



OTTAWA-CARLETON
DISTRICT SCHOOL BOARD

COLLECTIVE AGREEMENT

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

(hereinafter referred to as “the Employer”)

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25 Teachers' Bargaining Unit)**

(hereinafter referred to as “the Bargaining Unit”)

Effective 1 September 2008 to 31 August 2012

11235 (05)

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ARTICLE 1 **PURPOSE**

- 1.01 It is the purpose and intent of the parties to:
- (a) set forth within this agreement terms and conditions of employment, including salary, allowances, benefits, working conditions and other related provisions mutually agreed to herein, all of which constitute the entire negotiated agreement between the parties;
 - (b) promote harmonious and mutually beneficial relationships between the Employer and the Ontario Secondary School Teachers' Federation (OSSTF) District 25, Teachers' Unit; and,
 - (c) provide for procedures for prompt and equitable disposition of all matters in dispute which may arise between the parties.

ARTICLE 2 **TERM OF AGREEMENT**

- 2.01 This agreement shall be in force from 1 September 2008 to 31 August 2012, except where otherwise indicated, and from year to year thereafter, unless either party notifies the other party in writing, as to its desire to renew the Agreement with or without modification, pursuant to the Ontario Labour Relations Act.
- 2.02 Notwithstanding the period of notice cited in Article 2.01, either party may notify the other, in writing within the period commencing 1 April prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.03 If either party gives notice of its desire to renew the Agreement in accordance with Article 2.01 or Article 2.02, the parties shall meet within fifteen (15) days from the giving of notice, or such longer period as may be agreed by the parties, to commence negotiations for the renewal of the agreement in accordance with the Ontario Labour Relations Act.
- 2.04 Amendment to the terms and conditions contained in this Agreement during its term shall be made in writing and only by mutual consent of the Employer and the Bargaining Unit. Either party may give notice in writing of its desire to amend this Agreement during its term, providing the other party with copies of the proposed amendments. The party receiving notice shall, within thirty (30) days, arrange to meet with the party requesting amendments or otherwise reply to the request in writing.

ARTICLE 3 **RECOGNITION**

- 3.01 (a) The Ottawa-Carleton District School Board (the Employer) recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the sole and exclusive bargaining agent for all secondary teachers employed by the Employer.
- (b) The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all

matters pertaining to the negotiation and administration of this Collective Agreement.

- (c) The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

3.02 For the purposes of this agreement, the term secondary teacher means a person duly certified by the Ontario College of Teachers and;

- (a) who is assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time;
- (b) who is assigned to teach a continuing education credit course at the secondary level; and,
- (c) who is assigned to provide home instruction;

but does not include an occasional teacher, a supervisory officer, a principal, or a vice-principal.

3.03 Pursuant to the Ontario Labour Relations Act, the Employer recognizes the Negotiating Committee of the Bargaining Unit and the Bargaining Unit recognizes the Negotiating Committee of the Employer. The parties shall notify each other in writing as to the names of Committee members.

ARTICLE 4 LEGISLATIVE CHANGES

4.01 In the event legislative changes are tabled which may render null and void any provision of this agreement, or which may necessitate accommodation of any provisions of the Agreement, either party may give notice to the other party requesting a meeting of the negotiating teams to address these matters. This meeting to discuss legislative changes shall normally be held within thirty (30) days.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Subject only to the specific terms, provisions and conditions contained in this Collective Agreement, and subject to the right of either party to lodge a grievance as set out in this Collective Agreement the parties recognize and accept the right and obligation of the Employer to manage the affairs of the Employer in all respects including, but not being limited to, the following:

- (a) to hire, transfer, promote, demote, assign, lay-off or recall;
- (b) to discipline, suspend (with or without pay), or discharge for just and sufficient cause;
- (c) to formulate and publish reasonable rules and regulations to be observed by teachers covered by this Agreement;

- (d) to plan and control the teaching programs of the Employer including, but not being limited to, the number of teachers to be employed, the number of students to be taught, the subjects to be taught, the designation of positions of responsibility, the hours of school, the school year and the holidays to be observed, and school location and facilities and to plan for the retirement of teachers and, without limiting the generality of the foregoing, to carry out such other responsibilities of the Employer as outlined in Acts and Regulations pertaining to education in the province of Ontario.

5.02 The Employer agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

5.03 (a) Teachers shall have the right to have Bargaining Unit representation present at any meeting held for the purposes of investigating a matter which may lead to disciplinary action or any subsequent disciplinary meeting(s).

- (b) To accommodate the teacher's rights under Article 5.03 (a), the teacher shall be provided with twenty-four (24) hours notice of the scheduling of such meeting.

ARTICLE 6 UNION-EMPLOYER COMMITTEE

6.01 The Ottawa-Carleton District School Board and OSSTF, District 25 Teachers' Unit agree to establish a joint committee whose function shall be to discuss issues of concern to the Bargaining Unit and/or the Employer.

6.02 The Committee shall be composed of up to three (3) Bargaining Unit representatives and up to three (3) Employer representatives, including the Supervisory Officer responsible for secondary staffing or a designated Supervisory Officer.

6.03 Additional representatives may be invited to attend as required to deal with the specific subject matters under discussion. Each party shall bear the costs, if any, associated with the attendance of these additional representatives.

6.04 The committee shall meet within fifteen (15) work days of either party requesting a meeting. The committee will attempt to resolve issues and make recommendations to their respective principals for further action, if required.

6.05 Nothing in this Article precludes representations and consultations by the Employer and the Bargaining Unit concerning any matter.

ARTICLE 7 NO STRIKE OR LOCKOUT

7.01 (a) The Employer and the Bargaining Unit agree that there shall be no strike or lockout during the term of this Collective Agreement. The terms "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

- (b) In the event a strike by other employees of the Board is imminent, the parties shall meet to discuss matters of mutual concern.

7.02 In the event of a strike by other Employees of the Board, the parties agree that:

- (a) the Employer shall notify the President of the Bargaining Unit immediately when the situation is evident;
- (b) a consultative committee comprised of two representatives of the Bargaining Unit and two representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to members of the Bargaining Unit;

Specifically the committee will address the following issues:

- i) the health, safety, and duties of Bargaining Unit members during the strike;
- ii) procedures for entering/exiting a workplace with a picket line;
- iii) other strike related issues which may affect members of the Bargaining Unit.

ARTICLE 8 DISTRIBUTION OF COLLECTIVE AGREEMENT

8.01 The Employer will electronically post the Collective Agreement in an internal system accessible by members.

8.02 The parties agree that they shall be responsible for their own costs of printed Collective Agreements.

ARTICLE 9 UNION DUES

9.01 On each pay date on which an employee is paid, the employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined annually by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

9.02 Provincial

The OSSTF dues deducted in Article 9.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

9.03 Local

Dues specified by the Bargaining Unit in Article 9.01, if any, shall be deducted and remitted to the Treasurer of OSSTF, District 25 at 1565 Carling Avenue, Suite 610, Ottawa, Ontario, K1Z 8R1 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the deduction period, salary for the period, and the amounts deducted.

9.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 10 PLACEMENT ON SALARY GRID

Category Placement

10.01 The placement of OSSTF (District 25) teachers in their respective categories (groups) shall be determined in accordance with the current certification charts published by OSSTF.

The certification rating statements provided by OSSTF to individual members are the only statements acceptable for verification of category placement.

10.02 A teacher who submits a copy of his/her OSSTF Certification Rating Statement and the accompanying letter from OSSTF, which confirms the certification plan used to evaluate and issue the rating statement, to the Human Resources Officer (Academic) for a change in category placement shall receive the adjustment, as follows:

- (a) if the statement and letter are received between 1 September and 31 December, inclusive, the teacher's salary shall be adjusted retroactive to 1 September.
- (b) if the statement and letter are received between 1 January and 31 March, inclusive, the teacher's salary shall be adjusted retroactive to 1 January.
- (c) if the statement and letter are received between 1 April and 31 August, inclusive, the teacher's salary shall be adjusted effective 1 September.

Recognition of Previous Experience

10.03 All newly hired teachers shall have their prior teaching experience credited in accordance with this article.

(a) Teaching Experience Within Ontario

Elementary or secondary teaching experience acquired while employed under contract as a teacher holding a Certificate of Registration (or equivalent) recognized by the Ontario College of Teachers shall be credited for determining placement on the salary grid. Experience acquired in any assignment which falls within the definition of occasional teacher shall only be credited in accordance with Article 10.03 (d).

(b) Teaching Experience Within Canada

Elementary or secondary teaching experience acquired while employed under contract as a teacher holding a teaching certificate recognized by boards, provinces, or territories within Canada, shall be credited for determining placement on the salary grid. Experience acquired in any assignment which falls within the

definition of occasional teacher, or equivalent, shall only be credited in accordance with 10.03 (d).

(c) Teaching Experience Outside Canada

Teaching experience acquired while under contract in foreign countries will be evaluated on an individual basis and credited for determining placement on the salary grid at the sole discretion of the Employer.

(d) Long Term Occasional Teaching Experience

All OCDSB long term occasional teaching experience exceeding four (4) months in the past five (5) years shall be credited for determining placement on the salary grid.

(e) Letter of Permission Experience

Teaching experience while on a Letter of Permission acquired with the OCDSB shall be credited for determining placement on the salary grid.

(f) Continuing Education Experience

Continuing education experience acquired in the Employer's Secondary Evening or Summer School credit programs (or either predecessor board's programs) after 1 February 1992 shall be credited at the time of hire for the purposes of the experience credit up to a maximum of four (4) full grid steps on the following basis:

one-half (1/2) grid step for each three (3) credits taught. [A credit shall be defined as two (2) makeup courses equals one (1) credit; one (1) reach ahead course equals one (1) credit];

(g) Related Experience

Previous related experience shall be credited to newly hired teachers in all subject areas under the following conditions:

- (i) related experience must be directly related to the subject(s) which the teacher is being initially employed to teach;
- (ii) only related experience which has not already been applied for purposes of OSSTF certification requirements may be credited under this provision;
- (iii) up to five years of eligible related experience shall be credited at the rate of four (4) months per year of experience, for a maximum credit for grid placement of two (2.0) years' experience. Credit will only be granted in intervals of four (4) months, for every twelve (12) months of cumulative related experience.

- (iv) subject to 10.03 (f) (i) and (ii) and notwithstanding 10.03 (f) (iii), previous related experience shall be credited to newly hired technology teachers in trades subject areas as follows:

up to ten years of eligible related experience shall be credited at the rate of five (5) months per year of experience at full time status for a maximum credit for gird placement of five (5) years of experience. Credit will only be granted in intervals of five (5) months for every twelve (12) months of cumulative related experience.

(h) General Provisions and Process

- (i) Teaching experience will be pro-rated as to time worked and employment status.
- (ii) Unless otherwise specifically stated, ten (10) months of credited experience shall constitute one (1) year for purposes of salary determination.
- (iii) Documentation acceptable to the Employer must be provided by the teacher within ninety (90) days of effective date of hire in order for it to be credited retroactive to their date of hire. Documentation provided after that date will be processed effective the date it is received by Human Resources.
- (iv) A teacher shall not be credited with more than one (1) year's experience for any twelve (12) month period commencing 1 September of any year.

Grid Progression- Experience Increments

10.04 Process for Crediting Experience

Annual experience increments shall be credited as of 31 August each year and shall be effective the following 1 September, up to the maximum in each respective category.

10.05 Regular Day School Experience

- (i) Commencing 1 September 1998, teachers shall be granted experience credit for purposes of the annual increment on the basis of one month credit for each full month of teaching with the Employer. Ten months of experience shall constitute a full year, but no teacher shall be credited with more than one (1.0) year of experience (i.e. one increment) in any twelve month period commencing 1 September, inclusive of continuing education credit program experience.
- (ii) Teachers shall be granted experience as in (i) for EOT experience gained while on part-time contract.

10.06 Continuing Education Experience

Regular Day School teachers who acquire continuing education experience in the Employer's Secondary Evening or Summer School credit programs after 1 September 1998 shall be credited for the purposes of their annual experience increment up to a maximum of four (4) full grid steps on the following basis:

one-half (1/2) grid step for each three (3) credits taught. [A credit shall be defined as two (2) makeup courses equals one (1) credit; one (1) reach ahead course equals one (1) credit].

It will be the responsibility of individual teachers to notify Human Resources in writing of the specific dates and courses to be credited no later than 15 August to receive experience credit for purposes of annual increment effective the following 1 September.

Note: For former CBE Regular Day School Teachers

Qualifying continuing education experience acquired but not credited prior to 1 September 1998 will continue to be eligible for purposes of receiving credit under Article 10.06 for grid progression.

10.07 Leaves of Absence

Leaves of absence without pay (including full-time and partial leaves) granted under Article 14 and leaves of absence without pay for medical reasons (including LTD) shall not be credited for purposes of movement on the salary grid.

10.08 General Provisions and Process

- (i) Teaching experience will be pro-rated as to time worked and employment status.
- (ii) Unless otherwise specifically stated, ten months of credited experience shall constitute one year for purposes of salary determination.
- (iii) A teacher shall not under any circumstances be credited with more than one year's experience for any twelve month period commencing 1 September of any year.

10.09 Withholding Increments

- (a) The Employer reserves the right to withhold the increment of a teacher whose performance is deemed to be less than satisfactory by the appropriate Principal. A teacher shall be notified no later than 15 June in writing of the Employer's intention to hold him/her on the same step of the salary grid, and the teacher shall be provided with written reasons why his/her performance has been deemed to be less than satisfactory.
- (b) If the teacher's performance in the subsequent year is considered satisfactory, the teacher shall be placed at the position on the salary schedule he/she would have reached had the increment not been withheld.

ARTICLE 11 SALARY AND ALLOWANCES

11.01 Teacher Salary Grid

- (a) Effective 1 September 2008, the following salary schedule shall apply to all regular day school secondary teachers:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$44,482	\$46,080	\$49,007	\$50,678
1	\$47,139	\$48,984	\$52,232	\$54,272
2	\$49,797	\$51,882	\$55,461	\$57,864
3	\$52,454	\$54,785	\$58,688	\$61,459
4	\$55,115	\$57,692	\$61,914	\$65,051
5	\$57,774	\$60,596	\$65,140	\$68,647
6	\$60,431	\$63,497	\$68,368	\$72,240
7	\$63,089	\$66,403	\$71,594	\$75,834
8	\$65,751	\$69,305	\$74,820	\$79,426
9	\$68,413	\$72,207	\$78,047	\$83,020
10	\$71,069	\$75,114	\$81,279	\$86,617

- (b) Effective 1 September 2009, the following salary schedule shall apply to all regular day school secondary teachers:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$45,816	\$47,462	\$50,477	\$52,198
1	\$48,553	\$50,454	\$53,799	\$55,900
2	\$51,291	\$53,438	\$57,125	\$59,600
3	\$54,028	\$56,429	\$60,449	\$63,303
4	\$56,768	\$59,423	\$63,771	\$67,003
5	\$59,507	\$62,414	\$67,094	\$70,706
6	\$62,244	\$65,402	\$70,419	\$74,407
7	\$64,982	\$68,395	\$73,742	\$78,109
8	\$67,724	\$71,384	\$77,065	\$81,809
9	\$70,465	\$74,373	\$80,388	\$85,511
10	\$73,201	\$77,367	\$83,717	\$89,216

- (c) Effective 1 September 2010, the following salary schedule shall apply to all regular day school secondary teachers:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$47,190	\$48,886	\$51,991	\$53,764
1	\$50,010	\$51,968	\$55,413	\$57,577

2	\$52,830	\$55,041	\$58,839	\$61,388
3	\$55,649	\$58,122	\$62,262	\$65,202
4	\$58,471	\$61,206	\$65,684	\$69,013
5	\$61,292	\$64,286	\$69,107	\$72,827
6	\$64,111	\$67,364	\$72,532	\$76,639
7	\$66,931	\$70,447	\$75,954	\$80,452
8	\$69,756	\$73,526	\$79,377	\$84,263
9	\$72,579	\$76,604	\$82,800	\$88,076
10	\$75,397	\$79,688	\$86,229	\$91,892

(d) Effective 1 September 2011, the following salary schedule shall apply to all regular day school secondary teachers:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$48,606	\$50,353	\$53,551	\$55,377
1	\$51,510	\$53,527	\$57,075	\$59,304
2	\$54,415	\$56,692	\$60,604	\$63,230
3	\$57,318	\$59,866	\$64,130	\$67,158
4	\$60,225	\$63,042	\$67,655	\$71,083
5	\$63,131	\$66,215	\$71,180	\$75,012
6	\$66,034	\$69,385	\$74,708	\$78,938
7	\$68,939	\$72,560	\$78,233	\$82,866
8	\$71,849	\$75,732	\$81,758	\$86,791
9	\$74,756	\$78,902	\$85,284	\$90,718
10	\$77,659	\$82,079	\$88,816	\$94,649

11.02 Allowances

Effective 1 September 2008, the following schedule for allowances shall apply. All allowances covered under this Article may have the effect of piercing the maxima for the salary grid set out in Article 11.01:

(a) Head

September 1, 2008	September 1, 2009	September 1, 2010	September 1, 2011
\$5,356	\$5,517	\$5,683	\$5,853

(b) Information Technology Consultant

September 1, 2008	September 1, 2009	September 1, 2010	September 1, 2011
\$6,180	\$6,365	\$6,556	\$6,753

(c) Post Graduate Degree Allowances:

- (i) Teachers currently holding masters or doctorate degrees will have their post graduate allowance grandparented effective 31 December 1998.
- (ii) Effective 1 January 1999, no new hires will receive post graduate allowances.
- (iii) Any teacher currently enrolled in a program leading to a master's degree or doctorate degree and who will have met all of the requirements for the degree prior to 31 December 1999 and who provided the Board with proof of same by 30 June 2001 shall be entitled to and will continue to receive an allowance at the following rates:

Master's Degree -

September 1, 2008	September 1, 2009	September 1, 2010	September 1, 2011
\$567	\$584	\$602	\$620

Doctorate Degree -

September 1, 2008	September 1, 2009	September 1, 2010	September 1, 2011
\$1,133	\$1,167	\$1,202	\$1,238

Only one (1) degree allowance (the higher) shall be paid to a teacher.

11.03 Other Allowance

Teachers on staff (active or on leave of absence with or without pay), as of 31 August 1988 and receiving the allowance paid by the former Osgoode Township School Board and the Collegiate Institute Board of Ottawa, shall continue to be paid such an annual allowance so long as the individuals remain in the employ of the OCDSB.

11.04 All centrally assigned consultants who are receiving a Headship allowance at the time of appointment shall continue to be paid the allowance for their tenure as a consultant.

ARTICLE 12 METHOD OF PAYMENT

12.01 Teachers shall be paid on a bi-weekly basis throughout the school year, in equal installments of 4% as follows:

4% on the first Friday in September or the first day of school, whichever is earlier, 4% no later than the 2nd Friday in September and thereafter bi-weekly payments of 4%, with a final payment no later than the last teaching day in June of any remaining balance required to total 100% of salary payable for the school year.

- 12.02 Each installment shall be deposited in a financial institution with a computerized system compatible with that used by the Ottawa-Carleton District School Board.
- 12.03 The daily rate of pay for a teacher will be calculated based on the number of school days in the school year, as defined in Regulation 304.
- 12.04 Effective 1 September 2001, a teacher's salary will be prorated in accordance with the following breakpoints:

Number of Classes	FTE Effective 1 September 2001
1.0	0.16666
2.0	0.33333
3.0	0.50000
4.0	0.66666
5.0	0.83333
6.0	1.00000

12.05 Semester Teachers' Pay - Unbalanced Timetables

- (a) Full-time semestered teachers with unbalanced timetables in each semester, will receive their full contract salary equally throughout the year.
- (b) Teachers that leave the employ (resignation, retirement, termination) of the Board before the end of the school year shall receive their annual salary prorated to the days of the school year worked.
- (c) Teachers that take a voluntary reduction in workload due to a leave of absence shall receive their annual salary at the fraction their workload is to full-time according to the chart in Article 12.04 (i) (part-time) prorated to the days of the school year worked.
- (d) (i) Part-time semestered teachers assigned unbalanced timetables in each semester will be paid their salary in accordance with the proportion of their employment status actually being taught in each semester.
- (ii) Notwithstanding this, teachers who fulfill their full contract status/salary in one semester, will be placed on leave of absence without pay for the remaining semester.

12.06 Correction of Errors

Where a teacher has received one month's notification in writing of an error in salary or allowance, the Employer may make the appropriate adjustment equal to the amount required to correct the amount over or under paid during the school year in which the error is discovered. Where correction of an error requires that a teacher repay an amount

in excess of \$500.00, a payment schedule shall be determined by mutual consent of the Board and the teacher. Errors discovered during the months of July and August shall be corrected and effective for the following school year.

12.07 Adjustments for Leaves of Absence without Pay or Cessation of Employment

Teachers who commence a leave of absence without pay, or whose employment ceases, during the school year, will receive all salary and allowances earned from September to the date of leave or termination, whichever is applicable within thirty (30) days of the last day worked.

In the event of an overpayment, arrangements shall be made between the Employer and the teacher for repayment within (30) days of the last day worked, unless the amount exceeds \$500.00, in which case a reasonable payment schedule shall be determined by mutual consent.

12.08 Changes in Grid Placement/Contractual Status

Teachers, who during the school year are eligible for a change in salary due to category or experience change or change in contractual status, shall receive the adjustment within thirty days (30) days of receipt of notification of the change by the Human Resources Department.

12.09 Deductions

(a) Union Dues and local OSSTF Levy

These shall be deducted in accordance with Article 9.

(b) Other Deductions

- (i) Group insurance, LTD and Health Plan deductions shall be made (where applicable) in equal installments.
- (ii) Employment Insurance premiums, Canada Pension and Income Tax deductions shall be made as prescribed by legislation.
- (iii) Pension deductions shall be made as prescribed by the Ontario Teachers' Pension Plan.

12.10 Ottawa-Carleton Education Credit Union

Payroll deduction service shall be continued for those teachers who are or who become members of the Ottawa-Carleton Education Credit Union Limited or its successor. A teacher may change the amount of deduction. The Employer may limit such changes to two (2) per year (February and September).

12.11 Registered Retirement Savings Plan (RRSP)

Provided a teacher submits an authorization form as prescribed by the Employer, the Employer agrees to deduct from the teacher's pay amounts in multiples of ten dollars (\$10.00) and to remit such deductions to the Ottawa-Carleton Credit Union Registered Retirement Savings Plan. A teacher may change the amount of deduction. The Employer may limit such changes to two (2) per year (March and September).

ARTICLE 13 EMPLOYEE BENEFIT PLANS

13.01 From 1 September 1998 to 31 January 1999 the Group Insurance and Health Plans provided by both predecessor collective agreements shall remain in effect including the Employer's share of premium costs and participation requirements.

13.02 Group Insurance and Health Plans

Effective 1 February 1999 the following Group Insurance and Health Plans are available in accordance with procedures as required by the Insurance Policies to all full-time and part-time teachers.

Any change from present procedures in effect at the time of signing the Collective Agreement shall not have the effect of increasing the limitations on the eligibility of teachers to participate in the plans.

- (a) Group Life Insurance (compulsory) providing \$45,000 coverage. Accidental Death and Dismemberment Insurance (compulsory) providing \$15,000 coverage. The Employer shall pay 90% of the above premium costs.

Employees who were previously entitled to group life insurance providing coverage of three (3) times salary may elect to continue that coverage under the group life plan at the same amount, with the employee paying 100% of the difference in the premium above the \$45,000 coverage. Employees who elect not to continue this higher coverage shall forfeit their right to continue this coverage.

- (b) Health Insurance (including Semi-Private, Major Medical, effective 1 September 2006 Vision Care at \$300/2 years and ManuAssist, 1 September 2009 Vision Care at \$450/2 years including up to \$100 for eye examinations), (compulsory, optional to teachers covered by a spouse employed by the Board). The Employer shall pay 90% of the premium cost.
- (c) Dental Care Plan (compulsory, optional to teachers covered by a spouse employed by the Board). The Employer shall pay 90% of premium cost.

Basic Plan, plus 50% co-insurance for:

- (i) Caps and Crowns (\$1,200 annual maximum per insured person);
(effective 1 September 2009, \$1,400) annual maximum per insured person);
- (ii) Major Restorative Services - (\$1,200 annual maximum per insured person);

- (iii) Orthodontic Services (\$1,000 annual maximum per insured person).
(effective 1 September 2009, \$1,200) annual maximum per insured person)

ODA Schedule - On 1 January of each year the previous year's ODA schedule will be in effect.

The Dental Care Plan concerning recall exams (under Routine Treatment) will provide coverage for oral examinations, teeth cleaning, topical application of fluoride solutions, oral hygiene instructions and bite-wing x-rays once every nine (9) months from the date of the last visit.

- (d) Optional Term Life Insurance of 1, 2, 3 or 4 times the employee's annual salary, to a maximum of \$300,000 for each of the employee and the employee's spouse and up to \$25,000 (in \$5,000 increments) for dependent children. The Employee shall pay 100% of premium cost.

Those who previously enrolled in the Optional Dependent Life Insurance Plan, who decided not to enroll in the Optional Term Life Insurance Plan, will pay 100% of Optional Dependent Life Insurance.

- (e) Optional Accidental Death and Dismemberment Insurance of up to \$250,000 for the employee, up to half of the employee's insured amount for the employee's spouse and up to \$250,000 for family coverage, all of which can be obtained in \$5,000 increments. The Employee shall pay 100% of premium cost.

Note: A more detailed summary of the above coverage is available through the Benefits Division of Human Resources.

- (f) Pregnancy Leave SEB-Plan

In accordance with Article 18.

13.03 Eligibility for Benefits

All teachers shall be eligible for the benefit plans in accordance with Article 13.02 and the applicable policies.

Teachers who are covered by this agreement and who are employed on less than a half-time basis shall have the option at the time of hiring of enrolling in benefits listed in Article 13.02 and the employer shall pay the prorated cost in the same ratio as the part-time employment bears to full-time employment, with the Teacher paying the balance.

Similarly, teachers who, as the result of a contract reduction drop below half time, have the option of withdrawing from these benefits.

While on Leave:

Employees absent on leave with pay, including paid sick leave, or on Federation Administered LTD, including the waiting period, will continue to be covered by benefits, with the Board contributing its portion of premiums.

Teachers absent on a Self Funded Leave will have benefits (including Federation Administered LTD) continued as provided for under the terms of Article 30.

13.04 Positive Enrolment

Compulsory positive enrolment will ensure that the co-ordination of benefits provision is correctly administered by the health, vision care and dental insurer. Positive enrolment will apply to any employee enrolled in family health, vision or dental coverage.

As required by the insurance carrier under Positive Enrolment, the following information or information of a similar nature will be required to be submitted to the insurer:

- (a) effective date of coverage of employee;
- (b) level of coverage;
- (c) employee name, date of birth, and employee identification number;
- (d) name of spouse (as defined by the policy), date of birth and whether the spouse has employer health, vision care and/or dental coverage, and if so, on a single or family basis, name of spouse's employer, plan or policy number, name of insurer;
- (e) for each eligible dependent child as defined by the policy, name, date of birth, and whether the child is a full time student, or disabled and incapable of self-sustaining employment.

Dependent claims will not be processed until the insurer receives the required information. The insurer must be informed of any changes to the dependent information within thirty-one (31) days of the change.

13.05 Long Term Disability Insurance

The parties recognize the Federation Administered LTD Plan and agree there shall continue to be cooperation between the Board, the Plan Administrator and the Policy Holder in the administration of the plan.

Long Term Disability Insurance is compulsory to new and existing enrolled members. With the exception outlined below, teachers shall pay 100% of the premium cost.

13.06 LTD/Dental Care Plan

- (a) Pursuant to Article 13.02, teachers enrolled in the Dental Care Plan established as of 1976 are entitled to Board payment of 90% of the premiums for this plan, but

will pay 100% of the Federation Administered Long Term Disability Plan premiums. Teachers who were on staff prior to 1 January 1976, the date of inception of the Dental Care Plan, and who declined at that time to participate in that plan shall continue to be entitled to Board payment of 90% of the Federation Administered Long Term Disability Plan premiums.

- (b) Those teachers who are currently paying 10% of LTD premiums and therefore not participating in the dental plan may:
 - (i) opt to join the dental plan subsequently in which case the teacher will pay 100% of the long term disability premium from the effective date of enrolment into the dental plan.

or

- (ii) opt to pay 100% of the LTD premium without joining the dental plan.

Once the teacher has opted for i) or ii) above, the teacher will be bound by it for the duration of the teacher's employment with the Board.

- 13.07 (a) The parties recognize that the payment of benefits is solely the responsibility of the carrier(s).

This does not release the Board from liability for errors in procedures or administration.

- (b) If a member encounters difficulty in the application of any portion of the Benefit Plans, the OSSTF and/or the member may request and receive written clarification of the carrier's position from the Board (excluding LTD).

13.08 Benefit Plan Policies

The Board will provide the Bargaining Unit with all portions of insurance policies relevant to its membership upon receipt of a written request to do so. The Board undertaking to provide these copies is subject to the availability of the information from the insurer (excluding LTD).

The Bargaining Unit undertakes to provide the Board with the relevant portions of any policy or policies it may enter into on its own behalf upon receipt of a written request from the Board to do so. This undertaking is also subject to the availability of the information from the insurer.

13.09 Benefits Review Committee

- (a) There shall be a Benefits Review Committee comprised of two (2) representatives for the Board and two (representatives) for the OSSTF Teacher Bargaining Unit, to review benefit plan levels and performance. The Committee shall meet quarterly.

- (b) The OSSTF Teacher Bargaining Unit representative(s) will meet with Board representative(s) as per the Terms of Reference of the Benefits Review Committee.
- (c) The Terms of Reference shall be reviewed annually by the parties, taking into account any recommendations made for change by the Committee.

ARTICLE 14 LEAVES OF ABSENCE WITHOUT PAY

14.01 General Conditions

Leaves of absence without pay may be granted subject to the following conditions:

- (a) The teacher requesting the leave has been continuously employed with the Employer for at least two (2) years immediately prior to the effective date of the leave;
- (b) Leaves, including extensions, may be granted for a full school year or partial school year provided the leave commences and ends to coincide with the end of a school term or semester;
- (c) Extensions may be granted provided the total leave period, including the initial leave and any extension(s), does not exceed two years;
- (d) All benefits held by an employee at the commencement of a leave without pay may be continued (subject to the terms of the policy) during such authorized leave with the employee paying all premium costs by pre-authorized debit;
- (e) There shall be no interruption to continuous service for the purposes of seniority.
- (f) A teacher shall retain experience and sick leave credits held or accumulated prior to the commencement of the leave, but shall not accumulate further experience or sick leave during the period of leave (prorated for part-time leaves);
- (g) A teacher shall be deemed to have resigned for failure to return on the agreed upon date.

14.02 A teacher desiring a leave of absence for the next school year is required to submit a written request, including reasons, to his/her Principal prior to 1 March. Where a request is denied, the teacher will, upon request in writing, be provided with written reason(s) for the denial, including any staffing considerations.

14.03 The teacher shall confirm the date of return or submit a request for an extension of the leave prior to 1 March in the calendar year of return.

14.04 Right of Return from Leave

Prior to returning from leave, teachers must provide proof of status with the Ontario College of Teachers, a Criminal Background Check or Offence Declaration (whichever is applicable) to Human Resources.

- 14.05 The consideration of teachers who apply for a promotion or a position of responsibility, and who make themselves available for interviewing, shall not be affected by absence on a leave taken in accordance with this Article. Such teachers who apply and are selected for a promotion or a position of responsibility may be required, at the option of the Employer, to terminate their leave to accept the position.
- 14.06 Short term leaves without pay may be granted in exceptional circumstances. Such requests shall be submitted to the Superintendent of Instruction.

ARTICLE 15 LEAVES OF ABSENCE WITH PAY

15.01 General Conditions

Leaves of absence with pay provided for in this Article will be granted subject to the following conditions:

- (a) Continuation of salary and benefits entitlements;
- (b) Without deduction of sick leave credits;
- (c) Without interruption of seniority or experience credit;
- (d) A teacher on any form of leave is not eligible for any other form of leave until the expiry of the initial leave period;
- (e) Upon request by the Superintendent or designate, acceptable evidence verifying the need for the absence will be provided by the teacher.

15.02 Compassionate Leave

Teachers shall be granted leave with pay in the following circumstances:

- (a) Up to five (5) days in the event of the death of any of the following: spouse, child, parent, grandchild, sibling, mother-in-law, father-in-law.
- (b) Up to three (3) days in the event of the death of any of the following: uncle, aunt, nephew, niece, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a person in a direct *in loco parentis* relationship or a person with whom the teacher resides or resided.
- (c) One (1) day to attend the funeral in the event of the death of a close personal friend.
- (d) Up to three (3) days in the event of serious illness of a child or spouse to arrange alternate care.

Additional leave without pay may be granted by the Principal in extenuating circumstances.

15.03 Examinations for Professional Development

The Employer shall grant a leave of absence with pay for the time required for the teacher to write an examination having to do with improving professional qualifications, as approved by the Superintendent or designate. Leave will be provided under this provision where the teacher cannot schedule the examination outside the teacher's normal working hours.

15.04 Religious Holy Days

Up to three (3) days leave with pay in any one school year shall be granted for the observance of recognized religious holy days.

15.05 Quarantine

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties.

15.06 Court Leave

Leave of absence with pay shall be granted to a teacher who is required:

- (a) to serve on a jury ; or
- (b) by subpoena or summons to attend as a witness in court or other legal proceeding to which the teacher is not a party or one of the persons charged

provided the teacher pays to the Employer any fee, exclusive of travelling allowances or living expenses, that the teacher receives.

15.07 Professional Activities

Leave of absence with pay shall be granted for professional activities which have been authorized by the Superintendent or designate.

15.08 Paternity Leave

Up to two (2) days leave with pay per child shall be granted in any one school year by the Principal. Such leave may be granted on any day in the period beginning with the day of admission and surrounding the release day from the hospital. Where the birth does not occur in a hospital, the leave of up to two (2) days may be taken to embrace the time of birth.

15.09 Special Leave

Up to three (3) days of special leave with pay shall be granted in any school year by the Principal for matters of urgent and/or essential personal business including, but not limited to, one (1) day for the moving of personal effects. This leave shall be in addition to the leaves provided for in Article 15.02.

Additional leave without pay may be granted by the Principal in extenuating circumstances.

15.10 Secondment Leave

A teacher may, upon request, be granted a secondment leave, where in the opinion of the Employer the leave is likely to be of assistance in furthering the teacher's development and in achieving the Employer's goals. The Employer must be fully reimbursed for the cost of the teacher's salary and benefits.

ARTICLE 16 JOB SHARING

- 16.01 (a) The Employer agrees that two teachers at the same or different schools who qualify to apply for a leave of absence without pay, and who have not been declared redundant, may, subject to the approval of the Principals, apply to share one of the participating teacher's assignments. The job sharing arrangement may not result in either participant increasing his/her employment status.
- (b) (i) Job sharing arrangements shall require approval on an annual basis.
- (ii) The proportion that each teacher will be assigned under the job sharing arrangement shall be agreed by the teachers and the Principal prior to final approval.
- (c) A teacher who is job sharing shall have his/her salary, benefits and sick leave credits prorated in relation to what he/she would have received as a full-time teacher, based on the proportion of the assignment being held.
- (d) A teacher may continue all benefits held immediately preceding the job sharing (subject to the terms of the policy) provided the teacher pays the difference in premiums.
- (e) Experience credit for a year in which a teacher is job sharing shall be prorated to the proportion of the assignment being held.
- (f) At the conclusion of the job sharing arrangement, or the second year extension of the arrangement:
- (i) the teacher who transferred shall have the right to return to a position in his/her previous school that is equal to the employment status held prior to the job sharing;

- (ii) the teacher holding the position which has been shared shall have the right to a position in the same school that is equal to the employment status held prior to the job sharing.
- (g) For job sharing which has been approved to extend into a third year or longer, the participating teachers will be reduced to part-time status equivalent to the proportion of the assignment held during the job sharing arrangement.

ARTICLE 17 FEDERATION LEAVE

17.01 Provincial

- (a) A two year leave for Federation business shall be granted without pay to a Teacher who is elected or re-elected for a term of office as a full-time officer of the Federation; or
- (b) A one year leave for Federation business shall be granted without pay to a Teacher who serves in a full-time capacity as a non-elected officer of the Federation.
- (c) The leaves referred to in paragraphs (a) and (b) are subject to automatic renewal and may be further extended by the Employer for further periods of two years or one year, respectively.
- (d) Upon return from a leave the teacher shall be placed in his/her original position in accordance with the right of return in Article 24.03.

A teacher wishing to return early from leave may return if a position is available. On the date stipulated for return in the original leave the teacher shall be placed in accordance with the right of return in Article 24.03.

- (e) These leaves shall be treated by the Employer as secondments provided the Bargaining Unit is prepared to reimburse the Employer for the full costs of salaries and benefits.

17.02 Local - OSSTF, District 25 - Teachers' Unit

- (a) The Employer agrees that the President, Chief Negotiator and Membership Services Officer shall be released from 100% of his/her teaching duties in order to undertake his/her elected responsibilities.
- (b) (i) OSSTF (District 25) Teachers' Unit agrees to reimburse the Employer for the full cost of salaries and benefits at Category III, Year 0 plus any allowances determined by the bargaining unit. For the purposes of reimbursement of benefits, the reimbursed cost shall be deemed to equal eleven percent (11%) of the above noted salary.

- (ii) The salaries of the Release Officers identified in 17.02 (a) shall be as determined by the OSSTF (District 25) Teachers' Unit with notification accompanying the request for Union Leave.

Notwithstanding the above, should a teacher become eligible for a sick leave gratuity, in accordance with Article 25, the salary for calculation purposes, as required under Article 25.04 shall be exclusive of any additional amount assessed for the purposes of Union Leave.

- (c) The three elected Federation officers referred to in Article 17.02(a) shall retain all applicable rights and privileges as teachers with the Employer.
- (d) The contact for reporting sick leave usage by employees on Union Leave shall be the Human Resources Officer.
- (e) Requests for Leave for Federation business (excluding joint Employer/ Federation Committees and the Negotiating Team) on an incidental basis shall be directed to and arranged with the Superintendent of Human Resources or designate. All requests by OSSTF members for such leaves shall be coordinated through the Bargaining Unit.

These requests (in 1/2 day or full day increments) shall not exceed 75 teaching days in total or 20 teaching days for any one individual in any one school year. The Bargaining Unit shall reimburse the Employer for incurred Occasional Teacher costs.

- (f) Up to six (6) members of the Bargaining Unit who are members of the local Negotiating Team shall be released with no loss of salary for time spent in negotiating meetings with the Employer, provided negotiations continue in a mutually acceptable manner. The Board will pay the incurred costs for up to three (3) Occasional Teachers as required, with the Bargaining Unit agreeing to reimburse the Board for any additional costs incurred for Occasional Teachers to replace members of the Negotiating Team.

ARTICLE 18 PREGNANCY/PARENTAL/ADOPTION/PATERNITY LEAVE

18.01 Pregnancy Leave

- (a) Pregnancy leave of up to seventeen (17) weeks without pay (subject to amounts payable under Article 18.05 - SEB Plan) shall be granted in accordance with the Ontario Employment Standards Act upon written request provided that:
 - (i) the teacher has been employed by the Employer for at least thirteen (13) weeks preceding the expected date of birth ;
 - (ii) the teacher provides a doctor's certificate certifying that she is pregnant and stating the expected date of delivery and the recommended date for commencement of the pregnancy leave.

- (iii) the teacher notifies the Employer as soon as practical, but at least two (2) weeks preceding the estimated date of commencement of leave.

18.02 Parental/Adoption Leave

- (a) In accordance with the provisions of the Ontario Employment Standards Act, a teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to parental/adoption leave without pay (subject to amounts payable during adoption leave under Article 18.05 SEB Plan) of up to thirty-five (35) weeks if pregnancy leave is taken or thirty-seven (37) weeks if no pregnancy leave is taken.
- (b) A teacher who has been granted a pregnancy leave shall be granted parental leave upon written request received at least two (2) weeks prior to the date the leave commences. The leave must begin immediately upon termination of the pregnancy leave unless the child has not yet come into custody, care and control in which case the leave must commence within fifty-two (52) weeks of the child's coming into custody, care and control.
- (c) Where pregnancy leave has not been taken, a teacher may, following the birth of the teacher's child or an adopted child coming into the custody care and control of the parent for the first time, take parental/adoption leave of thirty-seven (37) weeks upon written request at least two (2) weeks prior to the date the leave commences. The teacher is required to provide documentation verifying the birth or adoption of the child prior to the leave being granted. Parental/adoption leave taken in these circumstances must be taken within fifty-two (52) weeks of the child's birth or of the child coming into custody, care and control.
- (d) A teacher may return to work prior to conclusion of the leave period of thirty-five (35) weeks or thirty-seven (37) weeks provided the teacher gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.

18.03 General Provisions for Pregnancy or Parental/Adoption Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of pregnancy or parental/adoption leave.
- (b) Seniority shall continue during any term of pregnancy or parental/ adoption leave.
- (c) The Employer agrees to continue to pay the employer's portion of benefits premiums during the pregnancy or parental/adoption leave provided the teacher agrees to pay the employee's portion of the costs by pre-authorized debit.

Should the employee opt to discontinue coverage of any or all benefits upon the commencement of the pregnancy or parental/adoption leave, such coverage will cease upon commencement of the leave and will be reinstated only upon the employee's return to regular employment.

- (d) At the discretion of the Employer, pregnancy or parental/adoption leave may be granted to a teacher who has not been employed with the Employer for thirteen (13) weeks.
- (e) Consideration of teachers who apply for a promotion or position of responsibility, and who make themselves available for interviewing, shall not be affected by absence on pregnancy or parental/adoption leave.
- (f) Sick leave credits shall accumulate for the teacher during the time of pregnancy or parental/adoption leave.

18.04 Leave of Absence following Pregnancy/Parental/Adoption Leave

(a) Leave Entitlement

A leave of absence without pay immediately following the statutory pregnancy and parental/adoption leave may be granted by the Employer for up to three (3) years. Such leave will not be unreasonably denied. The three year leave entitlement will not be extended for part-time leaves.

(b) Full-time Return

Where a teacher returns to a full teaching load following a statutory birth/adoption leave and, within the three year period following such return, subsequently wishes to decrease the teaching load, the teacher may apply for full or part-time leave commencing the next semester or school year. Such leave may not extend past the 3 year period following the end of the statutory birth/adoption leave.

(c) Subsequent Birth following a Part-time Return

Where a teacher returns from statutory birth/adoption leave to a reduced teaching load and, within two years, the teacher applies for a subsequent statutory birth/adoption leave, the teacher will be eligible for a new three (3) year leave entitlement immediately following the end of the subsequent statutory leave.

(d) Subsequent Birth while on Full-time Leave

Where a subsequent birth or adoption occurs prior to the teacher returning from full-time leave, the teacher will be entitled to a subsequent statutory pregnancy/adoption leave and may access the remaining time, if any, from the initial three (3) year leave entitlement period.

All other provisions related to leaves of absence without pay shall apply to leaves granted under this paragraph.

18.05 SEB Plan

The Employer will provide a pregnancy/adoption leave EI SEB Plan as follows:

- (a) for the two (2) week waiting period under the Employment Insurance Act (EI) of 95% of the teacher's salary
- (b) commencing with the third week of the leave, teachers granted pregnancy/adoption leave and entitled to EI shall be entitled to receive a top-up of Employment Insurance provisions to 90% of salary for a period of 4 weeks.
- (c) commencing with the seventh week of the leave, teachers granted pregnancy/adoption leave and entitled to EI shall be entitled to receive a week 7 to 17 benefit of \$150.00 per week.

No payment shall be made for any periods during which the teacher is not otherwise entitled to earn pay. Notwithstanding the above, where the one (1) or two (2) week waiting period falls during the Christmas, March Break, July or August period, where a teacher is not entitled to earn pay, the teacher shall be entitled to the 95% SEB Plan under 18.05 (a) only.

Quebec Residents

The Employer will provide a pregnancy/adoption leave EI SEB Plan to Quebec residents as follows:

- (a) commencing with the first week of leave, teachers granted pregnancy/adoption leave and entitled to EI shall be entitled to receive a top-up of Employment Insurance provisions to 95% of salary for a period of 2 weeks.
- (b) commencing with the third week of leave, teachers granted pregnancy/adoption leave and entitled to EI shall be entitled to receive a top-up of Employment Insurance provisions to 90% of salary for a period of 4 weeks.
- (c) commencing with the seventh week of the leave, teachers granted pregnancy/adoption leave and entitled to EI shall be entitled to receive a week 7 to 17 benefit of \$150.00 per week.

No payment shall be made for any periods during which the teacher is not otherwise entitled to earn pay. Notwithstanding the above, where the first and or second week of leave falls during the Christmas, March Break, July or August period, where a teacher is not entitled to earn pay, the teacher shall be entitled to receive a top-up of Employment Insurance provisions to 95% of salary for a period of one or two weeks in accordance with (a) above.

TYPE OF LEAVE	EMPLOYMENT QUALIFIER	EMPLOYER PROVISION	EMPLOYMENT INSURANCE PROVISION	TOTAL LEAVE PERIOD PROVIDED BY THE EMPLOYER
Pregnancy Leave	13 weeks to qualify for leave	17 weeks SEB Plan = 95% for 2 week waiting period	15 weeks (from the birth of the child)	Up to 3 years (exclusive of Pregnancy and Parental

	600 hours to qualify for EI*	of EI; top-up of 90% for 4 weeks; and \$150 per week for week 7 to 17		Leave)*
Adoption Leave	13 weeks to qualify for leave 600 hours to qualify for EI*	37 weeks SEB Plan = 95% for 2 week waiting period of EI; top-up of 90% for 4 weeks; and \$150 per week for week 7 to 17	35 weeks (from the child's birth or the child coming into custody)	Up to 3 years (exclusive of Adoption Leave)
Parental Leave	13 weeks to qualify for leave 600 hours to qualify for EI*	35 - 37 weeks No SEB Plan (35 week entitlement if the employee took pregnancy leave)	35 weeks (from the child's birth or the child coming into custody)	Up to 3 years (exclusive of Pregnancy and Parental Leave)

* The provision for qualifying hours represents the current requirements under the Ontario Employment Standards Act.

ARTICLE 19 SICK LEAVE

Crediting of Sick Leave

- 19.01 (a) A teacher shall be credited with an annual sick leave allowance of twenty (20) days unless the employee is on leave, in which case, the number of sick days shall be prorated as required, based on the balance of the year following the teacher's return and credited to the teacher's account on the first day of return.
- (b) An employee shall not earn sick leave credits in any month in which the employee did not work and was not paid, for at least one half of the working days in the month. Teachers on leave of absence with pay, including sick leave, will continue to be eligible for the allowance of sick leave.
- (c) Where a teacher does not teach a full school year, the annual allowance shall be prorated using the formula of two (2) days for every month of employment, subject to (b) above.

- (d) Where a teacher is employed on a part-time basis, sick leave credits shall be prorated in the same ratio as the part-time teacher's assignment is to a full-time teaching assignment.
- 19.02 (a) All unused sick leave at the end of each school year shall be accumulated to the credit of each employee. There shall be a maximum entitlement of three hundred and forty (340) days of sick leave credits which can be accumulated by the employee.
- (b) Notwithstanding Article 19.02 (a) teachers under contract with the predecessor boards with more than three hundred and forty (340) days of accumulated sick credits shall have their total sick leave credit on 30 September transferred to the new plan.
- 19.03 Newly hired teachers shall be credited with sick leave days accumulated by the teacher as a result of employment with another school board in Ontario which has an established sick leave credit plan under the Education Act, such that their cumulative sick leave entitlement does not exceed the maximum three hundred and forty (340) days entitlement. It is the teacher's responsibility to provide a statement to the Board of the amount of sick leave to be credited within ninety (90) days of hiring. Such crediting shall not be used in determination of eligibility for or calculation to determine a sick leave credit gratuity. Sick leave taken shall result in a deduction of sick leave credits beginning with any accumulated credits arising from the previous employment.
- 19.04 Where a teacher resigns from the Employer and is subsequently rehired by the Employer, the teacher shall have the sick leave credits reinstated which were credited at the time of the resignation, such that their cumulative sick leave entitlement does not exceed the maximum three hundred and forty (340) day entitlement. Such reinstated credits shall not be used in determination of eligibility for or calculation to determine a sick leave credit gratuity. Sick leave taken during the second term of employment shall result in a deduction of sick leave credits beginning with any accumulated credits arising from the first period of employment.

Administration of Sick Leave Plan

- 19.05 (a) There shall be a cumulative sick leave credit plan.
- (b) Under this plan, every teacher shall be entitled to have placed in his/her credit, the correct accumulated sick leave credits standing to his/her account under the sick leave credit plan of the predecessor boards of the Employer as of 31 August 1998.
- (c) The Director of Education shall do and perform all things necessary for the conduct of the sick leave credit system.
- 19.06 The Director of Education or designate shall keep a register or registers in which shall be entered the credits, the accumulated credits and the deductions therefrom. Teachers shall be provided annually with a statement of sick leave credits in September, indicating the balance as at the end of the previous school year.

Sick Leave Deductions

- 19.07 A teacher is eligible for sick leave pay when he/she is unable to perform his/her regular duties because of illness or injury, and provided that:
- (a) the teacher has unused accumulated sick leave credits;
 - (b) the teacher is not on other leave with or without pay, unless otherwise provided for in the Agreement;
 - (c) the teacher is not eligible for benefits under the LTD plan.
- 19.08 (a) Deductions shall be made from an employee's sick leave credits for the number of days absent because of illness.
- (b) Where a teacher is absent for less than a school day, the deduction shall be prorated on the basis of the actual number of classes missed.
- 19.09 (a) The Employer reserves the right to require a medical certificate on three or more consecutive days' absence;
- (b) Notwithstanding Article 19.09 (a), the Principal, after notifying the Superintendent of Schools and the Bargaining Unit President of the reasons for his/her concerns regarding a teacher's absences, may require a teacher to provide a medical certificate.
- (c) Where an employee is requested by the Employer to provide a medical certificate under Article 19, the cost will be borne by the Employer.

19.10 Injury on Duty Leave

A teacher who is absent as a result of an injury incurred in the course of his/her normal duties which is compensable under the Workplace Safety Insurance Act and who reports such injuries immediately in accordance with procedures established by the Employer, shall be granted Injury on Duty Leave with pay for the period of absence to a maximum of fifty (50) working days for any one (1) incident.

Beyond fifty (50) working days, the provisions of the Workplace Safety Insurance Act apply.

19.11 Long-Term Disability

- (a) A teacher on Long Term Disability Leave is a teacher who is receiving disability benefits under the Bargaining Unit's Long-Term Disability Insurance Plan.
- (b) A teacher on Long-Term Disability Leave shall remain eligible for all the terms and provisions of this Agreement unless specifically excluded.

ARTICLE 20 STAFFING AND WORKING CONDITIONS

20.01 (a) Average Daily Enrolment (ADE) for Staffing Purposes

The ADE for staffing purposes is generated by students under the age of twenty-one (21) projected to be in credit generating or credit equivalent programs within the regular day schools, Adult High School and Alternate program for the school year. Staff shall be generated based on this ADE in the spring and subject to 30 September actual enrolment, the ADE may be revised in the fall.

(b) Dual Credit

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

20.02 Basic Staff Entitlement (BSE)

(a) Effective 1 September 2009, BSE shall be defined as the ratio:

$$\frac{\text{ADE (Average Daily Enrolment)}}{1000 \text{ (Students)}} \times (55.242)$$

Note: The Parties agree to adjust the staffing summary sheet to include an additional column for Student Success Teachers (30) and Student Success Teachers/Programming Enhancements (totaling 30 over the course of the next 4 school years)

(b) The BSE shall be allocated as credit/credit equivalent classroom sections to regular day schools, Adult High School (under 21) and Alternate program in accordance with Article 23 and based on the following:

- (i) Adult High School (under 21) in the ratio 21:1 based on under 21 enrolment;
- (ii) Alternate Program in the ratio 21:1 based on maximum projected enrolment;
- (iii) Regular Day School programs by means of a Staff Allocation formula as determined by the Secondary Staffing Committee.

20.03 Additional Staff Entitlement (ASE)

In addition to the total number of positions generated by the Basic Staff Entitlement (BSE), as determined in Article 20.01, the following shall apply with respect to the staffing for the following positions and program areas:

$$X = \frac{\text{ADE}}{1,000}$$

- (a) Guidance:
- (i) System Generator = 2.6 X
 - (ii) The staff generated in (i) distributed equitably among the secondary schools based on sections and school ADE. Notwithstanding the above, each vocational school shall be allocated at least two (2.0) FTE Guidance.
- (b) Library
- 1.0 FTE Teacher Librarian to each school.
- (c) Learning Support Teacher (LST)
- (i) System Generator = 1.41 X
 - (ii) Learning Support Teachers generated above shall be allocated as follows: 1.0 FTE to each secondary school, and the balance distributed on the basis of school needs by the Secondary Staffing Committee.
- (d) Adult High School
- The Adult High School delivery model shall be based on Board budget decisions and provincial funding.
- (e) Central Support Positions
- The Board shall continue to allocate teaching positions on a discretionary basis to central support assignments based on Board budget decisions and provincial funding.
- (f) ESL/ELD
- The Board shall continue to allocate ESL/ELD teaching positions on a discretionary basis based on Board budget decisions and provincial funding.
- (g) Special Education
- The Board shall continue to allocate Special Education teaching positions on a discretionary basis based on Board budget decisions and provincial funding.

20.04 In the event that the staffing requirements as outlined in Articles 20.01, 20.02 and 20.03 are not met by fifteen (15) October of the current school year then the Bargaining Unit may submit a grievance directly to binding arbitration in Article 29 of this Collective Agreement.

20.05 Workload Assignment

- (a) Each full-time teacher shall be assigned 1125 minutes of instruction time for every 5 instructional days on average over the school year. A full-time teacher will be assigned a maximum of six (6) credit courses or equivalent (i.e. Guidance, Library and Special Education Programs).
- (b) In a semestered school, no teacher as identified in 20.05(a) above will be assigned more than 3.0 credit and/or credit equivalent courses per semester (or equivalent for a non-semestered school) except by the mutual agreement of the teacher affected, the Board and the Union.
- (c) Part-time teacher workload shall be pro-rated to that of full-time teachers.
- (d) In addition to the above, all teachers will be assigned alternative duties, which will include worked on-calls and supervision. For teacher-librarians, guidance teachers, special education resource teachers, alternative duties may be assigned in their area.

For the 2008/2009 school year every teacher will be assigned the equivalent of 60 half periods of alternative duties, which may include up to 25 half-periods (37.5 minutes) of worked on-calls.

For the 2009/2010 school year every teacher will be assigned the equivalent of 56 half periods of alternative duties, which may include up to 22 half-periods (37.5 minutes) of worked on-calls.

For the 2010/2011 school year every teacher will be assigned the equivalent of 53 half periods of alternative duties, which may include up to 22 half-periods (37.5 minutes) of worked on-calls.

For the 2011/2012 school year every teacher will be assigned the equivalent of 50 half periods of alternative duties, which may include up to 22 half-periods (37.5 minutes) of worked on-calls.

Commencing September 2009, Department Heads shall be assigned 10 fewer alternative professional assignments.

- (e) Alternative duty assignments (on-calls, supervision) shall be equitably timetabled among classroom teachers. Alternative duty assignments shall be distributed evenly through the school year except with the mutual consent of the teacher affected and the principal.
- (f) Teachers shall not be assigned any duties other than those in 20.05 (a) to (d) above. Unassigned time shall be available to each teacher for preparation and marking.
- (g) Alternate Program

Notwithstanding 20.05 (a) to (d) alternate program teachers will be assigned to fulfill the traditional alternate program responsibilities within their areas for the program's instructional day.

(h) Any workload assignments that are not described above shall be developed with the mutual consent of the teacher affected, the principal, the Board and the Union, to assure compliance with the collective agreement, the Education Act and the Regulations.

(i) Lunch

Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes, free from assigned duties, after 10:00 a.m., either concurrent with a student lunch period, or in the period immediately preceding or immediately following the student lunch period.

(j) Every effort shall be made to limit the number of preparations for each teacher.

(k) The Board recognizes the significant contributions teachers make in their voluntary support for extra-curricular activities. Extra-curricular activities shall not be assigned to any bargaining unit member.

20.06 Mileage Expenses

When a teacher is required to travel between schools in the course of his/her prescribed duties, or in the course of employer business is required to operate a vehicle, that teacher shall be reimbursed as per entitlements outlined in the applicable Board policy/procedure.

20.07 Workload Maxima

	2008/09	2009/10	2010/11	2011/12
	Max (flex)	Max (flex)	Max (flex)	Max
Academic	28 (31)	28 (30)	28 (29)	28
University & University/College	30 (32)	30 (31)	30	30
Applied	24 (26)	24 (25)	24	24
College	25 (27)	25 (26)	25	25

Open (9/10)	26 (28)	26 (27)	26	26
Open (11/12)	28 (31)	28 (30)	28 (29)	28
Practical/ Workplace	20 (22)	20 (21)	20	20
Locally Developed	17 (19)	17	17	17
K courses (credit /non-credit)	17 (19)	17 (18)	17	17
Mixed Academic/ Applied	24 (26)	24 (25)	24	24
Split Grades	Lowest Max.	Lowest Max.	Lowest Max.	Lowest Max.
Co-op (credits per section)	29 (32)	30	30	30
Adaptive sites co- op (credits per section)	18 (20)	18	18	18

Individual classes may exceed the maximum as indicated up to the flex factor. No teacher's individual timetable, in the aggregate, shall exceed the maximum by three (3%) percent.

Notwithstanding the above, individual classes in semestered and non-semestered schools may exceed the maximum by up to eighteen percent (18%) until 1 October and, in semestered schools, up to the tenth (10th) working day of the second semester.

ARTICLE 21 LEADERSHIP POSITIONS (Positions of Responsibility)

21.01 Leadership Positions shall be allocated to all schools (exclusive of Adult H. S. and Alternative Sites) on the following basis:

<u>Previous Year's School Enrolment (31 October)</u>	<u>Number of Leadership Positions</u>
under 900	six (6) Heads
900 - 1,149	seven (7) Heads
1,150 - or more	eight (8) Heads

The Adult High School shall be entitled to four (4) Heads.

21.02 Leadership Structure

There is no term tied to the school's leadership structure. Some program responsibilities will be reviewed/adjusted annually. Subject responsibilities may be reviewed/adjusted annually if equity or workload becomes a concern due to shifting in student course selection. Some minor subject responsibilities may be reviewed/adjusted so long as the specialist subject for which the incumbent was selected remains. This will be carried out by the Principal, in consultation with the ISSC.

21.03 Changes to Leadership Entitlement

Where the school's leadership entitlement is decreasing, the Principal, in consultation with the ISSC, will review the structure. Once the Principal determines the position to be eliminated, and should an incumbent be displaced, the incumbent shall be interviewed for leadership vacancies for the following or subsequent school years (within the four (4) year term period) for which he/she is qualified. In the event that the incumbent is deemed unsuitable for the position and where the Principal can demonstrate this unsuitability to the Superintendent and OSSTF, the competition will be advertised to all secondary regular day school teachers.

21.04 Incumbents will be entitled to a four (4) year term (4 complete school years). Where the incumbent does not hold the required specialist qualification, the four (4) year term will be subject to the teacher obtaining the specialist requirement within the first two (2) years of the appointment.

21.05 Leave from Leadership Position

A Head may be granted up to one (1) year leave from his/her leadership position and allowance under the general conditions of Article 14.01 with the exception of 14.01 (b) and (c). During this time of leave, the Head could remain teaching full-time or be on a part-time leave of absence without pay. The Leadership Position will be staffed on an internal acting pay basis.

21.06 Right of Return from Leave

An incumbent on leave will maintain right of return to his/her leadership position for one (1) school year. If the incumbent continues on leave beyond the year, the incumbent will only have right of return as a teacher to his/her original school, subject to transfer/redundancy. The statutory fifty two (52) week leave under pregnancy/parental leave will not affect right of return and will not be considered as part of the one (1) year right of return. Leaves of absence shall not extend the term.

21.07 Job Sharing

An incumbent is entitled to job-share his/her leadership position and allowance for up to one school year on the approval of the Principal with application prior to March 1 of the previous school year. The job-sharing arrangement must be agreed to in writing by the incumbent, the Job-Sharing Partner (internal acting pay appointment) and the Principal with the allowance and responsibilities shared on one of the following ratios: 50:50, 67:33, 75:25. Job-sharing arrangements may be extended on a school year basis by mutual consent.

21.08 Acting Pay

Full School Year - Where a leadership position is to be filled behind an incumbent who is taking a leave of absence for a full school year, this temporary acting pay position will be advertised to the system. Where a teacher transfers to accept this one (1) year

temporary assignment, the teacher shall maintain right of return to his/her original school as a teacher at the end of that school year, subject to transfer/redundancy procedures.

Less Than a School Year - Where a leadership position is to be filled behind an incumbent who is absent for less than a school year for reasons including leave of absence, sick leave, etc. this temporary assignment will be advertised and open to interested and qualified staff from within that school.

Where a vacancy occurs mid-year (e.g. due to a retirement) the position may be staffed on an acting pay basis for the balance of the school year.

- 21.09 The Board accepts the union's position regarding non-participation of OSSTF members in the assessment and selection of teachers for positions of responsibility.

Notwithstanding the above, department heads shall continue to provide input into school needs and/or departmental direction.

ARTICLE 22 SENIORITY

- 22.01 Separate seniority lists shall be established for Regular Day School teachers, Continuing Education teachers and Home Instruction teachers, in accordance with the applicable articles of this collective agreement.

22.02 Secondary Regular Day School Seniority List

For Secondary Regular Day School teachers, seniority shall be defined as the length of continuous service as a secondary regular day school teacher with the Ottawa-Carleton District School Board from the first day worked (except as outlined in Article 22.03). Any approved leave of absence or layoff with recall rights shall not be considered an interruption of continuous service.

For teachers hired on or after 1 September 2004, the length of continuous service shall include previous service with the OCDSB where employed on a Letter of Permission provided that there has been no break in service.

- 22.03 Notwithstanding the above, the following provisions shall apply to teachers under contract with the Ottawa-Carleton District School Board up to and including 31 August 1998:

First day worked, for purposes of seniority, shall be established based on continuous service with the Ottawa-Carleton District School Board and with either predecessor board as a teacher, including;

- (a) Continuous Elementary teaching experience up to 31 August 1994,
- (b) Continuous Adult Day School teaching experience any time since 1 September 1979,

- (c) (i) Evening Credit Program teaching experience within the regular school year, i.e. 1 September to 30 June that is continuous with a break of not more than two (2) consecutive terms any time since 1 September 1986;
- (ii) The burden for providing satisfactory proof of service under paragraph (c) (i) with the former Carleton Board of Education between 1 September 1986 and 31 August 1989 shall rest with the teacher.

Note: Teaching experience (as outlined in Article 22.03) is defined as teaching experience on contract as a certified teacher.

22.04 The Ottawa-Carleton District School Board regular day school teachers' seniority list shall be rank ordered in accordance with Articles 22.02 and 22.03 such that the most senior Bargaining Unit member is first on the list and the most junior is last on the list.

22.05 Should a tie in the rank order occur based on the first day of work, the following criteria shall be used to break the tie:

- (a) Total years of secondary teaching experience with the employer or its predecessor boards including:

- Continuing Education experience in credit programs for Evening, Summer, International language and/or Trading Places; and
- Long Term Occasional teaching experience which immediately preceded and was continuous with teaching experience on contract within the same school year and/or the immediately preceding school year.

and where that is equal

- (b) Total years of elementary regular day school teaching experience with the employer or its predecessor boards;

and where that is equal

- (c) Total years of regular day school teaching experience with other employers;

and where that is equal

- (d) By a random number procedure in the presence of the President of the Bargaining Unit or designate.

Note: (i) Teaching experience (as outlined in Article 22.05) is defined as teaching experience on contract as a certified teacher.

- (ii) Teaching experience (as outlined in Article 22.05) refers only to experience gained prior to the established seniority start date determined in Article 22.02 or 22.03.

- iii) In calculating teaching experience outlined in Article 22.05 (a), (b) and (c), a teacher cannot accumulate more than one (1) year's teaching experience in any given school year (1 September - 31 August) and such experience is pro-rated to actual time worked (e.g. half-time teaching contract equals 0.5 years teaching experience per year; Continuing Education Credit Program experience, one (1) credit equals 0.17 years teaching experience.)

22.06 The seniority list shall be posted in all secondary schools/sites with copies forwarded to the President of the Bargaining Unit no later than 15 February of each school year. The list shall include the seniority number, name and the date of the first day worked for each teacher (which shall be referred to as the seniority start date).

22.07 No later than 15 February of each year, the Board shall also post seniority lists showing the relative seniority of the teachers within each school. Such lists shall be sent to the appropriate principal with copies being sent to the President of the Bargaining Unit.

22.08 Errors in the calculation of a member's seniority shall be brought to the attention of the Board no later than 5 March of each year or the list shall be deemed correct. The Bargaining Unit shall consult with Human Resources as part of the process and the necessary corrections and/or amendments will be carried out and the corrected lists published by 20 March .

22.09 Ranking of teachers' seniority pursuant to this article shall remain constant from year to year except for the addition and deletion of names or the correction of errors.

ARTICLE 23 SECONDARY STAFFING COMMITTEE

23.01 (a) There shall be a Secondary Staffing Committee comprised of the following six (6) voting members:

- up to three (3) representatives of the Employer, including the Supervisory Officer responsible for secondary staffing or a designated Supervisory Officer;
- up to three (3) representatives of the Bargaining Unit.

Additional representatives may be invited to attend as resource to deal with the specific subject matters under discussion. Each party shall bear the costs, if any, associated with the attendance of these additional representatives.

- (b) In addition to the Committee, a teacher will be released two-thirds time (0.67) from his/her full time teaching duties to serve as resource to the Committee. The primary responsibilities assigned to the resource person shall be to support the Committee with respect to the completion of the duties described below in paragraph (c), and, where time permits, perform other related secondary staffing duties as may be assigned by the Superintendent of Human Resources.

If the position becomes vacant, the position shall be posted within the secondary panel. The interview committee will include an equal number of Bargaining Unit

and Employer representatives, and will be responsible for selecting the successful applicant.

- (c) The Committee shall meet up to three times during the school year and make recommendations to Senior Staff with respect to the following:
- The initial allocation of staff for each secondary school based on staffing entitlements and predicted enrolments;
 - The allocation of any spring and fall staffing reserves;
 - The September review of staff allocations based on staffing entitlements and actual enrolments;
 - The establishment and conduct of a Teacher Workload Survey on the distribution of workload within a given school and the system with a view to ensuring consistent working conditions, including supervision and preparation time assigned to staff.

In the event that the Committee's recommendations are not accepted by Senior Staff, the Committee shall meet within ten (10) days of this decision for purposes of discussing the reasons for the decision.

- (d) The Committee shall also meet as outlined in Article 24 - Staffing Procedures. During the staffing process the Committee shall be provided with copies of relevant staffing information, including form letters sent to teachers, lists of names of teachers declared surplus/redundant, vacancy lists and school organizational charts.

ARTICLE 24 STAFFING PROCEDURES

24.01 (a) The following staffing procedures shall apply to all members of the Bargaining Unit, to provide for the staffing of regular day school programs for the commencement of a school year.

- (b) Staffing procedures with respect to positions of responsibility shall be in accordance with Article 21.

24.02 Enrolment Predictions

(a) No later than the Wednesday following March Break, the predicted school enrolments will be approved by Senior Staff following consultation with the Planning Department, Principals, Superintendents, and the Human Resources Department and then be distributed to the Secondary Staffing Committee.

- (b) By the second Monday in April, each principal shall be notified as to his/her school's initial staff allocation as per Article 23.01 (c).

24.03 Right of Return

- (a) Teachers on leave, including but not limited to LTD, sick leave, special assignment, external exchanges or secondment, will have right of return upon completion of their leave to the school from which they left, subject to surplus/redundancy procedures.
- (b) No later than 1 March, all teachers returning to schools from a leave, special assignments, and so on, for the following school year, shall confirm the date of their return with the Human Resources Department who will in turn notify the appropriate Principal to include the teacher on the school organizational chart.
- (c) A teacher returning from a leave of absence without pay shall provide to the Board proof of status with the Ontario College of Teachers prior to returning from the leave.
- (d) A teacher returning from a leave of absence without pay shall provide to the Board an Offense declaration prior to returning from the leave.
- (e) A teacher who has been successful in a competition for a Vice Principal position may be appointed to a Vice Principal vacancy on a probationary basis. The teacher shall assume the full duties and responsibilities of the Vice Principal. The teacher will retain their right to return to the bargaining unit without loss of seniority for a period of up to one year.

24.04 External Teacher Exchanges

A teacher may arrange an exchange with another employer or with a teacher employed by the Board in the elementary panel. Exchanges are subject to the mutual consent of the teachers and Principals involved. Normally these exchanges will be for a complete school year.

24.05 Internal Teacher Exchanges

- (a) In the interest of professional growth and development, teachers with mutual consent and with the consent of the Principals may exchange positions within the secondary panel. For the first year of such an exchange (or a one (1) year extension), the teachers shall be considered as staff members of their original school. At the end of the first year, the teachers involved will:
 - (i) revert to their original school, or
 - (ii) extend their exchange for one year by mutual consent of all parties, or
 - (iii) make the exchange permanent by mutual consent of all parties.
- (b) Approval of exchanges will be subject to confirmation that the teachers are not declared surplus or redundant through the Spring Staffing Process.

24.06 Itinerant Teachers

- (a) An itinerant teacher shall not be assigned to more than two (2) locations.
- (b) A teacher who is itinerant will be given special consideration with respect to the assignment of supervisory duties and will only be assigned supervision duties in one location.
- (c) An itinerant teacher shall maintain right of return to the originating school for the same contractual status held immediately prior to being declared itinerant. Right of return shall include vacancies for which the teacher is qualified and which arise prior to the conclusion of the Fall Staffing Process.
- (d) For purposes of spring staffing, an itinerant teacher shall be considered as part of the originating school's organization chart for the same contractual status held immediately prior to being declared itinerant, subject to surplus/redundancy provisions.
- (e) This article does not apply to teachers who accept an itinerant assignment in order to increase their contractual status.
- (f) A teacher who is declared surplus to their current school and is subsequently assigned to two other schools as itinerant, retains the right of return to each of these two schools in accordance with the proportion of their assignment to the two schools, subject to (c) above.

24.07 In-School Staffing Committee (ISSC)

- (a) An In-School Staffing Committee shall be established annually by 1 January.
- (b) The Committee shall consist of the following eight (8) members: Principal; a Vice-Principal; two teachers holding positions of responsibility who are elected by all other teachers holding positions of responsibility in the school; three (3) teachers who have been elected by all other teachers not holding positions of responsibility; and, the Branch President (or designate from the Branch Executive).
- (c) No later than the third Monday in April, the Principal shall present to the In-School Staffing Committee a tentative organizational structure for the coming school year.
- (d) The Committee shall review the tentative organizational structure (which includes projections for course enrolments, course sections, and class sizes) and make recommendations for change, if any, to the Principal.
- (e) The Principal, after due consideration of the Committee's recommendation, will present the organizational structure to the school staff no later than the last Monday in April.

- (f) No later than the last Monday in April, the Principal will advise the Committee of the names of teachers who are surplus to the needs of the school (i.e. the most junior in seniority, providing those remaining and tentatively assigned are qualified to meet program needs).
- (g) Within two (2) weeks of the beginning of the school year and also prior to Semester II, the Principal will meet with the Committee for the purpose of eliciting staff input regarding the allocation of supervision for the school year. The Committee shall review the supervision schedule and make recommendations for change, if any, to the Principal prior to implementation.

A supervision schedule shall be posted or distributed by the end of the 3rd week of school for Semester I and by the first day of Semester II. A summary of on-call usage (per teacher) shall be posted monthly.

It is recognized that the supervision schedule is subject to change.

- (h) The In-School Staffing Committee shall review the allocation of workload assignments. Within six (6) weeks of the beginning of the school year, or the beginning of each semester, a meeting shall be held in each school at which the Principal shall explain the assignment of staff in that school.
- (i) Leadership positions:

In determining the equity of workload, the Principal, in consultation with the ISSC, should consider the following; the number of sections, subjects, teachers and program responsibilities. In making adjustments to program responsibilities and subject responsibilities for leadership positions, the Principal will consult with the ISSC.

Where the school's leadership entitlement is decreasing, the Principal, in consultation with the ISSC, will review the structure.

24.08 Tentative Assignments for the following School Year

- (a) Prior to the posting of the first vacancy list, the Principal will advise individual teachers of their tentative subject areas for the following school year.
- (b) By the last school day in June, the Principal will provide individual teachers with their tentative class assignments and sizes for planning and review.
- (c) Prior to the beginning of the school year, Principals will make instructional timetables available to individual teachers.

24.09 School Organizational Charts to Human Resources

- (a) Based on tentative school allocations, the Principal shall submit a tentative school organizational chart to the HR Department no later than the last Monday in April. The organizational chart shall reflect staffing for the coming school year as follows:
- names and assignments of teachers (including those assigned to positions of responsibility);
 - known vacancies;
 - names of teachers who are surplus to the needs of the school (most junior in seniority, providing those remaining and tentatively assigned are qualified to meet program needs). Teachers will be advised verbally by the Principal that they have been tentatively identified as surplus to the needs of the school;
 - memoranda of exceptions where a more junior teacher is being retained due to program needs.
- (b) Throughout the staffing process, school organizational charts will be submitted to the HR Department as revisions occur to the school staffing.

The final organizational chart shall be subject to approval by the appropriate Superintendent of Schools.

24.10 Surplus Notification

- (a) The Secondary Staffing Committee shall meet prior to the second Monday in May in order to review and monitor the determination of data and surplus situations. The Committee will determine the potential for any net reduction in the system staff complement and project the number of teachers that could be affected.
- (b) Immediately following verification by the Committee, teachers who are determined to be surplus to the needs of the school shall be notified in writing by the Human Resources Department.

24.11 Posting of Vacancy Lists

- (a) All vacancies which are identified on school organizational charts for the following school year will be posted in the schools up to the first Friday in June. A vacancy is a position that will exist for the ensuing school year and to which no teacher has been assigned.
- (b) Subject to seniority, a teacher declared surplus shall have right to return to any vacancies arising from their originating school for which they are qualified. Prior to posting a vacancy, the principal shall offer the vacant position to any such teachers.

- (c) All teachers, including those returning to the system, and those requiring placement because of surplus to school situations, may apply for published vacancies, in accordance with contractual entitlement.
- (d) Where a teacher has been selected for a vacancy, that vacancy shall be considered filled and the teacher's former position in turn shall be declared vacant [subject to (b) above] and posted on the next vacancy list.

Once having accepted a vacancy, orally or in writing, a teacher shall not be entitled to apply for a subsequent vacancy with the exception of situations in which the teacher is declared surplus to the school or system or has declared his/herself voluntarily surplus in accordance with Article 24.15.

- (e) At least three (3) qualified applicants will be interviewed. If fewer than three (3) qualified applicants apply, all applicants will be interviewed.
- (f) In the event that all existing teachers entitled to a position, are placed in accordance with their contractual status and qualifications, any remaining vacancies shall be filled from among qualified applicants in the following order:
 - Consideration shall be given to part-time teachers who wish to increase their employment status;
 - Consideration shall be given to continuing education, home instruction and occasional teachers;
 - External hires.

24.12 Measures to Avert Redundancy

Prior to any declaration of redundancy for 31 August, the Secondary Staffing Committee will meet to examine measures which could have the effect of averting such declarations. These measures could include, but are not limited to, granting of leaves of absence, job sharing, retirement incentives, and inter-panel transfers.

24.13 Redundancy Determination

Should it be necessary to determine redundancy, the Secondary Staffing Committee shall meet prior to the second Friday in June for 31 August to ensure that the displacement of redundant teachers has been done in accordance with the principle of seniority, provided the teachers remaining are qualified. It is understood that:

- (a) Teachers remaining on the surplus list will displace the least senior teachers in the system who have assignments for the next school year which the teachers on the surplus list are qualified to assume.
- (b) Teachers so displaced will be those declared redundant to the secondary system effective 31 August. These teachers will be notified by the Board in writing by no later than the second Friday in June.

24.14 Requests for Voluntary Transfers/Increases in Contractual Status

Teachers, including itinerant teachers, wishing to be considered for voluntary transfer and part-time teachers wishing to increase their contractual status, shall file a written request with the Human Resources Department no later than the second Friday in June. These requests will be considered for vacancies arising up to 31 August in accordance with Article 24.16. It is understood that a teacher shall accept a transfer which has been requested provided that the school and teaching preferences on the original request have been met.

24.15 Voluntary Surplus Declaration

Teachers with ten (10) years or more consecutive service in the same school who are not in the Supervision for Growth appraisal process under a repeat performance or who are not under review as per Procedure 602.HR, may voluntarily declare themselves surplus to their school for the following school year. Such declarations shall be made in writing to the Principal with a copy to Human Resources by 10 April.

The surplus teacher relinquishes his/her right of return to his/her originating school. The teacher may apply to vacancies in accordance with Article 24.11 Posting of Vacancy Lists. If the teacher has not secured a placement as noted above, the teacher will be placed in accordance with Article 24.13 (a) Redundancy Determination.

24.16 Vacancies Arising Prior to the New School Year

Subject to seniority and qualifications, vacancies arising during the period from the second Friday in June to the start of the new school year shall be filled in the following order:

- (a) Teachers who are itinerant shall have the right to be placed into a vacancy for which they are qualified which may arise at either of their itinerant schools.
- (b) Teachers declared surplus to their school shall have the right to be placed into a vacancy at their originating school;
- (c) Teachers placed into an assignment that requires them to teach subjects not on their Ontario Certificate of Qualification (OCQ) shall have the right to be placed into a vacancy within the same school which matches their OCQ subject area(s);
- (d) Redundant teachers;
- (e) Consideration shall be given to teachers who apply for vacancies in the following order:
 - Teachers who have requested voluntary transfers;
 - Part-time teachers who wish to increase their employment status;

- Continuing education teachers, home instruction teachers, and occasional teachers;
- External hires.

24.17 Fall Placements

- (a) The Secondary Staffing Committee shall monitor staffing and enrolment figures for schools throughout the month of September. The final staff entitlement for each school as calculated in accordance with Article 20 shall be based on the actual student enrolment on 30 September.
- (b) Within the total staff allocated to the system, the Secondary Staffing Committee shall make adjustments to the staffing levels in each school according to Article 23.01 (c).
- (c) The teachers transferred as a result of any adjustments to staffing levels will be the most junior in seniority providing that those remaining possess the necessary qualifications. The transferred teacher will, upon request, be given one full school day prior to the commencement of the new assignment in order to make necessary preparation.
- (d) Vacancies that arise after the commencement of the school year and those remaining once the staffing imbalances have been resolved will be staffed, subject to seniority and qualifications, in the following order:
 - (i) Teachers who are itinerant shall have the right to be placed into a vacancy for which they are qualified which may arise at either of their itinerant schools;
 - (ii) Teachers who have right of recall as defined in Article 27.03;
 - (iii) Consideration shall be given to teachers in the following order:
 - Part-time teachers who wish to increase their employment status;

A part-time teacher interested in an increase in status up to full-time shall file a secondary placement request with Human Resources within the first week of the school year. Such increases will apply only where the teacher is not displaced from their current assignment;
 - Continuing education teachers, home instruction teachers, and occasional teachers.
 - External hires.

24.18 Semester II Transfers

Where a vacancy arises for Semester II, consideration shall be given to semestered teachers who wish to transfer.

ARTICLE 25 SICK LEAVE CREDIT GRATUITY

25.01 A teacher shall be entitled to a sick leave credit gratuity for any one of the following reasons:

- (a) Retires and is eligible to receive benefits under the Teachers' Pension Plan Act; or
- (b) Retires from the profession or resigns to accept employment with an employer other than an employer as defined in the Education Act, after at least ten (10) years of continuous service with the employer or predecessor Boards; or
- (c) Retires from the profession or resigns to accept employment with an employer other than an employer as defined in the Education Act, after at least ten (10) years of non-continuous service with the Employer or predecessor Boards and where the lack of payment would work some personal hardship. At the discretion of the Director, such a teacher shall be eligible to receive a retirement gratuity; or
- (d) In the event that a teacher dies, the entitlement of the sick leave credit gratuity shall be paid to the estate of the teacher or designated beneficiary.

25.02 A teacher shall not be entitled to a sick leave credit gratuity who resigns at the request of the Board to avoid dismissal for cause.

25.03 The Sick Leave Credit gratuity shall be paid in full within one (1) month following the date of retirement/resignation or in a manner mutually agreeable to the teacher and the Board.

25.04 (a) The gratuity referred to above shall be calculated as follows:

Number of Yrs. Service (Max. 20)	x	Salary Rate of Teacher at Retirement/Resignation	x	Number of days of Accumulated Sick Leave (Max. 200)
20		2		200

- (b) In no case shall the gratuity exceed 50% of the employee's salary rate at the time of retirement or resignation.
- (c) (i) "Salary rate" for the purposes of determining the gratuity shall mean the salary rate paid by the Employer for the last working day the Teacher performed his/her regular duties or for the last day where the Teacher is in receipt of sick leave pay in accordance with Article 19. Where the teacher works on a part-time basis the salary rate shall be the pro-rated rate.

(ii) Where a teacher retiring or resigning is on a part-time leave of absence, salary rate shall mean the salary paid by the Employer for the teacher's last working day, adjusted to reflect the equivalent full-time rate.

(d) "Service" for the purposes of determining the gratuity shall be calculated as being equal to the number of years with the OCDSB and its predecessor boards credited for teaching experience plus any years of service with the OCDSB and its predecessor boards in a non-teaching capacity. Teaching experience awarded on the basis of related experience (Article 10) shall not be included.

ARTICLE 26 NOTICE OF RETIREMENT/RESIGNATION

Retirement/Resignation from the Board

26.01 A teacher may retire or resign from the Employer effective the following dates:

- (a) on the last day of the first semester or on 31 January by providing written notice on or before 30 November ; or
- (b) on 30 June, 31 July or 31 August by providing written notice on or before 15 April; or
- (c) at any time by mutual consent of the Employer. The employee will provide rationale in writing in support of such request. Consent will not be unreasonably withheld.

Letters of retirement/resignation should be addressed to the Human Resources Department, with a copy to the Principal.

26.02 Partial Resignation to Part-time Status

A teacher may resign a portion of their full-time or part-time contract status in portions acceptable to the Board effective the following dates:

- (a) on the last day of the first semester by providing written notice on or before 30 November; or
- (b) on 30 June by providing written notice on or before 15 April; or
- (c) at any time by mutual consent of the Employer. The employee will provide rationale in writing in support of such request. Consent will not be unreasonably withheld.

Letters of resignation should be addressed to the Human Resources Department, with a copy to the Principal.

26.03 Resignation from a Leadership Position (Position of Responsibility)

A teacher may resign from a leadership position (position of responsibility) effective the following dates:

- (a) on 30 June by providing written notice on or before 1 April; or
- (b) at any time by mutual consent of the Employer. The employee will provide rationale in writing in support of such request. Consent will not be unreasonably withheld.

ARTICLE 27 REDUNDANCY

27.01 A redundancy shall arise where a teacher has been identified as excess to the requirements of the system based on staffing entitlements. Teachers will be declared redundant in reverse order of seniority provided those remaining are qualified pursuant to Regulation 298, Section 19, to fill the positions.

27.02 Individual teachers who are redundant will be provided with notice on the following basis:

Teachers redundant effective 31 August shall be provided with notice by no later than the second Friday in June;

27.03 Recall

- (a) The Employer shall establish and maintain a recall list of all teachers declared redundant to the system.
- (b) A teacher who is declared redundant shall retain seniority and right of recall for the following period of months based on length of continuous employment with the Employer as follows:

<u>Period of Months of Recall</u>	<u>Length of Employment</u>
12	up to two (2) years
24	two (2) to five (5) years
36	over five (5) years

- (c) Teachers who have been declared redundant shall be recalled to vacancies based on seniority, provided the teacher is qualified in accordance with Section 19, Regulation 298 of the Education Act.
- (d) Subject to paragraph (c), no new teacher shall be hired until all redundant teachers have been recalled.
- (e) Teachers recalled shall be reinstated with all rights and privileges held as at the date of redundancy. Where a teacher has been recalled and has acquired additional teaching experience during his/her lay-off period, such experience shall be

considered for credit in accordance with Article 10 - Placement on Salary Grid for newly hired teachers.

- (f) Teachers who are eligible for recall shall file with the Employer their most recent address and telephone number.
- (g) When a position becomes available, the Employer shall contact the teacher being recalled by telephone and confirm the offer of the position by registered mail.
- (h) A teacher who refuses to accept a position for which the teacher is qualified in accordance with Section 19, Regulation 298 of the Education Act and which is equal in status to his/her contractual status prior to lay-off shall have his/her name removed from the recall list.

27.04 Severance Pay

- (a) Individual teachers who are fully redundant, shall be entitled to severance pay in accordance with the table below.
- (b) Such severance pay will be repaid if the teacher is subsequently recalled to a position. If the position is less than the contractual status held prior to lay-off, the repayment will be pro-rated. A reasonable repayment schedule will be determined by mutual consent but in no case shall the repayment extend beyond the end of the school year in which the teacher is recalled.
- (c) Severance pay shall be paid to the teacher no later than 30 September following redundancy.

<u>Years of Service</u>	<u>% of Annual Salary/Allowances</u>
1	10.0%
2	12.5%
3	15.0%
4	17.5%
5	20.0%
6	22.5%
7	25.0%
8	27.5%
9	30.0%
10	32.5%
11	35.0%
12	37.5%
13 or over	40.0%

27.05 Benefits

Redundant teachers shall be entitled to be enrolled in the benefit plans in which the teachers were enrolled immediately prior to being declared redundant, with the teachers paying 100% of the premium contributions.

ARTICLE 28 PROBATIONARY PERIOD

28.01 Teachers shall serve a probationary period of one year.

28.02 In the event of a break in active service of more than twenty (20) consecutive teaching days or forty (40) non-consecutive teaching days, the Principal may extend the probationary period provided for in Article 28.01 by the length of the absence(s).

ARTICLE 29 GRIEVANCE/ARBITRATION PROCEDURE

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

29.02 Definitions

(a) A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.

(b) The parties to any grievance or arbitration under this provision shall be defined as:

- (i) the Bargaining Unit;
- (ii) the Board.

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

29.03 Complaint Stage

A teacher who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement may, whenever practicable, discuss the complaint with the principal or immediate supervisor and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the teacher, may submit a grievance as provided herein.

Individual Grievance

29.04 Step 1

(a) A grievance(s) must be submitted in writing, signed by the President, to the Superintendent of Human Resources or designate within twenty-five (25) days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. The written grievance shall set out the name of the grievor, the facts of the grievance, including the date(s) on which the alleged incident(s) occurred, the provisions of the

Collective Agreement alleged to have been violated and the remedy(ies) or relief being sought.

- (b) The Superintendent or designate shall respond to the grievance in writing within ten (10) days of receipt of the letter.

29.05 Step 2

Failing settlement at Step 1, the grievance shall be submitted in writing to the Director of Education within ten (10) days of the receipt of the response from the Superintendent or designate. Within five (5) days of receipt of the grievance a meeting will be held with the grievor, a Bargaining Unit representative and the Director or designate(s). A written response will be provided to the Union from the Director of Education or designate within five (5) days of the meeting. At the option of the Bargaining Unit, the requirement to hold a meeting may be waived, in which case the written response will be provided within ten (10) days.

29.06 Step 3

Failing settlement at Step 2, the Union shall submit the grievance to arbitration within ten (10) days of receipt of the response, in accordance with the provisions outlined below.

29.07 Policy Grievance

The Union and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance is one which affects a group of teachers or the entire membership. A policy grievance shall be filed directly to Step 2.

A policy grievance must be submitted within twenty-five (25) days of the time the grieving party became aware, or should have been aware, of the circumstances or the relevant facts giving rise to the grievance.

29.08 Grievance Mediation

Nothing in this Article precludes the parties from mutually agreeing to mediation at any stage of the grievance procedure, in which case the timelines shall be suspended pending the outcome of the mediation. The agreement of the parties to refer a matter to mediation shall be made in writing and stipulate the name of the person who will act as mediator and the timeline for the mediation to occur.

Arbitration

29.09 Arbitration

A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted for binding arbitration pursuant to the Ontario Labour Relations Act, provided the grieving party shall provide written notice to the

other party within ten (10) days of receipt of the response at Step 2 of its intention to refer the matter to arbitration.

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree to an Arbitrator within twenty (20) working days of receipt of the written referral to arbitration, the appointment shall be made by the Minister of Labour at the request of either party.

Notwithstanding the above, upon written request of either Party, the grievance shall be submitted to a Board of Arbitration.

In the event either party submits a grievance to an Arbitration Board, the notice shall contain the name of the first Party's nominee to an Arbitration Board. The recipient of the notice shall, within seven (7) days, inform the other Party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the initial notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario at the request of either Party.

- 29.10 Each of the Parties shall bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairman of the Arbitration Board. The parties shall pay their own expenses for attending at the hearing.
- 29.11 No person shall be appointed as Arbitrator or to a Board of Arbitration who has been involved in an attempt to resolve the grievance or has been a party to the negotiation of this collective agreement without the consent of both parties.
- 29.12 The Arbitrator or the Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.
- 29.13 (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties.
- (b) One or more of the steps in the grievance procedure may be omitted with the written consent of the parties, with respect to the processing of a particular grievance.
- (c) If at any stage of the grievance arbitration procedure the party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.
- (d) If at any stage of the grievance arbitration procedure the party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the

parties), the party submitting the grievance may proceed directly to the next step in the procedure.

- (e) A grievor's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.

29.14 There shall be no reprisals of any kind taken against a member because of participation in the grievance or arbitration procedures under this Agreement.

29.15 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE 30 SELF-FUNDED LEAVE PLAN (TAX DEFERRED)

30.01 The Employer agrees to make available a self-funded leave plan operated and administered by the Employer in accordance with the provisions of the Income Tax Act and Regulations made under that Act. This plan will enable teachers to take a one year leave of absence without pay and provide for the deferral of pay over a set number of years leading up to the leave year.

Subject to agreement by Revenue Canada, the Self-Funded Leave Plan will permit a leave for a full semester where the teacher is assigned to a semestered school in the leave year.

30.02 General Terms and Conditions

- (a) The Employer shall be responsible for accruing and distributing any monies required to permit the averaging of income by the teacher. The payment of salaries, benefits and teachers' pension plan contributions shall be such that the Employer is not required to pay more money than it would have been required to pay for the period(s) of active employment.
- (b) The conditions for leave under Article 14 (Leaves of Absence without Pay) will apply to a self-funded leave, where applicable.

30.03 Application Procedures

- (a) Applications must be received by 1 May with appropriate deductions commencing the following September.
- (b) Applications shall specify the preferred financial arrangements and the school year in which the leave is requested. The year of leave cannot commence any earlier than two years following the commencement of the deductions (2/3 plan) and no later than five years following the commencement of the deductions (5/6 plan).

30.04 Financial Arrangements

- (a) The financial arrangements for funding the year of leave shall be arranged by mutual agreement in writing between the teacher and the Superintendent of Business. The amount of funds to be deducted in each school year shall not exceed thirty-three and one-third percent (33 1/3%) of the teacher's gross salary.
- (b) The salary remaining after deductions will be paid to the teacher in accordance with the provisions of the Collective Agreement.
- (c) The Employer will establish an account with the Ottawa-Carleton Education Credit Union for each participant in the plan. The money deducted from each monthly pay shall be deposited to this account, where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement, whichever occurs first.
- (d) The percentage of salary to be deducted cannot exceed the maximum required to accommodate the initial plan (e.g. for a 3/4 plan, deductions shall not exceed 25%) stipulated in the application.
- (e) The Trust Account will generate interest which shall be reported to the teacher as required by the Income Tax Act.
- (f) In the event the ratification of a collective agreement results in retroactive salary adjustment, monies shall be deducted from any retroactive pay in accordance with the teacher's current financial arrangement with the Employer.
- (g) If a teacher is placed on long term disability or dies prior to receiving the full amount of deferred income, any funds remaining in the account and accrued interest less required deductions, shall, upon receipt of the required legal consents and releases, be released to the teacher or the executors or administrators of the teacher's estate in one lump sum within sixty (60) days.

30.05 Plan Withdrawal

- (a) A teacher may apply to withdraw from the plan up to 1 March of the year prior to the September in which the leave is scheduled to commence.
- (b) In the event of withdrawal from the plan, or in the event the teacher is declared redundant or resigns or retires prior to the year of leave, the accumulated amount of deductions, plus accrued interest, less statutory deductions, will be paid to the teacher in one lump sum within sixty (60) calendar days of notice of withdrawal, or the effective date of resignation, retirement, or redundancy.
- (c) Where it can be demonstrated to the Employer by a teacher who is a participant in the plan that a financial emergency exists, the 1 March deadline shall be waived and the accumulated funds shall be released to the teacher within sixty (60) days.

30.06 Plan Deferral

A teacher may defer the year of leave for one year, with written notice to the Board by 1 March preceding the year of leave. Only one such request for deferral shall be granted with respect to any one plan.

30.07 Leave Year

- (a) No later than 1 May preceding the year of leave, the teacher shall determine and advise the Human Resources Department of the date(s) and percentage for withdrawal of the total accumulated balance in the trust account; (e.g. 40% lump sum withdrawn in September; 60% lump sum withdrawn in January).
- (b) By 1 June preceding the year of leave, the teacher shall be invoiced for the full cost of current benefit premiums. The teacher shall return the invoice by 10 June indicating the benefits to be continued. Payment of benefit premiums shall be made by monthly pre-authorized debit.
- (c) Teachers granted leave under this plan shall be required to return to regular employment with the Employer, following the leave, for a period that is not less than the period of the leave of absence.

30.08 Income Tax Act and Regulations

It is understood that the terms of this plan and any actions taken there under shall be in accordance with the Income Tax Act and Regulations. Terms and conditions are subject to changes due to amendments to applicable legislation.

ARTICLE 31 LIABILITY INSURANCE

31.01 The Employer will maintain liability insurance protection and make available to the Bargaining Unit, upon request, the portions of policies which provide for such protection.

ARTICLE 32 HUMAN RESOURCES FILES

- 32.01 (a) A teacher or a bargaining unit representative having written authorization from the employee shall, upon making an appointment, have access during normal business hours to the human resources file that relates to the teacher in the presence of a representative from the Human Resources Department.
- (b) A teacher shall receive a copy of any documentation placed in the file which may be detrimental to the teacher, with a copy sent to the Bargaining Unit President at the teacher's request.

- (c) The teacher, or the Bargaining Unit, if so requested by the teacher, shall have the right to respond in writing to any document contained in or to be placed in the teacher's personnel file. The written response shall become part of the teacher's permanent personnel record.
- (d) Access to and disclosure of any personal information on a teacher shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- (e) Where the Board and the teacher agree that information in the file is inaccurate, it shall be corrected.
- (f) Where the Board amends information on the human resources file, the Board shall, at the request of the teacher, attempt to notify all persons who received a report based on inaccurate information.
- (g) Where the Board is required to furnish information to an outside agency by a court order or legislative requirement, the teacher will be notified that this information has been requested and has been or will be provided except where otherwise prohibited by law.

32.02 Working Files

Working files in the school shall be reviewed from time to time by the Principal with the teacher. Upon request, a teacher may seek to review the working file for that teacher annually. A teacher is entitled to receive a copy of any documentation placed in his/her file that contains information that may be detrimental to the teacher.

32.03 Disciplinary Notations

At the teacher's request, the Board shall remove a record of disciplinary action from the teacher's file after five (5) years (excluding leave) provided there has been no disciplinary action in the interim. However, any such document which is required to be retained by statute, and any discipline concerning abuse (including sexual or physical misconduct) shall be retained by the Board but may be placed in a separate, sealed envelope but shall not be further relied upon, except as required by law.

ARTICLE 33 PROFESSIONAL DEVELOPMENT

33.01 By 30 September each year the Employer will provide twenty dollars (\$20) per FTE for purposes of a professional development fund.

The Bargaining Unit will provide an annual written report and account to the Employer as to the use of these funds not later than 30 June of each year.

33.02 In each school year the Board shall designate one of the professional activity days as a Board-wide professional development day.

33.03 In addition, the Board agrees to provide through its Staff Development Office, professional development activities for its teachers.

ARTICLE 34 EARLY RETIREMENT INCENTIVE PLAN

34.01 The Employer shall provide an Early Retirement Incentive Plan (ERIP) in the event of redundancy in accordance with Article 27. Incentives will be given specifically for the purpose of offsetting redundancy. The number of incentives given will equal the number of FTE redundant teachers unless the applicant's retirement does not create a suitable vacancy for the redundant teacher.

34.02 Eligibility

- (a) The teacher is less than sixty-five (65) years of age; and
- (b) The teacher is entitled to receive a pension, including a deferred pension from the Ontario Teachers' Pension Plan Board (OTPPB); or
- (c) The teacher is prepared to take a leave of absence immediately preceding retirement and the leave of absence is granted.

34.03 Application

When the Board anticipates that redundancies will be necessary, the Early Retirement Incentive Plan will be advertised system-wide and applications will be received by no later than 30 April.

34.04 Selection

The teachers who are selected to receive an Early Retirement Incentive will be those teachers who:

- (a) are entitled to receive the lowest pension credit as determined by the OTPPB; and,
- (b) will create a suitable vacancy for a teacher who has been identified as redundant.

34.05 Notice of Retirement

When the teacher's ERIP application is approved, the application will be deemed to be the teacher's notice of retirement effective 31 August, or immediately upon the conclusion of the teacher's leave of absence without pay.

34.06 Incentive

The ERIP payment calculation shall be determined by the Pension payout, as calculated by the OTPPB and in accordance with the following:

<u>PENSION PAYOUT</u> (determined by OTPPB)	<u>ERIP PAYMENT</u> (% of Salary)
Greater than or equal to 66%	0%
Less than 66% and greater than or equal to 62%	10%
Less than 62% and greater than or equal to 58%	20%
Less than 58% and greater than or equal to 54%	30%
Less than 54%	40%

The ERIP payment shall be based on the teacher's annual salary (including allowances) at the time of retirement.

34.07 Payment

- (a) The incentive will be payable effective the date of retirement or as determined by mutual agreement of the Employer and the teacher.
- (b) In the event of the death of a teacher eligible to receive an incentive, the payment or the balance remaining shall be paid to the estate.

34.08 The Employer agrees to provide OSSTF with a summary report stating:

- (a) The names of teachers who have been granted an ERIP;
- (b) The % payout to each teacher;
- (c) The names of teachers who are no longer redundant as a result of the ERIP having been granted.

ARTICLE 35 ACTING VICE-PRINCIPAL POSITIONS

- 35.01 (a) Upon the recommendation of the appropriate Superintendent of Schools a teacher may be appointed to a position of acting vice-principal for a period less than a school year and shall have the right to return to the bargaining unit during that period.
- (b) A teacher appointed in (a) will continue to be subject to all terms and conditions of the collective agreement, including dues deduction.

- (c) Once the teacher has completed twenty (20) days in the acting pay assignment, the teacher shall be eligible to receive an allowance retroactive to the day on which the teacher was assigned the additional responsibilities. The acting position shall be paid at the established minimum salary for a vice-principal.
- (d) An appointment to an acting vice-principal position shall not result in additional duties or workload for other bargaining unit members.
- (e) Acting vice-principals may not be involved in performance evaluations or disciplinary matters involving members of the bargaining unit.

ARTICLE 36 CRIMINAL BACKGROUND CHECK

- 36.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.
- 36.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.
- 36.03 Any disciplinary action related to the criminal background check or the Offence Declaration required may be the subject of a grievance.

ARTICLE 37 TEACHER PERFORMANCE APPRAISAL

- 37.01 The Board will consult with OSSTF, District 25 prior to making changes to the board's policy and procedure regarding teacher performance appraisals.
- 37.02 OSSTF has the right to file a grievance with respect to the performance appraisal report of a teacher that may lead to termination. No grievance shall be filed with respect to any performance appraisal until the teacher has received two consecutive unsatisfactory performance appraisals.

ARTICLE 38 HOME INSTRUCTION

- 38.01 (a) The purpose of this article is to provide the terms and conditions of employment for all Home Instruction teachers in the employ of the Ottawa-Carleton District School Board.
- (b) In addition to Article 38, the following provisions of the Collective Agreement shall apply to Home Instruction teachers:

- Purpose
- Term of Agreement
- Recognition
- Legislative Changes
- Management Rights
- Union/Employer Committee

No Strike or Lock-Out
Leaves of Absence with Pay
Professional Development
Distribution of Agreement
Union Dues
OSSTF Certification
Grievance Arbitration Procedure
Liability Insurance
Human Resources File
Violent Incidences Against Teachers
Criminal Background Checks
No Discrimination

38.02 Working Conditions

It is understood that the salary rate per hour includes the requirement for performing all the normal, regular and associated duties including preparation, examinations, travel to and from the site of instruction, delivery of program, required meetings, discussions with school principals, and the student's teacher(s) as required.

38.03 Cancellation Fee/Mileage Expenses

A cancellation fee equal to one hour at the Teacher's hourly rate will be paid where a lesson is cancelled within one hour of the scheduled time.

Home Instruction Teachers will be re-imbursed for mileage expenses as per entitlements outlined in Board Policy/Procedure.

38.04 Seniority

- (a) (i) Effective 1 September 1998, seniority for newly hired Home Instruction teachers shall be based on the most recent date of hire as a teacher in the Home Instruction Program.
- (ii) In the event of a tie in date of hire, the tie shall be broken by computer generated random number.
- (b) Notwithstanding the above, the seniority dates for teachers published on the 1997/98 Home Instruction Teachers' Seniority List (transferred from the OBE) shall be deemed to be accurate for purposes of seniority start date and ranking.

38.05 Staffing/Assignments

Principals (or designate) will offer teacher assignments by seniority in accordance with the seniority list as outlined in the staffing procedures of the Home Instruction Protocol.

38.06 Salary Schedule

- (a) Effective 1 September 2008 the hourly rate for Home Instruction Teachers shall be in accordance with the following salary grid as follows:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$54.37	\$56.34	\$59.90	\$61.95
1	\$57.62	\$59.88	\$63.85	\$66.31
2	\$60.88	\$63.43	\$67.71	\$70.66
3	\$64.13	\$66.98	\$71.67	\$74.97
4	\$67.38	\$70.52	\$75.59	\$79.33
5	\$70.65	\$74.08	\$79.50	\$83.68
6	\$73.88	\$77.63	\$83.42	\$88.01
7	\$77.13	\$81.18	\$87.33	\$92.35
8	\$80.36	\$84.73	\$91.26	\$96.86
9	\$83.64	\$88.26	\$95.16	\$101.05
10	\$86.88	\$91.81	\$99.08	\$105.41

- (b) Effective 1 September 2009, the hourly rate for Home Instruction Teachers shall be in accordance with the following salary grid as follows:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$56.00	\$58.03	\$61.70	\$63.81
1	\$59.35	\$61.68	\$65.77	\$68.30
2	\$62.71	\$65.33	\$69.74	\$72.78
3	\$66.05	\$68.99	\$73.82	\$77.22
4	\$69.40	\$72.64	\$77.86	\$81.71
5	\$72.77	\$76.30	\$81.89	\$86.19
6	\$76.10	\$79.96	\$85.92	\$90.65
7	\$79.44	\$83.62	\$89.95	\$95.12
8	\$82.77	\$87.27	\$94.00	\$99.77
9	\$86.15	\$90.91	\$98.01	\$104.08
10	\$89.49	\$94.56	\$102.05	\$108.57

- (c) Effective 1 September 2010, the hourly rate for Home Instruction Teachers shall be in accordance with the following salary grid as follows:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$57.68	\$59.77	\$63.55	\$65.72
1	\$61.13	\$63.53	\$67.74	\$70.35

2	\$64.59	\$67.29	\$71.83	\$74.96
3	\$68.03	\$71.06	\$76.03	\$79.54
4	\$71.48	\$74.82	\$80.20	\$84.16
5	\$74.95	\$78.59	\$84.35	\$88.78
6	\$78.38	\$82.36	\$88.50	\$93.37
7	\$81.82	\$86.13	\$92.65	\$97.97
8	\$85.25	\$89.89	\$96.82	\$102.76
9	\$88.73	\$93.64	\$100.95	\$107.20
10	\$92.17	\$97.40	\$105.11	\$111.83

- (d) Effective 1 February 2011, the hourly rate for Home Instruction Teachers shall be in accordance with the following salary grid as follows:

YEARS	Group 1	Group 2	Group 3	Group 4
0	\$59.41	\$61.56	\$65.46	\$67.69
1	\$62.96	\$65.44	\$69.77	\$72.46
2	\$66.53	\$69.31	\$73.98	\$77.21
3	\$70.07	\$73.19	\$78.31	\$81.93
4	\$73.62	\$77.06	\$82.61	\$86.68
5	\$77.20	\$80.95	\$86.88	\$91.44
6	\$80.73	\$84.83	\$91.16	\$96.17
7	\$84.27	\$88.71	\$95.43	\$100.91
8	\$87.81	\$92.59	\$99.72	\$105.84
9	\$91.39	\$96.45	\$103.98	\$110.42
10	\$94.94	\$100.32	\$108.26	\$115.18

- (g) Home Instruction Teachers shall be paid at the next highest grid step effective the first day of the month following the day on which the threshold number of hours, as set out below, is reached:

YEAR	HOURS
0	0
1	776
2	1552
3	2328

4	3104
5	3880
6	4656
7	5432
8	6208
9	6984
10	7760

38.07 Method of Pay

Home Instruction teachers shall be paid on a bi-weekly basis throughout the year.

38.08 Leaves of Absence Without Pay

- (a) A teacher who is pregnant or who adopts a child shall, upon request, be granted a leave of absence without pay for a period of up to one (1) school year (inclusive of any portion of the statutory leave provided under the Employment Standards Act that falls within that school year).
- (b) A teacher who has been on the list of Home Instruction Teachers for three (3) continuous school years or more may be granted a general leave of absence without pay for up to one (1) school year by the Superintendent of Human Resources. Extensions may be granted provided the total leave period, including the initial leave and any extension(s) does not exceed two years.
- (c) All applications for leave are to be made in writing to the Superintendent of Human Resources prior to the commencement of the school year, where possible.
- (d) Home Instruction teachers accepting regular full-time day school teaching assignments, including Extended Occasional assignments, within the OCDSB shall be granted a leave of absence not to exceed two (2) years. The teacher must make the request in writing for leave within two (2) weeks from date of hire. Where no such written request is made, the teacher will be removed from the list.

38.09 Sick Leave

- (a) Teachers employed in the Home Instruction service will be credited with one (1) hour of sick leave for each ten (10) hours worked to a maximum of eighty (80) hours in any school year.
- (b) Each Home Instruction teacher shall be entitled to carry over to the next school year, a maximum of ten (10) hours of unused sick leave.
- (c) A teacher is eligible for sick leave pay when unable to perform regular scheduled duties because of illness or injury, and provided that the teacher:
 - (i) has unused sick leave;
 - (ii) is not on other leave with or without pay for the Home Instruction Service;

(iii) is not eligible for benefits under workplace safety insurance legislation.

ARTICLE 39 CONTINUING EDUCATION

39.01 (a) The purpose of this Article is to provide the terms and conditions of employment for all credit course continuing education teachers in the employ of the Ottawa-Carleton District School Board.

(b) In addition to Article 39, the following provisions of the Collective Agreement shall apply to Continuing Education teachers:

Purpose
Term of Agreement
Recognition
Legislative Changes
Management Rights
Union/Employer Committee
No Strike or Lock-Out
Distribution of Agreement
Union Dues
OSSTF Certification
Grievance Arbitration Procedure
Liability Insurance
Human Resources File
Violent Incidences Against Teachers
Criminal Background Checks
No Discrimination

(c) Continuing Education programs covered by the terms of this Article include the following credit programs, provided such programs are offered at the discretion of the Board:

Evening
International Language
Summer Reach Ahead
Summer Make-up

39.02 Staffing

(a) Teachers

(i) Application Process

Prior to the commencement of all Continuing Education programs, teachers interested in Continuing Education credit programs (e.g. Summer, Evening, International Language) shall apply electronically to express an interest in the program.

(ii) Hiring

Priority consideration in assigning courses shall be given to teachers who have submitted applications under (a)(i) above:

- (a) teachers by seniority, and subject to qualifications in accordance with the most recent Continuing Education Seniority lists;
- (b) secondary redundant teachers, in seniority order, subject to qualifications;
- (c) secondary teachers employed within the OCDSB;
- (d) external applicants.

(iii) Cancellation

- (a) In the event a course is canceled at any time prior to the first scheduled class, the teacher may exercise his/her right to bump the most junior teacher assigned to a subject area in which the displaced teacher is qualified.
- (b) In the event a course is cancelled at any time after the commencement of the course, the teacher shall be entitled to receive pay equal to six (6) hours, in addition to any pay to which the teacher is entitled based on the amount of time actually taught in that course prior to its cancellation. The teacher shall receive one credit for purposes of seniority (or one-half credit in the case of a make-up course).

(iv) Credit Assignment

- (a) Each teacher will be entitled to the assignment of one credit. Two make-up courses are considered to be the equivalent of one credit.
- (b) Where a more senior qualified teacher has not been hired in accordance with (a) (ii), the Board shall provide, upon written request of the teacher, the reasons why the teacher was not offered the position.

(b) Administrative Heads/Coordinators

- (i) For the staffing of Administrative Head (Summer School), Coordinator (Summer) and Coordinator (Evening), the following management procedure will apply:

39.04 Method of Pay

Continuing Education teachers shall be paid on a bi-weekly basis.

The current method of pay which has been established for Summer School and any other Continuing Education programs of similar length, shall continue to be based on one lump sum payment issued no later than the last working day of the program.

39.05 Seniority

- (a) Effective 1 September 1998, seniority for newly hired Continuing Education teachers shall be based on credits actually taught in any Continuing Education program of the Ottawa-Carleton District School Board.
- (b) Notwithstanding the above, the following provisions shall apply to Continuing Education teachers with the Ottawa-Carleton District School Board listed on the most recent Continuing Education seniority lists of the predecessor boards, up to and including 31 August 1998:

Continuing Education seniority shall be based on credits actually taught (that is, excluding credits granted while on leave) since 1 September 1986, including all credits actually taught in the evening, on Saturdays, and in the summer for the Ottawa-Carleton District School Board and either predecessor board.

The burden for providing satisfactory proof of service under the above paragraph with the former Carleton Board of Education between 1 September 1986 and 31 August 1989 shall rest with the teacher.

- (c) (i) Teachers holding an administrative position in Continuing Education shall be given one credit of seniority for every term they hold that position.
- (ii) For purposes of seniority, a make-up course shall be counted as one half credit.
- (d) In the event of a tie in credit count, the tie shall be broken by a computer generated random number procedure that shall be subject to verification by the President of the Bargaining Unit or designate.
- (e) (i) The seniority list shall be posted in every secondary school three times each year.
 - (1) No later than 1 October ,
 - (2) No later than 1 February , and
 - (3) No later than 1 Junewith a copy being sent to the President of the Bargaining Unit.
- (ii) Errors in the calculation of a teacher's seniority shall be brought to the attention of the Board no later than 1 November (October list), 1 March

(February list) or the last day of the school year as defined by the school year calendar published by the Board (June list) of each school year or the list shall be deemed correct. The Bargaining Unit shall consult with Human Resources as part of the process and the necessary corrections and/or amendments will be carried out and the corrected list published by 15 November (October list), 15 March (February list) or 15 July (June list).

Timeline Reference Chart

<u>List Posted no Later Than:</u>	<u>Errors in Calculation Reported to Board no Later Than:</u>	<u>Amended List Posted no Later Than:</u>
October 1	November 1	November 15
February 1	March 1	March 15
June 1	Last day of School Year	July 15

39.06 Removal from Seniority List

- (a) In the event a Continuing Education teacher elects not to submit a Continuing Education application for a period of two (2) years, his/her name will be removed from the seniority list.
- (b) A teacher whose name is removed under (a) above and who is subsequently rehired into the program in accordance with Article 39.02 shall accumulate credits for the purposes of seniority from the date of rehire.

39.07 Sick Leave

- (a) All Continuing Education academic staff shall be entitled to be absent with pay for up to two (2) days in each semester (fall, winter, summer) due to illness or injury, provided that the teacher/administrator is not on other leave with or without pay and provided the teacher/ administrator is not eligible for benefits under workplace safety insurance legislation.
- (b) All Continuing Education academic staff who were entitled to sick leave credits under the former OBE program, shall have their sick leave accumulation frozen, up to a maximum of twenty (20) credits, as at 1 September 1998.

Teachers who utilize their two (2) day entitlement as described in (a) above, shall have access to drawing from their frozen sick leave balance as described in (b) until such credits have been exhausted.

39.08 Pregnancy/Parental Leave

A teacher who is pregnant or who adopts a child shall, upon request, be granted a leave of absence without pay for a period of up to one (1) school year (inclusive of any portion of the statutory leave provided under the Employment Standards Act that falls within the school year).

39.09 Leaves of Absence Without Pay

A teacher may be granted a leave of absence without pay for the remaining time left in a course to which they have been assigned where the teacher can demonstrate a need for such leave. The teacher shall direct his/her written request for a leave to the Superintendent of Human Resources.

39.10 Bereavement Leave

A leave of absence of up to two (2) days with pay may be granted in each term for bereavement leave provided that the Continuing Education teacher notifies the appropriate Principal to ensure replacement with another duly qualified teacher.

ARTICLE 40 VIOLENT INCIDENTS AGAINST TEACHERS

40.01 The parties recognize the Board's Safe Schools Policy and Procedures. The parties agree that this article does not incorporate the Board's Safe Schools Policy and Procedures in the collective agreement.

ARTICLE 41 HEALTH AND SAFETY

41.01 The parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations. The parties agree that this article does not incorporate the Occupational Health and Safety Act and Regulations in the collective agreement.

41.02 The parties further recognize the Bargaining Unit representation on this committee.

ARTICLE 42 NO DISCRIMINATION

42.01 The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, age, gender, sexual orientation, political or religious affiliation, or by reason of membership or non-membership in the Union.

ARTICLE 43 DUTY TO ACCOMMODATE

43.01 Where a teacher is identified as requiring an accommodation, the Employer and the Union shall consult to seek an appropriate accommodation for that teacher.

ARTICLE 44 ATTENDANCE MANAGEMENT PROGRAM

44.01 The union shall have the right to comment on the implementation and application of the Attendance Management Program.

44.02 Should the Employer request the employee to undergo an independent medical examination, the choice of medical practitioner shall be mutually agreeable to the Employer, the employee and the Bargaining Unit.

ARTICLE 45 FAMILY MEDICAL LEAVE

45.01 In accordance with the Employment Standards Act an employee will be entitled to Family Medical Leave without pay for up to eight (8) weeks.

Entitlement to Leave

- (a) An employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in 45.01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

- (b) Article 45.01 (a) applies in respect to family members as defined in the Employment Standards Act.
- (c) The employee may begin a leave under this article no earlier than the first day of the week in which the period referred to in 45.01 (a) begins.
- (d) The employee may not remain on a leave under this section after the earlier of the following dates:
 - (i) The last day of the week in which the individual in 45.01 (b) dies;
 - (ii) The last day of the week in which the period referred to in 45.01 (a) ends.
- (e) For the purposes of this article, "week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.
- (f) An employee may take a leave under this article only in periods of entire weeks.
- (g) If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in 45.01 (a) that applies to the first certificate issued.
- (h) An employee who wishes to take leave under this article shall advise the employer, in writing, that he or she will be doing so. If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave, in writing, as soon as possible after beginning the leave. Notwithstanding this provision, an employee must report daily absences to their supervisor.
- (i) The employee will provide to the Employer a medical certificate referred to in 45.01 (a) indicating that a member of the family is gravely ill with significant risk of death within 26 weeks.
- (j) If an employee takes a further leave, in the event death did not occur within the 26 weeks, the employer may request a copy of the required certificate as provided for under this legislation.

45.02 General Provisions for Family Medical Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of Family Medical Leave.
- (b) Seniority shall continue during any term of Family Medical Leave.
- (c) The Employer agrees to continue to pay the employer's portion of benefits and applicable pension premiums during the Family Medical Leave provided the employee agrees to pay the employee's portion of premiums by pre-authorized debit.

- (d) Sick leave credits shall accumulate for the employee during the time of Family Medical Leave.
- (e) The period of an employee's leave shall not be included in determining whether he/she has completed the probationary period under Article 28.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THE RESPECTIVE REPRESENTATIVES THEREUNTO DULY AUTHORIZED, AS OF THIS ____ DAY OF _____ 2009.

THE OTTAWA-CARLETON DISTRICT
SCHOOL BOARD

THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
District 25 – Teachers' Bargaining Unit

Lynn Scott
Chair of the Board

Kerry Houlahan
President, OSSTF

Lyll Thomson
Director of Education/Secretary of the Board

Kerri Ferguson
Chief Negotiator, OSSTF

Janice McCoy
Superintendent of Human Resources

Al Hempel
Member, Collective Bargaining Committee

Walter Piovesan
Superintendent of Instruction

Chris Roy
Member, Collective Bargaining Committee

Janet Beer
Labour Relations Officer

Julia Bilenkis
Member, Collective Bargaining Committee

Jennifer Baldelli
Human Resources Officer

Kim Appel
Member, Collective Bargaining Committee

Carolyne Lynch
Labour Relations Administrator

Bruce Whitehead
Principal

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: HOME INSTRUCTION PROTOCOL

The parties agree that:

Seniority

1. Seniority will be determined by the most recent date of hire as a teacher in the Home Instruction Service.

Publication of the List

2. School Principals will be supplied annually with a Home Instruction Services Staff List. This staff list will include the seniority list and Home Instruction Protocol. This list will be updated annually to reflect additions, deletions, leaves of absence (including unavailability during the leave), etc. In addition, the seniority list will be updated electronically, if possible, with updates as required throughout the year.
3. Each home instruction teacher shall ensure the Board is kept current on personal information required for the list.
4. The List will include the panel and subjects in which the teacher is qualified to teach.
 - (a) Teachers hired on or after 1 September 1998 shall have qualifications recognised in accordance with the teacher's Certificate of Qualification as issued by the College of Teachers.
 - (b) Teachers hired prior to 1 September 1998 shall be grandparented for purposes of subject designation. Effective 1 September 1998, such teachers may add subjects only in accordance with (a) above.

Additions and Deletions

5. Home Instruction Teachers shall be added to the List only in the event that a subject list contains no available teachers and a need arises for a Home Instruction Teacher in that subject.
6. Notwithstanding the above, Home Instruction Teachers shall be added to the list in extenuating circumstances following agreement by the parties.

Staffing

7. (a) Principals will offer assignments to qualified teachers, by seniority on the List, provided the teacher is the most suitable for the assignment;
- (b) Principals (or designate) will interview, where necessary, to determine the most suitable qualified teacher for the assignment.
8. Teachers in the Home Instruction Service who were assigned to a student will continue with that assignment in the following school year, on the recommendation of the Principal.
9. In accordance with (7), and (8) above, where a Principal assigns a teacher who is not the most senior, an explanation shall be provided to Human Resources at the time of assignment.

Assignments

10. Home Instruction Teachers shall be entitled to be assigned up to five (5) student instructional hours per day, to a maximum of twenty (20) hours per week. In no case shall the total assignments exceed a maximum of 776 hours in a school year.
11. Home Instruction assignments shall be conducted between the hours of 8:00 a.m. and 5 p.m. in accordance with the Education Act.
12. (a) A Principal (or designate) shall give a Home Instruction Teacher until 5:00 p.m. on the next business day following the day of the initial phone call to accept an assignment.
- (b) The teacher may decline the offer. The rationale for declining an offer may include reasons such as current assignments. Any decline could enable other Home Instruction Teachers within that discipline to be offered the assignment.
- (c) Should the teacher not respond or decline the offer within that time, the Principal (or designate) may offer the assignment to the next qualified teacher on the list.
13. This Letter of Understanding is without prejudice to further discussions in negotiations between the parties with respect to Home Instruction Teachers.

Renewed at the City of Ottawa this ___ day of

2009.

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: LEADERSHIP POSITIONS (Positions of Responsibility)

Guiding Principles

- (a) A head is a member of the leadership team of the school whose role may include responsibilities for program and subjects. Some program responsibilities will be reviewed annually and may be subject to change.
- (b) Every head must hold a specialist qualification within his/her department at the time of appointment.
- (c) Every subject (as outlined in Reg. 184-97 Schedules A, B,D) must be allocated to a department.
- (d) Every teacher must be supported by a head(s).
- (e) Every head has leadership skills (as per the Selection Procedures).
- (f) Every head must have equity of workload.
- (g) Every structure (or revision) must be submitted with the school organizational chart.
- (h) Competition postings will reflect all responsibilities for that headship (curriculum and program responsibilities may be reviewed and adjusted annually).
- (i) Incumbents must maintain full contract status.

Renewed at the City of Ottawa this ___ day of _____ 2009.

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: SYSTEM REORGANIZATION

The parties recognize the potential implications of changes arising from recommendations under Policy P.013.PLG impact on members of the Bargaining Unit. These changes may affect a number of areas including:

- (a) Transfer and Placement Procedure
- (b) Staffing
- (c) Effecting a smooth transition and consolidation
- (d) Positions of Responsibility

In accordance with the terms of the Union/Employer Committee as defined under Article 6 of this Collective Agreement, either party may request a meeting to deal with system reorganization concerns. The parties shall attempt to deal with the concerns expressed, and carry out such discussions as required.

In any event, it is understood that the Bargaining Unit will be involved in a consultative capacity prior to implementation of recommendations made under Policy P.013.PLG.

This Letter of Understanding is subject to the grievance/arbitration process.

Renewed at the City of Ottawa this ___ day of _____ 2009.

Chair of the Board

President, OSSTF (District 25
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: BENEFITS FOR RETIRED CBE SECONDARY TEACHERS

All benefits, excluding Federation administered LTD, will continue to be made available to those employees who were retired prior to 1 September 1998 and who, pursuant to the terms of the collective agreement between the Carleton Board of Education and OSSTF had elected to continue coverage subject to their paying 100% of the premium cost. This entitlement shall continue until such time as the employee reaches age 65 or elects to discontinue coverage, whichever occurs first.

It is understood and agreed that employees retiring after 1 September 1998 shall not be entitled to continue their coverage in the Board's benefits plan.

This Letter of Understanding is subject to the grievance/arbitration process.

Renewed at the City of Ottawa this ___ day of _____ 2009.

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: BENEFITS EXEMPTION - OBE TEACHERS

The parties agree that the following shall apply with respect to the implementation of Article 13
- Employee Benefits Plans:

Secondary teachers employed as of 31 January 1999 who were covered by the benefits provisions in the collective agreement between the Ottawa Board of Education and OSSTF District 26 and who elected not to enroll in the optional benefits provided for under the group health and dental plans in the applicable collective agreement shall continue to be exempted from the mandatory enrolment requirements for the major medical, dental and vision care plans offered under the current agreement. This means these teachers shall not be required to enroll in the major medical, dental and vision care plans under the collective agreement.

However, if at any time in the future, a teacher elects to enroll in any of these plans (either single or family level coverage) during the annual open enrolment period or is required to enroll as a result of the teacher no longer being covered by another benefits plan, it is understood and agreed that the teacher shall forfeit his/her exempt entitlement with respect to that particular benefit plan and must thereafter remain enrolled, at least at a level of single coverage, in accordance with the provisions in the current agreement.

This Letter of Understanding is subject to the grievance/arbitration process.

Renewed at the City of Ottawa this ___ day of _____ 2009.

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: EMPLOYMENT INSURANCE BENEFITS

Hours of Insurable Employment - Methods of Determination

The Parties have considered Section 10 of the Regulation set out in the Canada Gazette, Part II, Vol. 130, No. 14 which relates to Section 55 of the Employment Insurance Act. Section 10 provides methods for employers to complete Records of Employment for employees not paid on an hourly basis.

The parties agree, under Section 10(2) of this regulation, that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time teachers shall be deemed to have worked seven (7) hours each school day they are employed. Part-time teachers shall be deemed to have worked the hours per day that are pro-rated accordingly based on contract status.

Renewed at the City of Ottawa this ___ day of _____ 2009.

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: MUSIC REPERTOIRE CLASSES

For Music Repertoire Classes, the Class Size Maxima set out in Article 20.07 may be exceeded in accordance with the following provisions:

- i) This exception shall apply to Music Repertoire credit courses that are offered outside of the regular timetable (noon hour, before/after school) only and only with the written consent of the classroom teacher assigned to teach the class.
- ii) The Principal shall submit the completed "Request for Repertoire Exemption", signed by the teacher and the Principal, to the parties before 31 May.
- iii) The classes on the individual teacher's timetable, in the aggregate, shall not exceed the combined maxima in accordance with Article 20.07 based on a full year calculation of all classes assigned.

This Letter of Understanding is subject to the Grievance/Arbitration process.

Renewed at the City of Ottawa this ___ day of _____ 2009.

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: E-LEARNING

A committee shall be established to discuss the working conditions associated with e-learning programs based on any provincially developed protocol prior to implementation within the OCDSB.

Renewed at the City of Ottawa this ___ day of _____ 2009.

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: CLASS SIZE MAXIMA AND TEACHER AGGREGATE AUDIT

The audit of the Class Size Maxima (CSM) reports for all secondary schools will be performed weekly for the first six weeks commencing at the end of the first week of school in September and the last week of January and bi-weekly for the remainder of each semester. The Staffing Resource person will report the results of the audit to the Superintendent of Secondary Staffing and the Chief Negotiator, O.S.S.T.F.

Renewed at the City of Ottawa this ___ day of _____ 2009.

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: BENEFITS COMMITTEE

All remaining benefits money, based on the bargaining unit's share of funding of \$265,393 shall be referred through a committee. The parties will consider a raised cap on paramedical services and/or other relevant amendments. Such amendments shall be effective 1 September 2009.

This Letter of Understanding is subject to the Grievance/Arbitration process.

Signed at the City of Ottawa this ___ day of

2009

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: Method of Pay

The parties will meet through the Labour Management Committee to discuss the issue of alternative methods of pay.

Signed at the City of Ottawa this ___ day of

2009

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: SSC Reports

During the term of this collective agreement and subject to technological capabilities, the SSC resource person shall provide the following reports to the bargaining unit:

- Small Class Reports
- Description of Workload in Classes Without Students

Signed at the City of Ottawa this ___ day of

2009

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: Semester II Transfers

The parties shall meet to determine a process for the transfer of semester teachers to Semester II vacancies for implementation in the 2009/2010 school year.

Signed at the City of Ottawa this ___ day of

2009

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: Self-Funded Leave Plan

Subject to agreement by Revenue Canada, the Self-Funded Leave Plan will permit a leave for a full semester where the teacher is assigned to a semestered school in the leave year. The parties will meet in Labour Management to resolve issues that may arise.

Signed at the City of Ottawa this ___ day of

2009

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF UNDERSTANDING
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: STUDENT SUCCESS TEACHERS

The parties will use the Secondary Staffing Committee to review and deploy the staffing in the Appendix “Student Success Teachers” of the PDT Agreement between the Ontario Secondary School Teachers’ Federation and the Ontario Public School Boards’ Association dated November 27, 2008 within the following parameters.

The Secondary Staffing Committee shall meet no later than February 28 of each year to discuss the implementation of (c) below.

- (a) As part of their Board-Wide Improvement Plan and comprehensive Student Success Plan, and within the resources provided by the Government, the Board will articulate a strategy to enhance programs and services for students over four (4) years.
- (b) The parties acknowledge their Secondary Staffing Committee to locally identify and promote effective practices for student success.
- (c) This strategy will lead to the deployment and identification of a minimum average of 1.0 Student Success Teacher FTE per secondary school and Alternate site. (30 FTE)

The number of FTE Student Success Teachers shall be:

2008-2009	30.0 **
2009-2010	38.8
2010-2011	45.8
2011-2012	52.9
2012-2013	60.1

(d) The strategy shall determine the deployment of the Student Success Teachers according to the following criteria:

- Release time to enhance individual support for at-risk and disengaged students;
- credit recovery and/or credit rescue;
- increases in course offerings to improve student engagement;
- strategic class size reductions (e.g. in Applied Courses)
- other evidence-based strategies that improve student outcomes, as determined locally.

** The parties agree that funding received from Ministry of Education for the additional 4.4 FTE staff enhancements in 2008/09 will be applied for the purposes of amendments in Article 13.

Signed at the City of Ottawa this ___ day of

2009

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)

LETTER OF INTENT
Between
THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25, Teachers' Bargaining Unit)

Re: Trading Places

1. Teachers assigned to the "Trading Places" program shall be members of the Bargaining Unit under the provisions for Continuing Education, Article 39 of the Collective Agreement.
2. As a result of the unique nature of this program, the parties agree that certain provisions under Article 39 are amended for the purposes of this program, as follows:
 - a) For the purposes of seniority and teaching experience, teachers who are currently in the programs shall be deemed to have been hired as qualified teachers (on Letters of Permission) effective on their start date with the "Trading Places" program.
 - b) The "Trading Places" program shall be deemed to be the equivalent of 6 continuing education credits per year.
 - c) Where a teacher is subsequently hired into a regular teaching position, and who was employed full-time in the "Trading Places" program, 6 credits shall be deemed to be one (1) years of teaching experience for the purposes of experience crediting for grid placement.
 - d) Effective February 1, 2006, teachers in the "Trading Places" program will pay OSSTF union dues as per Article 9.
 - e) The following Articles under Article 39 of the Collective Agreement shall not apply to the "Trading Places" program:

Article 39.02 Staffing
Article 39.05 Seniority
Article 39.06 Removal from Seniority List
Article 39.07 Sick Leave

3. The parties agree to the following provisions as a result of 2 (e) above:

Staffing

The program will be staffed based on seniority, subject to qualifications, in accordance with the most recent "Trading Places" Seniority List.

Seniority

- a) Seniority for teachers in the "Trading Places" program shall be based on credits taught in the program. A full-time teacher in the program shall earn 6 credits for seniority purposes. The seniority list will be provided each year no later than October 1, and will be posted in the "Trading Places" sites, with a copy provided to the Bargaining Unit President.
- b) In the event of a tie in credit count, the tie shall be broken by a computer generated random number procedure that shall be subject to verification by the President of the Bargaining Unit or designate.
- c) Errors in the calculation of a teacher's seniority shall be brought to the attention of the Board no later than 1 November. The Bargaining Unit shall consult with Human resources as part of the process and the necessary corrections and/or amendments will be carried out and the corrected list published by 15 November.
- d) In the event that a "Trading Places" teacher elects not to submit an application to the program for a period of two (2) years, his/her name will be removed from the seniority list. A teacher whose name is removed and who is subsequently rehired into the program, shall accumulate credits for the purposes of seniority from the date of the most recent hire.

Sick Leave

Article 39.07 of the current Collective Agreement shall apply to a full time teacher in the "Trading Places" program with the following amendment:

Entitlement to two (2) days of sick leave each semester shall be amended to two (2) days of sick leave per month.

Signed at the City of Ottawa this ___ day of

2009.

Chair of the Board

President, OSSTF (District 25,
Teachers' Bargaining Unit)

Director of Education

Chief Negotiator, OSSTF (District 25,
Teachers' Bargaining Unit)