

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")**

September 1, 2004 - August 31, 2008

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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, 2004 and shall continue in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 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.

- 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 OSSTF Certification Plan and in effect as of September 1, 2004. For the purpose of salary categorization, the Board recognizes that the Certification Rating Statement issued by the OSSTF Certification Plan for each teacher shall be final.
 - b) It shall be incumbent upon a newly appointed teacher to provide to the Superintendent responsible for Human Resources, a Certification Rating Statement from the OSSTF. A teacher shall be placed in Category 1 until the OSSTF Certification Rating Statement is submitted to the teacher's Principal. After submitting the OSSTF Certification Rating Statement the teacher shall receive the appropriate salary adjustment effective on the first day of employment. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond one school year worked.
 - c) A teacher who qualifies for a category change or an allowance for a Master's degree pursuant to Article 7 as a result of successful completion of a course shall receive the appropriate salary adjustment effective on 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. Notwithstanding the above, retroactive adjustments shall not be made beyond one school year worked.
- 5.02** All teachers employed on an Interim Certificate of Qualification 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.

7.02 The Basic Salary Scale (7.02(a)), Responsibility Allowances (7.05) and Continuing Education rates (1 8.02) will be increased as follows:

- * 2% effective September 1, 2004
- * 2% effective September 1, 2005
- * 2% effective September 1, 2006
- * 1% effective February 1, 2007 (50% school year)
- * 1.8% effective September 1, 2007
- * 1.4% effective February 1, 2008 (50% school year)

7.02 a) Basic Salary Scale September 1, 2004

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	37093	38590	42158	44429
1	39592	41278	45250	47743
2	42088	43967	48343	51058
3	44584	46656	51435	54371
4	47080	49344	54527	57685
5	49577	52032	57620	60999
6	52073	54721	60712	64313
7	54571	57409	63804	67628
8	57066	60098	66897	70941
9	59563	62786	69990	74255
10	62068	65476	73085	77575

b) Basic Salary Scale September 1, 2005

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	37835	39362	43001	45318
1	40384	42104	46155	48698
2	42930	44846	49310	52079
3	45476	47589	52464	55458
4	48022	50331	55618	58839
5	50569	53073	58772	62219
6	53114	55815	61926	65599
7	55662	58557	65080	68981
8	58207	61300	68235	72360
9	60754	64042	71390	75740
10	63309	66786	74547	79127

7.02 c) **Basic Salary Scale September 1, 2006**

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	38592	40149	43861	46224
1	41192	42946	47078	49672
2	43789	45743	50296	53121
3	46386	48541	53513	56567
4	48982	51338	56730	60016
5	51580	54134	59947	63463
6	54176	56931	63165	66911
7	56775	59728	66382	70361
8	59371	62526	69600	73807
9	61969	65323	72818	77255
10	64575	68122	76038	80710

d) **Basic Salary Scale February 1, 2007**

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	38978	40550	44300	46686
1	41604	43375	47549	50169
2	44227	46200	50799	53652
3	46850	49026	54048	57133
4	49472	51851	57297	60616
5	52096	54675	60546	64098
6	54718	57500	63797	67580
7	57343	60325	67046	71065
8	59965	63151	70296	74545
9	62589	65976	73546	78028
10	65221	68803	76798	81517

7.02 e) **Basic Salary Scale September 1, 2007**

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 -SALARY
0	39680	41280	45097	47526
1	42353	44156	48405	51072
2	45023	47032	51713	54618
3	47693	49908	55021	58161
4	50363	52784	58328	61707
5	53034	55659	61636	65252
6	55703	58535	64945	68796
7	58375	61411	68253	72344
8	61044	64288	71561	75887
9	63716	67164	74870	79433
10	66395	70041	78180	82984

f) **Basic Salary Scale February 1, 2008**

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 -SALARY
0	40236	41858	45728	48191
1	42946	44774	49083	51787
2	45653	47690	52437	55383
3	48361	50607	55791	58975
4	51068	53523	59145	62571
5	53776	56438	62499	66166
6	56483	59354	65854	69759
7	59192	62271	69209	73357
8	61899	65188	72563	76949
9	64608	68104	75918	80545
10	67325	71022	79275	84146

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 **1 Late Trade or Business Experience**

An allowance of one hundred (100 %) of an increment per year to a maximum of 6 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.

7.04 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) Retroactive salary adjustments shall not be made beyond one (1) school year worked.

f) 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

Teacher Consultant, Coordinator and Officer allowances shall be prorated for part-time assignments.

a) Effective September 1, 2004 the responsibility allowance will be increased by 2.0% as follows:

(i)	Major Head	\$2,512
(ii)	Minor Head	\$1,257
(iii)	Assistant Head	\$628
(iv)	Teacher Consultant	\$7,584

(v) Coordinator or Officer \$9,478

b) Effective September 1, 2005 the responsibility allowance will be increased by 2% as follows:

(i)	Major Head	\$2,562
(ii)	Minor Head	\$1,282
(iii)	Assistant Head	\$641
(iv)	Teacher Consultant	\$7,736
(v)	Coordinator or Officer	\$9,668

c) Effective September 1, 2006 the responsibility allowance will be increased by 2% as follows:

(i)	Major Head	\$2,613
(ii)	Minor Head	\$1,308
(iii)	Assistant Head	\$654
(iv)	Teacher Consultant	\$7,891
(v)	Coordinator or Officer	\$9,861

d) Effective February 1, 2007 the responsibility allowance will be increased by 1% as follows:

(i)	Major Head	\$2,639
(ii)	Minor Head	\$1,321
(iii)	Assistant Head	\$661
(iv)	Teacher Consultant	\$7,970
(v)	Coordinator or Officer	\$9,960

e) Effective September 1, 2007 responsibility allowance will be increased by 1.8% as follows:

(i)	Major Head	\$2,687
(ii)	Minor Head	\$1,345
(iii)	Assistant Head	\$673
(iv)	Teacher Consultant	\$8,113
(v)	Coordinator or Officer	\$10,139

f) Effective February 1, 2008 responsibility allowance will be increased by 1.4% as follows:

(i)	Major Head	\$2,725
(ii)	Minor Head	\$1,364
(iii)	Assistant Head	\$682

(iv)	Teacher Consultant	\$8,227
(v)	Coordinator or Officer	\$10,281

7.06 Post-Graduate Degree Allowance

An annual allowance of \$833 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, shall be grandfathered as follows:

(i)	Annual allowance for Norfolk	\$992
(II)	Annual allowance for Haldimand	\$1277

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** 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.
- 8.02** Union dues shall be deducted in equal installments from each of the first twenty pays. The local levy shall be deducted in two equal installments, 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 annual salary in proportion that the number of school days on which the teacher performs 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 1/194 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 or who go on a leave of absence will be paid any salary owing up to the last day worked. Notwithstanding 8.04 above, the teacher will be paid salary based on the teacher's full time equivalency status for each semester as set out in Article 8.09 in the proportion that the number of school days on which the teacher performs duties in the semester bears to the total number of school days in the semester.
- 8.08** Deductions for fringe benefits premiums shall be based on twenty-four (24) deductions per year, two each month, September to August.
- 8.09** For a part-time teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment.

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** For each full-time teacher and for each teacher with 60% or more of a full-time timetable, the Board agrees to administer the following plans.

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:

- 9.02 a) Vision Care** - The Plan shall include provision for Vision Care as follows:
September 1, 2004 - 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).
September 1, 2005, 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), which includes coverage for eye exams to a maximum of \$50 every 24 months.
September 1, 2006 - a maximum payment of \$275 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), which includes coverage for eye exams to a maximum of \$50 every 24 months.
September 1, 2007 - a maximum payment of \$300 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), which includes coverage for eye exams to a maximum of \$50 every 24 months.

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

Drug Plan - \$7.00 dispensing fee; no deductible

Paramedical Services (Chiropractor, Podiatrist, Naturopath, Osteopath, Speech Therapist, Physiotherapist, Psychologist, Massage Therapy) - a maximum of \$1000 per year for each of these paramedical services. There shall be first dollar access to this coverage with no maximum per visit.

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 three times annual salary and the Board shall pay 90% of the premium cost. For teachers in semestered schools having uneven timetables, this shall be interpreted as three times annualized salary.

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.

9.02 c) 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 For part-time teachers who teach less than 60% of a full timetable, the Board's share of premium costs shall be pro-rated in accordance with Article 8.09.

9.04 The Board agrees to consult with District 23, OSSTF, prior to a change or renewal 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.

9.05 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 his/her bank account. Deductions will be made from the teacher's account on the 10th 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.

9.06 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 9.05 (b).

9.07 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.

9.08 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.

Effective September 1, 2006, each teacher shall be supplied with a Statement of Cumulative Sick Leave Credits in electronic format. Teachers may review their absence record at any time by logging into "My e-Centre". Absences for the previous school year shall also be available. The Bargaining Unit shall be provided with a printed absence summary for each teacher.

- 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 a)** 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.

- 10.08 a)** Notwithstanding the foregoing:
- i) at any time in the five (5) years preceding retirement, if a full-time teacher takes a full leave of absence, becomes part-time as a result of having accepted a reduced timetable, or takes a part-time leave of absence, or is in receipt of part-time LTD benefits, 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.
 - (ii) A teacher in receipt of full LTD benefits preceding retirement shall have his / her gratuity calculated based on 100% of his / her pre-disability salary and allowances received in the year immediately prior to commencement of LTD benefits.
 - (iii) A full-time teacher who takes a leave of absence greater than five years shall have his/her gratuity calculated based on 100% of his/her annual salary and allowances at the time the leave commenced.
 - (iv) Teachers who have part-time leaves of absence greater than five (5) consecutive years preceding retirement will have a gratuity calculated on their actual salary received in their last year of employment.
 - (v) A teacher on Federation Leave under article 16.08 shall have his/her gratuity calculated based on 100% of his/her annual salary and allowances payable in their final year of employment.
- b)** 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 15th in order to qualify to receive payment of his/her retirement gratuity on the first working day of the month following the date of retirement within that year. Where notification for retirement on or before June 30th comes later than March 15th, the retirement gratuity shall be paid on the first working day in September of the following school 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 2004–05 and 2005-06 school years, school leadership positions shall continue as per the Joint Committee on School Leadership Positions, Position of Responsibility Structure dated June 7, 1999. School Leadership positions shall be reviewed as per the Letter of Understanding.

11.02 The parties recognize that a Position of Added Responsibility posted from the date of ratification to August 31, 2006 will be posted as an 'Acting' position expiring August 31, 2006).

11.03 A posting for a Position of Added Responsibility shall be a 6 section, full-time posting subject to the following:

- a) Where there is a program need identified by the Secondary School Staffing Committee (e.g. senior physics) that the successful candidate will be expected to fulfill, the Position of Added Responsibility posting will indicate that a preference will be given to candidates with additional qualifications in physics, for example. As a result, it will not be necessary to list the specific sections associated with the headship vacancy.
- b) When there is a Position of Added Responsibility vacancy during the school year that includes 6 sections, then the Position of Added Responsibility shall be posted effective the date of the vacancy.
- c) When there is a Position of Added Responsibility during the school year that does not include 6 sections, then the Position of Added Responsibility shall be posted as follows:
 - (i) As a 6 section posting, effective September 1st of the following school year. If, however, the successful candidate is from within the school then the Position of Added Responsibility shall be effective immediately.
 - (ii) If the successful candidate is external to the school then the Position of Added Responsibility shall be posted as an acting position with the current number of sections from the date of vacancy until the end of the current school year.
- d) Between the declaration of surplus by school and August 31st, if there is a Position of Added Responsibility vacancy effective the following school year that does not include 6 sections, then the Position of Added Responsibility shall be posted as follows:
 - (i) As a 6 section posting, effective September 1st of the school year following the effective date of the vacancy. If, however, the successful candidate is from within the school then the Position of Added Responsibility shall be assumed upon the effective date of the vacancy.
 - (ii) If the successful candidate is external to the school, then the Position of Added Responsibility shall be posted as an acting position with the current number of sections from the date of vacancy until the end of the current school year.

11.04 Effective September 2006, any teacher who is appointed to a Position of Added Responsibility shall teach at least 50% of the assigned timetable in the subject area or subject areas for which the department or organizational unit has been created.

XII CONDITIONS OF WORK

12.01 Each full-time teacher shall be assigned a maximum of six (6) periods.

12.02 A full-time teacher shall be assigned the following additional professional assignments which may be comprised of on-calls, supervisions, student mentoring (not including attendance monitoring) and teacher mentoring:

2005-06 - up to 70

2006-07 - up to 68

2007-08 - up to 64

12.03 There shall be no more than two (2) half-periods of on-calls/supervision/student mentoring/teacher mentoring assigned per week and no more than one half-period per day. Regardless of the length of the amount of time allocated within the half-period, the assignment shall count as one (1) half-period.

Notwithstanding the above, the Principal may assign some or all Guidance, Learning Resource, Library, Co-op, Self-contained Special Education and Alternative Education teachers to student mentoring as their additional professional assignments on a daily basis not to exceed the equivalent of the number of half-periods pursuant to Article 12.02.

12.04 Alternative professional assignments shall be equitably distributed among all teachers.

12.05 Part-time teachers shall be assigned additional professional assignments pro-rated in the same proportion as their assignment bears to full-time.

12.06 No teacher shall be assigned more than 3.0 courses per semester unless there is an agreement by the teacher, the Bargaining Unit and the Board.

12.07 A period shall be 75 minutes in length. The length of time may be adjusted to accommodate home room. No teacher shall be assigned more than three periods without a break, unless agreed by the Board, the Bargaining Unit and the teacher, and reported to the Secondary School Staffing Committee.

12.08 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.

12.09 Unless otherwise agreed upon by a teacher, no teacher shall be assigned more than two half-credit courses in a school year except where it is the normal part of the teacher's assignments to teach several half or partial credit courses in order to deliver normal instructional program (i.e. team teaching in shop rounds course or civics/career education).

12.10 Wherever possible, teachers shall be notified of any on-call assignments before the close of the previous school day.

12.11 The Superintendent responsible for Human Resources, or designate, will forward to the District 23 Office, by September 30th and February 28th, a copy of each member's workload assignment for the year.

12.12 The following class size maximums shall be used for all schools other than Sprucedale and shall not be exceeded:

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
LDCC/Learning Strategies/"K"	19	18	17
Applied	25	24	23
Grade 9/10 Open	28	27	26
Academic	30	30	30
Workplace "E"	24	23	23
OSSLC	20	20	20
College	30	28	27
Grade 11/12 Open	30	28	27
University	34	33	32
University/College	34	33	32
co-op	28	27	25
ESL Core/Subject Group	20	20	20
Student Success STEP/Credit Recovery	21	20	20
Off-Site Alternative	28	26	24
Broad-Based Technology (excluding Computer and Communication classes)	23	22	22
Family Studies (labs)	25	24	24

Class size limits can be exceeded by no more than two (2) students. If a further imbalance occurs during the scheduling process, these class size limits can be exceeded with the approval of the In-School Staffing Committee.

12.13 The maximum number of students in a class that contains more than one course shall be the lowest maximum of the courses represented.

12.14 By October 15th for the first semester, and March 15th for the second semester, no class shall exceed the maxima in Article 12.12.

12.15 By the first Friday in October for the first semester, and by the first Friday in March for the second semester, the In-School Staffing Committee shall review the class sizes.

12.16 The maximum pupil period contacts for Sprucedale shall be as specified by the Ministry of Education.

12.17 The maximum class size for Sprucedale shall not exceed those specified by the Ministry of Education.

12.18 The length of the school year shall be in accordance with the Education Act.

12.19 Teachers shall not be required to work any days preceding the official start of the school year.

12.20 E-Learning

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

- 12.20 b)** A class which 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 guidelines as other classes in the secondary system. Credits granted for such classes shall be used to generate FTE teachers within the Teachers' Bargaining Unit.
- c)** All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the teacher assigned to the electronic classroom.
- d)** A teacher teaching electronically delivered courses shall be assigned a work location in the teacher's secondary school,
- e)** A teacher assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Article 12 of this Collective Agreement.
- f)** For purposes of staffing and surplus declaration, a teacher 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 teacher has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.
- g)** The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment and staffing of credit courses offered by electronically delivered curriculum.

XIII STAFFING, SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL

13.01 a) Secondary Staffing Committee

- (i)** A Secondary Staffing Committee shall be established to provide input to the Superintendent with responsibility for Human Resources, or designate, regarding the staffing requirements of the secondary system and to assist with determining the number of teachers required in accordance with the *Education Act*, applicable regulations and the Collective Agreement.
- (ii)** The Committee shall be composed of three representatives from the Board and three representatives from the Bargaining Unit. Additional personnel resources may be invited to meetings on the consent of the Board and the Bargaining Unit. The Superintendent with the responsibility for Human Resources, or designate, shall chair the Committee.
- (iii)** The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee, shall:
- (a)** Review the enrollment projection data to estimate the total complement of secondary system teaching staff for the following school year.
- (b)** Have calculated the number of teachers required for credit and non-credit courses/lines in accordance with the *Education Act*, applicable Regulations, and the Collective Agreement and allocate to each school its share.

- 13.01 a)**
- (iv) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee, will make the necessary adjustments to the total complement of secondary system teaching staff in response to shifts in the projected enrolment.
 - (v) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee, shall allocate the number of teachers to the schools.
 - (vi) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee shall monitor individual workload including class sizes. When a teacher's workload including class size is excessive the Secondary School Staffing Committee shall make recommendations through the Superintendent of Human Resources or designate to the Superintendent responsible for the teachers school to address the situation. The Board shall ensure that necessary data is made available to the committee.
 - (vii) The Secondary Staffing Committee shall monitor the application of surplus and redundancy procedures and ensure that procedures are followed. For this purpose, the Committee shall attend a meeting to declare surplus to schools and vacancies. Human Resources shall consult with District 23 OSSTF regarding the placement of surplus teachers.
 - (viii) The Secondary Staffing Committee shall act on a consultative basis only. The final decisions shall rest with the Superintendent responsible for Human Resources, or designate.
 - (ix) The Secondary Staffing Committee shall meet at least monthly, if required, starting in September of the school year.

13.02 I S Staffing Committee

An In-School Staffing Committee shall be established and maintained from year to year in each secondary school commencing September 1, 2005.

- a)** An In-School Staffing Committee shall be comprised of the following school personnel:
- (i) the OSSTF Branch President, or designate
 - (ii) a second representative from the Branch Executive
 - (iii) the Principal
 - (iv) A Vice-Principal
- b)** The Committee shall meet at least three (3) times per school year at the request of the Branch President. The purpose of the meetings are as follows:
- (i) to review the initial and final staffing allocation of the school. To include a review of the allocation of classroom teachers, including non-credit Special Education, ESL, Guidance, Library and LRT, and class size. The Committee will provide feedback to the Secondary Staffing Committee.
 - (ii) To review surplus and redundancy declarations. Department Heads are

exempt from being surplus to the needs of the school.

13.02 c) The Committee shall act in a consultative basis only; the final decision shall rest with the Principal.

13.03 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.

Effective September 1, 2005, a Surplus to School teacher is a teacher who has been identified by seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.

b) **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.

c) 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.

13.04 **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.

13.04 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, or designate, and the Bargaining Unit President.

c) For teachers who were not covered by 13.04 (b) but subsequently are at risk of being declared surplus and have a tied seniority number:

Article 13.04 (b) (i) to (v) shall be applied.

13.05 Seniority at Sprucedale Secondary School

- 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.

13.06 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 13.04 (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.

13.07 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 or vice-principal paying union dues on all salaries received during the leave upon return to the Bargaining Unit.

13.08 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. Effective September, 2006, the Board shall prepare and post on a conference in the Board's First-class E-mail system a list of teachers in order of seniority. 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 13.04.

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.

13.09 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.
Effective September 1, 2005, a Surplus to School teacher is a teacher who has been identified by seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.

- 13.09 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.
- 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.

13.10 Staff Transfers

- a)** The Superintendent responsible for Human Resources, in consultation with the Secondary School Staffing Committee, 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 13.10 (a) shall not be placed again by such transfer in the following school year, except by mutual agreement.

13.11 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.
Effective September, 2006, a copy of the Vacancy List shall be posted on the JobPostings conference in the Board's First-class E-mail system, 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.
Effective September, 2006, a copy of the Vacancy List shall be posted on JobPostings conference in the Board's First-class E-mail system.
- 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. All vacancies (effective September, 2006) shall be posted on the JobPostings conference in the Board's First-class E-mail system for a minimum of forty-eight (**48**) hours, excluding weekends and holidays, before the position is offered to any teacher.

- 13.11 d)** Surplus to school teachers shall have one (1) right of first refusal based on qualifications in order of seniority to any posted vacancy until June 30th. Any vacancy after June 30th is not subject to the right of refusal.
- e) Subject to Article 13.11(d) all teachers covered by this Agreement, except for redundant teachers, may apply for any remaining vacancy from the Vacancy List for which they are qualified.

13.12 Pl of Surplus to School r

- 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.
- 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 13.11 (a) and 13.11 (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.

1 d h

- 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, 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

14 Provisions for _____

- a) Redundant teachers shall have the right of recall, in order of qualifications and seniority, to regular teaching positions in accordance with Article 13.15 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 1/6 annual rate of salary
 - (ii) 5 to 8 years' service 1/4 annual rate of salary
 - (iii) over 8 years' service ½ 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.

13.15 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 OSSTF, District 23 their most recent address and telephone number. Teachers who do not inform the Board of where they may be reached for recall purposes shall forfeit their right to recall if they are no longer residing at their last known address to the Board.
- 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.

- 13.15 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. He/she forfeits all right to recall if a redundant teacher does not respond to the offer of a position by midnight on the fifth (5th) day (exclusive of Saturday and Sunday) after the date of mailing of the written offer.
- j)** A teacher has the right to refuse three recalls to a position 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)** At the time of recall, a teacher who is enrolled in an educational upgrading course which prevents him/her from assuming the duties of a position offered by the Board shall be assigned to the available position in accordance with this Article and shall be granted an unpaid leave of absence for the duration of the course.
- 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.

15.01 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.

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 Director of Education. The Bargaining Unit shall present the grievance to the Director at a meeting to be held within fifteen (15) days of the Director's receipt of the grievance. The Director shall answer the grievance in writing within five (5) days of the meeting.

Step Three

If the reply of the Director is unacceptable to the Bargaining Unit it may, within ten (10) days of receiving the written reply of the Director, 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.

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 timeframe 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 timelines, 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 of 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 teacher's rate provided an occasional teacher is hired.

XVI LEAVES OF ABSENCE

16.01 The following absence 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, fiance 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, niece or nephew.

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 traveling, 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 fiance. 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.

16.01 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 traveling 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.

e) Recognized Holy Days

A teacher is allowed a leave of absence for the observance of recognized Holy Days.

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 (3) school days per year, and effective September 1, 2005, up to a maximum of two (2) school days per year, for urgent matters (including adoptive leave and paternity leave), 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 from a personal principal residence, 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.

d) Personal Day

Effective September 1, 2005, a teacher shall be granted a leave of absence for personal reasons for a maximum of one (1) day in a school year. Such leave shall not abut a Board-designated holiday, a statutory holiday, or summer, March or Christmas Break. The principal reserves the right to limit the number of personal days given on any one day at his/her school. Where possible, at least three (3) school days notice shall be given to the principal.

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) Subject to Article 9.06, fringe benefit payments shall be made on behalf of the teacher on leave, upon request.
- 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.

16.05 Upon the request of the teacher, the Board will provide reasons in writing for the denial of a leave or of payment for a leave.

16.06 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) (i) 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 sixty (60) percent of his/her salary for the two-week time period. The teacher must provide proof from EI that an unpaid waiting period has been served.
Effective September 1, 2005, 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 one hundred (100) percent of his/her salary for the two-week time period. The teacher must provide proof from EI that an unpaid waiting period has been served.

- 16.06 b) (ii) One hundred percent (100%) of the teacher's normal weekly earnings minus the EI benefits for six weeks post-partum are payable. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred percent (100%) of the teacher's normal weekly earnings.
- (iii) For the purpose of Article 16.06 (b)(ii), teacher's weekly earnings are 5/194 of the teacher's annual salary.
Teachers shall only be paid for time that falls within their normal scheduled work period (NOTE: Effective date of ratification, the requirement to compensate only for the normally-scheduled work period is deleted from the collective agreement).
- (iv) No sick leave credits shall be deducted as a result of payments made in 16.06 (b) (ii).

16.07 Self-Funded Leave Plan

The details of this Plan are as per the Addendum to this Agreement.

16.08 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 May 10th of the preceding school year.
- b) Each teacher on leave shall receive regular salary, allowances and benefits, experience for grid placement and seniority. District 23, OSSTF shall reimburse the Board for up to two (2) FTE leave based on the salary rate of a Category 2, Year 0 teacher plus the employer's portion of the absent member's non-statutory benefits plus allowances for the period of the leave.

16.09 Leave for OSSTF Business

- a) At the request of the OSSTF, District 23, 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 16.09 (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.

16.10 Provincial Executive Leaves

- 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.

- 16.10 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.
- 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 the Board for the full cost of salary and benefits of the teacher on leave.

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

16.12 Part-time Leave - Reduction in Timetable

- a)** A part-time leave may be granted to a full-time teacher who has completed his/her probationary period and who wishes to reduce his/her timetable. There shall be no limit to the number of years a teacher may apply for a reduction in timetable.
- b)** Application in writing for a leave under this Article shall be made to the Superintendent responsible for Human Resources, or designate, prior to March 1st.
- c)** Subject to the provisions of Article 13, a return to a full-time teaching load at the teacher's current school upon completion of the leave shall be guaranteed.
- d)** Notwithstanding the above, any teacher may, by mutual consent, apply for a reduced timetable at any time.

16.13 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 school years. If the position does not exist, or if a leave exceeds two school 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 two school years. If the leave exceeds two school years, the teacher concerned shall be guaranteed a position in the system on return.

16.14 Leave From Home School

Teachers who accept an assignment of two school years or less in a Teacher Consultant, Coordinator or Officer role, or to replace a teacher who has taken a temporary leave of absence, shall be guaranteed a return to their former school.

16.15 For the purposes of Article 16.13 and 16.14 "two school years" shall be interpreted as follows: Should a teacher take a leave at any time during the school year (September to June), the two school years commences the following September (i.e. if a leave commences October 5th, 2003, the two school years is from October 5th, 2003 through to August 31st, 2006).

16.16 Family Care Medical Leave

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

XVII UNION DUES AND LOCAL LEVY

17.01 Deductions for Union dues and any levy chargeable by 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.

Effective September, 2006, the Board agrees to post all vacancies on the JobPostings conference in the Board's First-class E-Mail system all openings for five (5) school days and may simultaneously advertise provincially.

18.03 The **Hoard** 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 as follows:

Effective September 1, 2004 the rates will be increased by 2%:

Teacher \$33.92

Supervisor \$1,844

Effective September 1, 2005 the rates will be increased by 2%:

Teacher \$34.60

Supervisor \$1,881

Effective September 1, 2006 the rates will be increased by 2% as follows:

Teacher \$35.29

Supervisor \$1,919

Effective February 1, 2007 the rates will be increased by 1% as follows:

Teacher \$35.64

Supervisor \$1,938

Effective September 1, 2007 the rates will be increased by 1.8% as follows:

Teacher \$36.28

Supervisor \$1,973

Effective February 1, 2008 the rates will be increased by 1.4% as follows:

Teacher \$36.79

Supervisor \$2,001

All rates of pay to be specified as "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 for Summer School Teachers

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.

A total of one (1) school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece or nephew.

18.07 b) Bereavement for Continuing Education Teachers (other than Summer School)

A total of one (1) school day (teaching session) 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, grandparent-in-law, son-in-law, daughter-in-law, aunt or uncle.

c) 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.

d) 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

Articles 19.01 and 19.02 are effective September 1st, 2004.

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.

19.02 An activity requiring a teacher to be absent from his/her assigned duties requires prior approval from the principal.

19.03 For the school year 2004-2005, the Board shall allocate at the commencement of the school year the sum of \$50,000 for Professional Development.

For the school year 2005-2006 and every year thereafter, the Board shall allocate at the commencement of the school year the sum of \$74,000 per year for Professional Development.

Any Professional Development monies remaining at the end of a school year shall be carried forward to the next school year. The monies carried forward shall not become part of the \$74,000 Professional development allocation for a given year but will be in addition to the yearly \$74,000 Professional Development allocation.

XX JUSTCAUSE

20.01 No teacher who has completed the probationary period shall be disciplined, demoted or dismissed without just cause. A lesser standard of just cause shall apply to a probationary

teacher.

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 kilometer 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, 2005, 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 (5) days, excluding weekends or statutory holidays, and may simultaneously advertise provincially, subject to the provisions of Article XIII.

Effective September 1st, 2006, the Board shall post all vacancies for a minimum of four (4) school days on the JobPostings Conference in the Board's First-class E-Mail system and may simultaneously advertise provincially, subject to the provisions of Article XIII.

Notwithstanding the foregoing, during August, 2006, the Board agrees to post on the JobPostings Conference in the Board's First-class E-Mail system, all vacancies for four (4) days, excluding weekends or statutory holidays, and may simultaneously advertise provincially, subject to the provisions of Article XIII.

Effective September 1st, 2007, the Board shall post all vacancies for a minimum of three (3) school days on the JobPostings Conference in the Board's First-class E-Mail system and may simultaneously advertise provincially, subject to the provisions of Article XIII.

Notwithstanding the foregoing, during August, 2007 and every August thereafter, the Board agrees to post on the JobPostings Conference in the Board's First-class E-Mail system, all vacancies for three (3) 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 PERSONNEL FILES

24.01 The only recognized personnel file respecting a teacher shall be maintained by Human Resources Services of the Board and shall be available and open to the teacher for inspection in the presence of the Superintendent responsible for Human Resources, or designate, with prior notice and during the regular working hours of the Department.

24.02 Upon request, a teacher shall be entitled to copies of any materials contained in the employee's personnel file.

24.03 Where a teacher authorizes, in writing, access to the employee's personnel file by another person acting on the teacher's behalf, Human Resources Services shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

24.04 Teachers shall receive copies of any materials placed in their personnel files.

XXV HEALTH AND SAFETY

25.01 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*,

XXVI TERMINATION OF EMPLOYMENT

26.01 A teacher, other than a continuing education teacher, shall provide written notice by November 30th, of the intention to terminate employment effective December 31st in a non-semestered school or at the end of the first semester, and by May 31st of the intention to terminate employment effective June 30th or August 31st. The Article shall not apply in the case of redundancy which is governed by Article XIII.

26.02 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.

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

- 26.04** 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.

XXVII ACTING ADMINISTRATIVE POSITIONS

- 27.01** 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.

- 27.02** The teacher shall continue to be subject to all terms and conditions of this Collective Agreement.
- 27.03** 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).
- 27.04** 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.

XXVIII PROBATIONARY PERIOD

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

XXVIX DISTRIBUTION OF AGREEMENT

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

XXX E FETY INSURAN E

- 30.01** When a teacher is eligible for and receives approval of claim by the Workers' Safety Insurance Board, the Grand Erie District School Board shall supplement the WSIB salary award from the teacher's sick leave credits to provide for payment of the teacher's full salary until sick leave credits have been exhausted. The sick leave deduction shall be no more than the percentage necessary to provide the payment of full salary.

In the event the teacher does not want to use sick leave credits in this manner the WSIB salary award alone shall be paid and there shall be no deduction from sick leave credits. The teacher shall notify Human Resources Services in writing of the selection of this option. Whenever feasible, the aforementioned notice shall be provided within two (2) weeks of the accident having been reported.

30.02 Where a residual permanent loss of physical ability to perform or a deficiency described by the Workplace Safety Insurance Board as less than "100% physical capability" results, the teacher shall retain the award at any time if received as a lump sum or, starting with the first day of return to work if the award is received as a continuing benefit.

XXXI EMPLOYEE ASSISTANCE PROGRAM

31.01 The Board agrees to provide professional and confidential assessment and/or counseling assistance to the members of the Bargaining Unit by maintaining an Employee Assistance Program (EAP). The EAP shall utilize the services of independent professional counselors and/or referral agents who are not employees of the Board.

31.02 An EAP Review Committee shall oversee the administration of the program and shall make recommendations to the Board concerning the range of services to be provided under the program.

31.03 The Bargaining Unit shall have one representative on the EAP Review Committee. The Committee shall meet at least once each year.

31.04 Services provided under the EAP shall not be altered without consultation between the Board and the Bargaining Unit.

31.05 All members of the Bargaining Unit shall be eligible for a minimum of four (4) one-hour assessment or counseling sessions with a service provider per school year.

31.06 The Board shall pay 75% of the costs associated with the EAP.

XXXII TEACHER PERFORMANCE APPRAISAL

32.01 Performance Appraisals of all teachers shall be conducted in accordance with the *Education Act* and its Regulations as amended from time to time; however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out in 31.04 below.

32.02 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.

32.03 Teachers in Positions of Added Responsibility shall not conduct teacher performance appraisals, but this shall not preclude teachers in Positions of Added Responsibility from participating in programs of assistance or other remediation.

32.04 The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time lines in Article 15 (Grievance/Arbitration Procedure).

**XXXIII ATTENDANCE MANAGEMENT POLICY/HEALTH AND DISABILITY
MANAGEMENT POLICY**

33.01 The Board, OSSTF District 23 and the teacher are committed to support the return to work of teachers with a disability and to ensure that they are treated with respect and dignity at all times. The Board and the Bargaining Unit further agree that all such workers shall be accommodated pursuant to the requirements of the *Ontario Human Rights Code*.

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 ____ day of _____, 2005

FOR THE BRANCH AFFILIATE:

FOR THE BOARD:

Letter of Understanding

Extra-curricular Activities are voluntary activities organized for students which occur outside of the regular instructional program.

Letter of Intent

The Secondary teaching staffing component for grades seven (7) to graduation schools will be based upon the staffing generated by the Provincial Student Focused Funding Model.

Letter of Agreement

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

Teacher Development Account

A one-time allowance for each teacher on staff with the Board in the 2004-05 school year has been provided by the Ministry of Education. The allowance, to a maximum aggregate disbursement of \$339,456 shall be used by teachers between September 1st, 2004 and August 31st, 2006 for out-of-pocket expenses associated with their professional development needs. These expenses may be for computers and equipment, professional materials, courses, or other such related expenses. The maximum reimbursement for any teacher shall be no more than \$512. Teachers teaching less than full-time during the 2004-05 school year shall receive a pro-rated portion of the allowance.

The Parties shall jointly establish reimbursement procedures.

Any amount that is remaining after August 31st, 2006, shall be directed to the Bargaining Unit.

The Parties shall complete their deliberations and report no later than September 30th, 2005.

Dated at Brantford, Ontario, this _____ day of _____, 2005.

FOR THE BOARD:

FOR THE UNION:

Letter of Agreement

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

Provincial Salary Re-opener

If the provincial government provides the Board additional funding specifically for secondary teacher salaries, including allowances except for Additional Degree Allowance, for either or both of the school **years** 2006-07 and 2007-08, then the salaries for those years will be increased to the extent permitted by the amount of such funding as follows.

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

If the province's tax revenues in the 2005-06 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 in the 2006-07 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%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

Such additional percentage increases (maximum 0.5%) shall be applied to the applicable salaries for the years commencing September 1, 2006 and September 1, 2007.

Dated at Brantford, Ontario, this _____ day of _____, 2005

FOR THE BOARD:

FOR THE UNION:

Letter of Understanding

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

Student Success Initiative

The Parties agree that the Secondary School Staffing Committee shall meet annually to review and make recommendations regarding the allocation of staff generated from Student Success Initiatives Funding, with a view to supporting student success through:

- a) specifically targeted school-based student success leaders
- b) school-based student success initiatives
- c) reduced class sizes in applied, workplace, locally-developed courses, college and academic classes where possible
- d) student mentoring
- e) teacher mentoring

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

Dated at Brantford, Ontario, this _____ day of _____, 2005

FOR THE BOARD:

FOR THE UNION:

Letter of Understanding

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

Re: Secondary School e-Learning (electronically delivered curriculum)

The Board and Federation agree that, upon release of the Ministry of Education's Plan for e-Learning through the Learning Management System, the Parties shall meet forthwith to develop a Protocol for the delivery of e-learning in the Grand Erie District School Board.

Dated at Brantford, Ontario, this _____ day of _____, 2005

FOR THE BOARD:

FOR THE UNION:

Letter of intent

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

Positions of Added Responsibility Committee

The Parties agree that a PAR Committee shall be struck to develop a PAR structure model. Membership of the Committee will consist of one department head from each family of schools, one principal from each family of schools, the Union President or designate, and one other OSSTF member, the Superintendent of Human Resources, or designate, and the Secondary School Human Resources Co-ordinator. The Committee shall meet by September 30th, 2005 with the mandate to deliver the model by November 30th, 2005. In the event that consensus cannot be reached by that date, the Parties will mutually agree to a mediator/arbitrator who will convene a hearing by January 15th, 2006. There shall be one day only for mediation and arbitration to occur and the arbitrator's decision will be final and binding on the parties.

It is agreed that the model will incorporate, but not be limited to, the following philosophies:

- The model will result in a minimum of a 20% reduction of organizational units/identified Positions of Added Responsibility to be achieved through attrition.
- The model will be implemented by September, 2006.
- Any reduction of department heads will occur through resignation, retirement or promotion.
- The model will be differentiated based on school program/population.
- The model will allow for individual school differences, e.g. school demographics, priorities, culture, location, etc.
- The model will allow for periodic review and possible restructuring based on relevant changes in education priorities at the school, Board or provincial level.

The individual In-School Staffing Committee will receive the PAR model by February 1st, 2006 and will reach consensus decision regarding the application of the model within each school by March 31st, 2006. Any Position of Added Responsibility posted from the date of ratification to August 31st, 2006 will be posted as an 'acting' position expiring August 31st, 2006.

Dated at Brantford, Ontario, this _____ day of _____, 2005

FOR THE BOARD:

FOR THE UNION:

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

Re: Article 13.15 - Recall

The recall procedure is premised on the need to put teachers with the necessary teachable subject match in vacancies wherever/whenever possible, based on the understanding that these teachers have the best knowledge to deliver subject curriculum and provide the best program to students.

- 1) Restricted Subject Areas (i.e. Technological Studies, French, Special Education)
 - in seniority order, teachers in these subject areas are offered positions/sections in their areas of specialty as noted on their Certificate of Qualification.

- 2) General Studies/Semi-Restricted Subjects
 - in seniority order, teachers in these subject areas are offered positions/sections based on teachable subject/vacancy match.
 - i.e. Math sections are offered to the most senior teacher with math as a teachable subject. If he/she declines, the next math qualified teacher is offered the position/sections. Proceed through the recall list in this manner until the math sections are accepted.

 - if no one on the recall list is math qualified, or if no one accepts the offer of the math position/sections, in seniority order, the math sections are offered on mutual consent. Proceed through the recall list in seniority order until the sections have been accepted.

Note: limitation re semi-restricted subjects (i.e. Art, PHE, Music, Family Studies, Business Studies) to 1 or 2 subjects a year.

Dated at Brantford, Ontario, this _____ day of _____, 2005

FOR THE BOARD:

FOR THE UNION:

**ADDENDUM
SELF FUNDED LEAVE PLAN**

1) 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 six (6) 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 receive any salary or wages from the Board other than the salary under the deferred plan.
- (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. Terms and conditions governing the Self-funded Leave Plan must be in accordance with Canada Customs and Revenue Regulations and, as such, may change from time to time.

2) 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.

3) 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 leave is to be taken.
- (ii) Written confirmation of the teacher's request shall be sent within sixty (60) days of the application.

4) 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. No more than 33 1/3% of the teacher's salary may be deferred in any one calendar year. 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.

- (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 Canada Customs and Revenue 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. The teacher must return to his/her teaching position with the Board for a period of time not less than the period of the leave of absence.
- (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 withdrawal 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 (½) 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 (½) (less deductions), shall be paid on January 31 which follows. For half-year leaves, the full leave salary (less deductions), shall be paid on the first day of the leave.