superintendent responsible for Human Resources to be compiled into a Surplus List by April 25. Each Surplus List shall be posted in each workplace where secondary teachers are assigned, and shall be forwarded to the Bargaining Unit.

**XIII SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)**

13.07 **Surplus to School Declaration** (continued)

- (c) The Board shall notify, in writing, each teacher who is to be declared surplus. Copies of all letters shall be sent to the Bargaining Unit.
- (d) The President of the Bargaining Unit shall be provided with all relevant information regarding surplus declarations prior to the declarations.
- (e) Teachers holding school leadership positions shall not be declared surplus to school but may be declared redundant in accordance with this Article.

13.08 **Staff Transfers**

- (a) The Superintendent responsible for Human Resources shall make staff transfers when deemed necessary, at any time in the school year. In effecting such transfers, distance shall be a relevant consideration, and such transfers shall not be made in an arbitrary or discriminatory manner.
- (b) Any teacher placed by transfer in accordance with Article 13.08(a) shall not be placed again by such transfer in the following school year, except by mutual agreement.

13.09 **Vacancies**

- (a) Each principal shall report all vacancies in his/her school to the Superintendent responsible for Human Resources. The initial vacancies shall be compiled into a Vacancy list by May 4. A copy of the Vacancy List shall be posted in each workplace where secondary teachers are assigned, and shall be forwarded to the President of the Bargaining Unit.
- (b) The Vacancy List shall be updated as needed by the Superintendent responsible for Human Resources, and all updates shall be posted in each workplace where secondary teachers are assigned.
- (c) During periods of surplus and redundancy only, all vacancies shall be posted in the workplaces where secondary teachers are assigned for a minimum of forty-eight (48) hours, excluding weekends and holidays, before the position is offered to any teacher.
- (d) All teachers covered by this Agreement, except for redundant teachers, may apply for any vacancy from the Vacancy List for which they are qualified.

13.10 **Placement of Surplus to School Teachers**

- (a) Surplus to school teachers who still require placement shall be offered a position based on qualifications in order of their seniority number. A surplus to school teacher shall have **twenty-four** (24) hours, exclusive of weekends, from the time a position is offered, to accept a vacant position. A surplus to school teacher who refuses, or accepts, a position, must confirm his/her decision in writing, to the Superintendent responsible for Human Resources. Failure to notify in writing within the 24 hours shall be considered notice of rejection of a position. If a surplus to school teacher refuses two offers of a position, it shall be the responsibility of the Superintendent responsible for Human Resources to ensure that such a teacher is assigned to a suitable position for which he/she is qualified.

**XIII SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL** (continued)

13.10 **Placement of Surplus to School Teachers** (continued)

- (b) If no vacancy exists for which a surplus to school teacher is qualified, it shall be the responsibility of the Superintendent responsible for Human Resources to ensure that such a teacher is assigned to a suitable position for which he/she is qualified, and which is presently held by a similarly qualified teacher with the least seniority in the system. The teacher thus displaced from a position shall be declared redundant.
- (c) If, after following the procedures set out in 13.09 (a) and 13.09 (b), there is no vacancy for which a surplus to school teacher is qualified, that teacher shall be declared a redundant teacher.
- (d) A surplus to school teacher may elect to refuse to displace another teacher. Such teacher then becomes redundant.

13.11 **Redundant Teachers**

- (a) The number of teachers declared redundant by the Board shall be determined by the total reduction of staff necessary based on the provisions of Article XII, Board budget considerations and considering projected enrolments, known leaves of absence, retirements and resignations.
- (b) Reductions in staff shall start at the bottom of the Seniority List with the least senior teacher and proceed up the ranked list.
- (c) The President of the Bargaining Unit shall be notified of redundancies prior to the declaration of redundancies.
- (d) A list of all redundant teachers shall be prepared by the Superintendent responsible for Human Resources. A copy of the Redundancy List shall be posted in each workplace where secondary teachers are assigned, and shall be forwarded to the Bargaining Unit.
- (e) Each redundant teacher shall be informed in writing by the Board as to his/her status as a redundant teacher by May 3. Copies of all letters shall be sent to the Bargaining Unit.

13.12 **Provisions for Redundant Teachers**

- (a) Redundant teachers shall have the right of recall, in order of qualifications and seniority, to regular teaching positions in accordance with Article 13.13 of this Agreement.
- (b) At his/her option, on August 31, a redundant teacher who has completed his/her probationary period, may accept severance pay in lieu of recall rights. Severance pay shall be according to the following schedule:
  - ( i) less than five years' service 116 annual rate of salary
  - ( ii) 5 to 8 years' service 1/4 annual rate of salary
  - (iii) over 8 years' service 1/2 annual rate of salary
- (c) The severance pay shall only be payable if the teacher verifies that he/she is unemployed on the September 15th following **his/her** termination.

XIII SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)

13.13 Recall

- (a) A teacher who is laid off shall retain seniority and recall rights for a period not to exceed three (3) years from the date of termination of employment.
- (b) No new teacher shall be hired and no current teacher shall be allowed to increase their teaching assignment until such time as there are no surplus, redundant or laid off teachers with the required qualifications for the teaching position to be filled.
- (c) In all cases of recall, teachers shall be recalled in accordance with **his/her** seniority ranking provided he/she has the necessary qualifications for the teaching position to be filled or he/she agrees in writing to become qualified prior to the commencement of the assignment.
- (d) All teachers eligible for recall shall file with the Board and the District 23, OSSTF their most recent address and telephone number.
- (e) A teacher who is recalled in accordance with this Article shall be reinstated as though there had been no interruption in service or seniority. Teaching experience for grid placement purposes shall not accrue during any period of lay-off. On recall, a teacher is entitled to sick leave accrued to the time of termination.
- (f) The Board agrees to notify the President of District 23, OSSTF of the names of all teachers either laid off and/or subsequently recalled.
- (g) Subject to eligibility requirements, as specified by the carriers, teachers on lay-off and eligible for recall, shall be entitled to continue participation in the group extended health and dental benefit plans to which he/she belonged at the time of termination of employment for a maximum of up to three (3) years from the date the teacher's employment terminated. Such teacher must pay 100% of the premium costs.
- (h) An offer of position shall be made originally by telephone. A teacher shall inform the Board of his/her acceptance or rejection within forty- eight (48) hours of receiving the offer, exclusive of Saturday and Sunday. A teacher who fails to inform the Board within forty-eight (48) hours shall be deemed to have rejected the offer.
- (i) If no contact can be made with the teacher by telephone, the Board shall contact the teacher, in writing, by priority post or courier. It shall be deemed a refusal of an offer if a redundant teacher does not respond to the offer of a position by midnight on the seventh (**7th**) calendar day after the date of mailing of the written offer.
- (j) A teacher has the right to refuse three recalls to a positions offered by the Board without prejudice to the teacher's recall rights. A fourth refusal of an offer will result in the teacher losing all rights of recall. Any refusal to a position in the same school previously refused shall not constitute one of the recall entitlements.
- (k) Notwithstanding (**j**) above, during the recall period, a teacher who is enrolled in educational upgrading courses which prevent him/her from accepting a position offered by the Board has the right to refuse such a position without prejudice to the teacher's recall rights.

**XIII SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)**

13.13 **Recall** (continued)

- (l) Teachers who were on part-time assignment at the time they were laid off shall be recalled to **part-time** assignments only, as long as there are teachers with recall rights.
- (m) Teachers who were on full-time assignment shall be recalled to either full-time or part-time assignments, provided that teachers who had full-time assignments shall have the right to refuse a part-time assignment without losing their right of recall.
- (n) A teacher who was on a full-time assignment and who accepts a recall to a part-time assignment shall retain the right to a full-time assignment provided that he/she shall only be entitled to that assignment at the commencement of a term or a semester, or through increased staffing as a result of enrolment review.
- (o) If a teacher is being recalled to a position in the school from which he/she was declared redundant, the teacher shall be placed by the Board. No right of refusal exists.

**XIV EVALUATION**

- 14.01 No member of the Bargaining Unit shall evaluate another member of the Bargaining Unit. It is understood that members in leadership positions shall continue with formative supervision to assist teachers in areas of professional growth.

**XV GRIEVANCE AND ARBITRATION**

15.01 **Definitions**

- (a) A “grievance” shall be defined as any matter arising **from** the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A “party” shall be defined as:
  - (i) OSSTF
  - (ii) the Board.
- (c) “Days” shall mean regular work days unless otherwise indicated.

- 15.02 A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage of this grievance and arbitration procedure.

**XV GRIEVANCE AND ARBITRATION (continued)**

15.03 **Complaint Stage**

Any dispute to be recognized as a grievance must first be discussed by the teacher with the Principal, or immediate supervisor, within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the discussion with the Principal or immediate Supervisor.

15.04 **Step One**

The Bargaining Unit may initiate a written grievance with the Superintendent responsible for Human Resources, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; and
- (ii) the clause(s) in the Collective Agreement alleged to be violated; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the Bargaining Unit

**Step Two**

If no settlement is reached at Step One, the Bargaining Unit may, within ten (10) days of receipt of the written reply of the Superintendent responsible for Human Resources, refer the matter to the Board. The Bargaining Unit shall present the grievance to the Board at a meeting to be held within fifteen (15) days of the Board's receipt of the grievance. The Board shall answer the grievance in writing within five (5) days of the meeting.

**Step Three**

If the reply of the Board is unacceptable to the Bargaining Unit it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration. Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the arbitration procedure.

15.05 **Policy and Group Grievance**

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly **affected** as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the Bargaining Unit and at Step Two, a Board representative shall present its grievance to Bargaining Unit's Grievance Committee.



x v **GRIEVANCE AND ARBITRATION** (continued)15.06 **Grievance Mediation**

At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time **frame** in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

15.07 **Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. 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) 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 the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or, if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The single Arbitrator or Board of Arbitration shall hear the pertinent representation by the parties **and/or** representatives and determine the difference or allegation and shall issue a decision. The decision shall be **final** and binding upon the parties and upon any teacher affected by it. The decision of a 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 relieve against timeliness, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

15.08 **Cost of Arbitration**

The fees for a single Arbitrator or Chairperson of a Board of Arbitration shall be shared equally by the parties.

15.09 Time restrictions may be extended if mutually agreed in writing.

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

15.11 Should the investigation or processing of a grievance require that an involved teacher or Bargaining Unit representative be released from regular duties, the teacher shall be released without loss of salary or benefits. The Bargaining Unit agrees to reimburse the Board for the cost of the occasional teacher at the occasional teachers' rate provided an occasional teacher is hired.

## **XVI LEAVES OF ABSENCE**

16.01 The following absences shall be without loss of sick leave credit, loss of salary or loss of seniority:

(a) **Bereavement**

A total of five school days may be allowed per bereavement of the following: father, mother, spouse, child, or common-law spouse.

A total of three school days may be allowed per bereavement 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 or other person in loco parentis or any other relative who lived in the home.

One school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt or 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 and Convocations**

A teacher, with the prior approval of the Director of Education or designate, 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 travelling, if necessary, as determined by the Director of Education, or designate.

(ii) A half-day period is granted for a teacher to attend his/her own graduation ceremony, or those of his/her son, daughter, husband, wife, or fiancé. 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 Director of Education, or designate.

(c) **Jury Duty or Subpoena**

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

**XVI LEAVES OF ABSENCE** (continued)

- 16.02 The following absences shall be without loss of salary or loss of seniority but shall be charged to the teacher's accumulated sick leave credits:
- (a) **Urgent Matters Community or Public Service**  
Up to a maximum of three school days per year for urgent matters (including adoptive leave and paternity leave), or observance of recognized religious Holy Days, or emergency family-related matters or community or public service which cannot be conducted other than during school hours may be allowed. Such requests must state the reason for absence, and approval is at the discretion of the Director, or designate.
  - (b) **Moving**  
One day only per school year shall be allowed for moving, but it shall not apply to a teacher who has submitted his/her resignation or who is moving to take a summer course. The day allowed shall be the actual day of the move.
  - (c) **Hazardous Weather**  
A teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Director, or designate.
- 16.03 **Special Circumstances**  
Absence involving unusual or extenuating circumstances may be referred to the Director of Education or his 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.
- 16.04 **Leaves of Absence**  
The Board may allow leaves of absence to teachers (including extended parental leave), and when such leave is granted the following conditions shall 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. Requests for leave shall not exceed two 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.

**XVI LEAVES OF ABSENCE** (continued)

- 16.05        **Pregnancy/Parental Leave**  
Pregnancy/Parental Leave shall be granted according to the terms of *the Employment Standards Act* and in addition, the following conditions shall apply:
- (a)        Exceptions to the terms of the Pregnancy/Parental leave section of the *Employment Standards Act* may be made by mutual consent between the Board and the teacher to extend a leave so that it is consistent with the **organization** of a particular school.
  - (b)        For Pregnancy Leave, and for Parental Leave for the purpose of Adoption, the Board shall compensate the teacher, through an Employment Insurance Commission approved Supplemental Employment Benefit Plan, for the two-week waiting period in an amount equal to the Employment Insurance Commission benefit that would be payable to the teacher during each week of benefit period.
- 16.06        **Self Funded Leave Plan**  
The details of this Plan are as per the Addendum to this Agreement.
- 16.07        **Leave for Bargaining Unit Officers**
- (a)        Upon application by District 23, OSSTF, leave will be granted for up to the equivalent of four (4) full-time teachers. Such leave will be granted for District 23 activities and must be submitted to the Board by April 1 of the preceding school year.
  - ( b )        Each teacher on leave shall receive regular salary, allowances and benefits, experience for grid placement and seniority, and until August 31,1999 District 23, OSSTF shall reimburse the Board as per the predecessor agreements, and thereafter District 23 OSSTF shall reimburse the Board for the full cost of the teachers' salary and premium contributions for benefit plans for the period of the leave.
- 16.08        **Leave for OSSTF Business**
- (a)        At the request of the District 23, OSSTF, the Board may excuse from teaching duties one or more teachers for the purpose of conducting official Federation business. Such leave shall be subject to prior arrangements with the Superintendent responsible for Human Resources, the reasonable requirements of the timetable and the availability of occasional teachers to replace the teachers involved. Absences may be segments of either half days or full days but, in any event, the maximum time for such leave shall not exceed sixty (60) days each school year.
  - (b)        Members of the Bargaining Unit, granted leave under 16.08 (a) shall suffer no loss of salary, allowances and benefits. The Bargaining Unit agrees to reimburse the Board for the cost of the Occasional teacher, if hired.
- 16.09        **Provincial Executive Leave**
- (a)        In the event a member of the Bargaining Unit 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 with 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 the Friday following the March break. Similarly, a teacher returning to teaching from the Provincial Executive must notify the Board by the Friday following the March break.

**XVI LEAVES OF ABSENCE** (continued)

16.09 **Provincial Executive Leave** (continued)

- (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) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.
- (e) The Union shall reimburse Board for the full cost of salary and benefits of the teacher on leave.

16.10 Subject to Article XIII, a teacher returning from leave pursuant to Article 16.07 or 16.08 or 16.09 shall be returned to his/her previous school.

16.11 **Job Sharing Leave**

- (a) A Job Sharing Leave may be granted to a full-time teacher who has completed his/her probationary period and who offers to teach a part-time teaching load.
- (b) Application in writing (including the proposed length of Leave) for a leave under this Article shall be made to the Superintendent responsible for Human Resources, or designate, prior to March 1. The leave will only be considered upon the written recommendations of the Principal and Superintendent who shall be assured that the sharing arrangement will result in the continued functioning of all duties involved in the position.
- (c) Subject to the provisions of Article XIII, a return to a full-time teaching load upon completion of the Job Sharing Leave shall be guaranteed.
- (d) Job Sharing Leaves are not available to teachers holding school leadership positions.
- (e) Notwithstanding the above, any teacher may, by mutual consent, apply for a reduced timetable at any time.

16.12 **Return From Leaves**

- (a) A teacher holding a school leadership position shall be guaranteed his/her former school leadership position upon return from leave, provided that the position still exists and provided that the leave does not exceed two years. If the position does not exist, or if a leave exceeds two years, the teacher shall be guaranteed the first available appropriate school leadership position, but not necessarily in the same location nor in the same school leadership position.

When a teacher holding a school leadership position is on leave, the Board may **fill** the position on an acting basis.

- (b) Subject to Article XIII, if a leave is granted to any teacher not holding a school leadership position, the teacher concerned shall be guaranteed a return to his/her former school provided that the leave does not exceed one year. If the leave exceeds one year, the teacher concerned shall be guaranteed a position in the system on return.

## **XVII UNION DUES AND LOCAL LEVY**

- 17.01 Deductions for Union dues and any levy chargeable by the OSSTF shall be deducted in accordance with Article 8.02. The amounts shall be determined by OSSTF in accordance with its constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 17.02 The OSSTF dues deducted in 17.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario **M4A 2P3** no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, salary for the period, and the amounts deducted.
- 17.03 The local levy specified by the Bargaining Unit in 17.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 23, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, salary for the period, and the amounts deducted.

## **XVIII CONTINUING EDUCATION**

- 18.01 Except for Articles XV (Grievance and Arbitration) and XVII (Union Dues and Local Levy), the Parties agree that this Article sets out all rights and privileges for Continuing Education teachers who are teaching a credit course.
- 18.02 The Board agrees to post in each workplace where Secondary teachers are assigned all vacancies and all openings for five (5) school days and may simultaneously advertise provincially.
- 18.03 The Board agrees that any qualified teacher employed by the Board has the privilege of applying for any vacancy in the system, for which he or she is qualified.
- 18.04 Salaries shall be:  
Teacher \$28.64 per hour (including vacation pay)  
Supervisor \$1,557 (including vacation pay)
- 18.05 (a) Teachers contracted to teach in the night school program shall be credited with one (1) sick day per semester.
- (b) Teachers contracted to teach in the summer school program shall be credited with one (1) sick day.
- 18.06 The following absences shall be without loss of salary or sick leave:
- (a) Bereavement: A total of three school days may be allowed per bereavement of the following: father, mother, spouse, brother, sister, child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, ward or guardian. One day may be allowed to attend the funeral of a grandparent-in-law, son-in-law, daughter-in-law, aunt or uncle. A total of one (1) teaching session may be allowed for bereavement as listed above for teachers who are teaching night school.

## **XVIII CONTINUING EDUCATION (continued)**

- 18.06 (b) Examination and Graduation: A teacher who is scheduled to work and who has received the prior approval of the Director of Education or designate may be absent from duty without loss of pay in accordance with the following:
- (i) For the purpose of writing an examination, the day during which the examination occurs may be granted to summer school teachers and principal.
  - (ii) For the purpose of attending his/her graduation, the day during which the graduation occurs may be granted.
- (c) Jury Duty or Subpoena: A teacher who is absent from assigned work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment he/she receives as juror or as a witness.

## **XIX PROFESSIONAL DEVELOPMENT**

- 19.01 The Board shall allocate funds each school year for the purpose of funding Professional Development activities. The funds shall be allocated to each school on a staff per capita basis, and administered at each school by a committee of staff. This clause shall be suspended for the term of this Agreement.
- 19.02 Any activity requiring a teacher to be absent from his/her assigned duties requires prior approval from the principal.

## **XX JUST CAUSE**

- 20.01 A teacher shall not be disciplined, demoted or discharged without just and sufficient cause.

## **XXI ITINERANT TEACHERS**

- 21.01 An itinerant teacher is one who has been assigned by the board to perform the teacher's duties in more than one school during the same school day.
- 21.02 An itinerant teacher shall be provided with reasonable travel time between schools.
- 21.03 An itinerant teacher shall be reimbursed at the per kilometre rate as per Board Policy.

## **XXII MEDICAL/PHYSICAL PROCEDURES**

- 22.01 A teacher may but shall not be required to perform any medical or physical procedures for students. Where a teacher voluntarily performs a medical /physical procedure, the Board will provide adequate liability insurance.

### XXIII POSTING OF VACANCIES

- 23.01 The Board shall post all vacancies for a minimum of five (5) school days in each workplace where secondary teachers are assigned and may simultaneously advertise provincially, subject to the provisions of Article XIII.
- Notwithstanding the foregoing, during August, the Board agrees to post in all workplaces where secondary teachers are assigned and in a public location in the Board office, all vacancies for five days, excluding weekends or statutory holidays, and may simultaneously advertise provincially, subject to the provisions of Article XIII.
- 23.02 Subject to Article XIII, the Board agrees that any qualified employee has the privilege of applying for any vacancy in the system for which he/she is qualified or can become qualified prior to the start of the assignment.
- 23.03 When it becomes known that an incumbent will be absent for longer than two months during the school year the Board shall post and fill a position of responsibility. A teacher appointed to fill such a position shall have acting status during the period of the incumbent's absence.
- 23.04 A copy of each job posting will be sent to the President of the Bargaining Unit at the same time the job is posted.

### XXIV HEALTH AND SAFETY

- 24.01 The Board shall **recognize** its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations. Any alleged violation of the *Act* shall be dealt with pursuant to the enforcement mechanism of the *Act*.

### XXV TERMINATION OF EMPLOYMENT

- 25.01 A teacher, other than a continuing education teacher, shall provide written notice by November 30, of the intention to terminate employment effective December 31 in a non-semestered school or at the end of the first semester, and by May 31 of the intention to terminate employment effective June 30 or August 31. The Article shall not apply in the case of redundancy which is governed by Article XIII.
- 25.02 The Employer and an employee who is a night school or summer school continuing education teacher shall give written notice to the other of not less than two weeks should either wish to terminate the employee's employment
- ( i) before the last day of the course(s) being taught by the employee; or
  - ( ii) provided that fewer than two weeks are to elapse before the start time of the course.
- Such notice shall not apply in the event of termination for just cause.
- 25.03 Nothing herein prevents an employee and the Board from mutually agreeing to the employee's resignation at any time.



**XXV TERMINATION OF EMPLOYMENT (continued)**

- 25.04 The employment relationship shall be terminated, resulting in a loss of seniority and accumulated sick leave credits, when:
- a teacher is laid off for more than three years; or
  - a teacher fails to return to work during the recall period; or
  - a teacher accepts severance pay in lieu of recall rights.

**XXVI ACTING ADMINISTRATIVE POSITIONS**

- 26.01 The Parties agree that a teacher who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal for a period not to exceed one year less a day. The Acting Principal/Vice-Principal shall be paid the following salary:
- 1/194 of Year 0 of the Principal/Vice-Principal's Salary Scale x the number of days in the position. This salary shall be in lieu of the teacher's regular salary.
- 26.02 The teacher shall continue to be subject to all terms and conditions of this Collective Agreement.
- 26.03 Nothing in this Article prevents the teacher from resuming the teacher's Bargaining Unit duties subject to forty-eight (48) hours written notice to the appropriate supervisor (Principal/Superintendent).
- 26.04 An occasional teacher shall be hired to replace a teacher from the Bargaining Unit who is acting to replace an absent Principal/Vice-Principal for a period of one full day or more.

**XXVII PROBATIONARY PERIOD**

- 27.01 A newly-hired teacher shall serve a probationary period of one school year worked.

**XXVIII DISTRIBUTION OF AGREEMENT**

- 28.01 The Board agrees to distribute a copy of this Agreement to every teacher.

This Collective Agreement is made

between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

representing

The Secondary Teachers of District 23  
of the Ontario Secondary School Teachers' Federation  
Employed by the Board

and

THE GRAND ERIE DISTRICT SCHOOL BOARD

IN WITNESS WHEREOF the Parties have, through their duly authorized representatives, hereunto signed their

names as of the 14th day of December, 1998:  
4 January 1999

FOR THE BRANCH AFFILIATE:

FOR THE BOARD:

B. Whately

Lou White

Dale R Fisher

Arlene Buercks

Mary Helen Corbin

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**ADDENDUM 1**  
**SELF FUNDED LEAVE PLAN**

a) **Intent and Limits of the Plan**

- (i) The Self-Funded Leave Plan has been developed to afford teachers the opportunity to take a **one-** year or one semester leave of absence by spreading "**n**" years salary payments over a ("**n**" + 1) year period, and through deferral of salary, finance the leave. "**n**" is not to exceed four years. The leave of absence must be taken in the final year of the plan.
- (ii) While on leave, the teacher may engage in such plans of education and employment as he/she chooses except that he/she may not be employed in the day schools operated by the Grand Erie District School Board in any capacity.
- (iii) The Board and District 23, OSSTF assume no responsibility for any consequences arising out of the plan related to effects on the teacher's superannuation provisions, income tax arrangements, Employment Insurance, and the Canada Pension Plan. All financial or legal indemnities arising from this plan shall be borne by the teacher.

b) **Qualifications**

- (i) Any teacher having three years seniority with the Board or its predecessor boards is eligible to participate in the plan.
- (ii) All teachers wishing to participate in the plan are required to sign an application form and an agreement setting out the terms and conditions of the leave.

c) **Application**

- (i) A teacher must make written application to the Director of Education before April 30 requesting participation in the Plan. The application shall set out the period in which the Plan is to be effected and the school year or semester in which the leave is to be taken.
- (ii) Written confirmation of the teacher's request shall be sent within sixty (60) days of the application.

d) **Administration of the Plan**

- (i) The Board will provide administrative services for the plan.
- (ii) In all years of the plan, the teacher will be paid a percentage of his/her proper grid salary and a percentage of his/her applicable allowance. The remaining percentage of the teacher's annual salary and applicable allowance shall be placed in an individual trust fund held jointly by the Board and the teacher in order to pay the required percentage of salary in the year in which the leave is taken. Interest will be paid in each calendar year in which it is earned. Money will be deposited with any accredited banking institution as directed by the teacher provided that the institution can be changed only once per school year if the teacher gives the Board thirty (30) days of notice in writing.

d) **Administration of the Plan** (continued)

- (iii) During the years that the individual teacher is participating in the Self Funded Leave Plan, all teacher benefits shall be maintained at a level as if the teacher were being paid at 100% his/her salary, subject to continuing eligibility under the master contract. Premium costs during the leave year will be paid in full by the teacher. During the leave year the Board shall deduct from each pay an amount equivalent to the total premium costs paid on the teacher's behalf.
- (iv) Pension plan deductions are to be continued as provided by the Teachers' Pension Plan Act and according to the policies of the Teachers' Pension Plan Board during all years that the teacher is participating. Teachers are responsible for any other arrangements with the Pension Plan Board.
- (v) Income Tax, Employment Insurance and Canada Pension Plan shall be deducted on the actual amounts received by the teacher during each of the years of the plan subject to Revenue Canada regulations in effect at the time.
- (vi) Sick leave credits shall not accumulate during the year 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.
- (vii) The year spent on leave shall not entitle the teacher to salary increment for that year.
- (viii) Subject to Article XIII, on return from leave the teacher shall be guaranteed his/her former school and former leadership position provided that the position still exists.
- (ix) If the teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the teacher the **full** amount of the salary deferred plus accrued interest, in a manner that is mutually agreeable to the Board and the teacher. If the teacher dies prior to going on leave, the salary that has been deferred plus accrued interest shall be paid to the teacher's estate. Teachers declared redundant shall be required to withdraw from the Plan.
- (x) A teacher may withdraw from the plan prior to April 1 of the year preceding the school year in which the leave commences, or as otherwise mutually agreed between the teacher and the Superintendent responsible for Human Resources. Any early withdraw is subject to a \$50 service charge.
- (xi) Upon withdrawal from the Plan, any monies accumulated, plus interest earned shall be repaid to the teacher. This repayment shall take the form of a lump sum adjustment made within thirty (30) days of withdrawal from the Plan. By mutual agreement of the Board and the teacher, the repayment may be made in two instalments on dates mutually agreed upon,
- (xii) In the year of the leave, the accumulated monies shall be paid to the teacher according to the salary schedule as outlined in Article VIII or as outlined in (xiii) below, as mutually agreed upon by the teacher and the Board prior to the commencement of the leave.
- (xiii) For a full-year leave, one-half (1/2) of the leave salary (less deductions) shall be paid on September 1 of the school year in which the leave begins, and the remaining one-half (1/2) (less deductions), shall be paid on January 3 1 which follows. For half-year leaves, the full leave salary (less deductions), shall be paid on the first day of the leave.

**LETTER OF UNDERSTANDING**

**-Between-**

**The Grand Erie District School Board**

**- and -**

**The Ontario Secondary School Teachers' Federation  
District 23**

This will confirm the understanding of the Parties on the following matters as a result of 1998-2000 negotiations:

1. The Parties agree to establish an Implementation Committee to develop plans to implement the workload provisions of the Agreement. The Committee shall consist of three Bargaining Unit representatives and three representatives from the Board.
2. The Committee will meet with principals and superintendents to explain this implementation plan following ratification and again before the start of the second semester to review all proposed changes.
3. If the Parties experience difficulties in the implementation of the Agreement, the Implementation Committee will meet upon the request of either Party at mutually agreeable times in order to review and attempt to resolve such difficulties.

Signed at Brantford on this 4 day of January, 1998. *9 BW*

*B. Wheatley*  
For OSSTF

*Lou White*  
For the Board

