

# **Collective Agreement**

between

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
(hereinafter called the "OSSTF" or "Union")**

**Representing**

**The Secondary Teachers  
of District 26 of the Ontario Secondary School Teachers' Federation  
Employed by the Board  
(hereinafter called the "Bargaining Unit")**

And

**THE UPPER CANADA DISTRICT SCHOOL BOARD [DISTRICT BOARD #26]  
(hereinafter called the "Employer" or "Board")**

**September 1, 1998**

to

**August 31, 2000**

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Schedules attached:

- A OSSTF Certification Plan of December 31, 1997
- B Retirement Gratuity Articles of predecessor boards
- C Graduate Degree Allowance Articles of predecessor boards



## ARTICLE 1- PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "the Agreement", to set forth the terms which have been mutually agreed upon and which shall be applicable to all Teachers of the Bargaining Unit and the Employer during the effective period of the Agreement.
- 1.02 It is the intent of the parties to maintain harmonious relationships in the co-operative endeavor to deliver the highest quality of educational services to students in the secondary panel.

## ARTICLE 2- EFFECTIVE PERIOD

- 2.01 This Agreement shall be in effect from September 1, 1998 and shall continue in-force up to and including August 31, 2000 and shall continue to automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within a period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.02 If either party gives notice of its desire to negotiate amendments in accordance with Section 2.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 2.03 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 2.04 There shall be no strike or lockout during the term of this Agreement. The term "strike" and "lockout" shall have the meaning ascribed to them in the Ontario Labour Relations Act.

## ARTICLE 3- RECOGNITION

- 3.01 The Employer recognizes the OSSTF as the exclusive bargaining agent of all teachers, as defined in the Education Act, who are employed in its secondary panel.
- 3.02 The Employer recognizes the negotiating team appointed by the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.03 The Parties **recognize** the right of each to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.04 In negotiations for a new or renewal collective agreement, each of the parties recognizes the right of the other party to be represented by a committee of not more than six (6) persons, inclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions that may be made from time to time.

## **ARTICLE 4- CATEGORY DEFINITIONS AND TEACHER QUALIFICATIONS**

- 4.01 Category definitions shall be those established by the Ontario Secondary School Teachers' Federation. For the purpose of salary **categorization** the Board recognizes the Certification Rating Statement issued by the OSSTF Certification Division. Teachers will be paid in accordance with their Certification Rating Statement based on the Ontario Secondary School Teachers' Federation- Certification Plan in effect December 31, 1997. A copy of that plan as of that date is attached to the original of this agreement for reference purposes.
- 4.02 It shall be incumbent upon the teacher to provide documented proof in the form of a Group Rating Statement from the OSSTF as to the teacher's appropriate group classification in accordance with Article 4.01 hereof.
- 4.03 A new teacher and a teacher who qualifies for a change in category, by reason of improved qualifications shall receive the appropriate differential amount. Where documents are submitted to OSSTF on or before December 31, a teacher will receive an adjustment in salary retroactive to September 1 of that year when the notification of the change is subsequently received. Where documents are submitted to OSSTF on or after January 1, and on or before June 30, a teacher will receive an adjustment in salary retroactive to January 1, when the notification of the change is subsequently received. Consideration will be given to teachers who, through no fault of their own, are unable to make application to OSSTF before December 31.

NOTE: It is understood that, in order to receive payment retroactive to September 1, the teacher must have completed the academic requirements for the upgrading prior to September 1, and in order to receive payment retroactive to January 1, the teacher must have completed the academic requirement prior to January 1. Validated proof of completion of the program or course involved must be provided by the applicants from the institution involved and accompany the application for reclassification.

- 4.04 All teachers employed on Letters of Standing shall be paid according to their Letter of Evaluation from OSSTF with the appropriate category placement.
- 4.05 All teachers employed on Interim Certificates of Qualifications shall be paid according to their letter of evaluation from OSSTF with the appropriate category placement.

## **ARTICLE 5- SALARY SCHEDULE**

- 5.01 Effective September 1st, 1998 to August 31st, 1999, the salary grids in place as of August 31st, 1998 in each of the predecessor boards are continued in force for the secondary panel teachers employed by the respective predecessor board.
- 5.02 Teachers who are hired on or after January 1st, 1998 shall be subject to the salary grid applicable in the jurisdiction of the predecessor board to which the teacher is first assigned.
- 5.03 Until August 31st, 1999, regardless of the assignment or school or work location, each teacher will continue to be subject to the salary grid currently or firstly applicable to him or her.

5.04 Effective September 1st, 1999, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	31895	32755	34410	36490
	33610	34645	36610	39000
2	35325	36625	38810	41510
3	37040	38605	41010	44020
4	38755	40585	43210	46530
5	40470	42565	45735	49045
6	42185	44545	48260	51560
	44165	46525	50785	54075
8	46145	48505	53310	56590
9	48430	50795	56130	59450
10	50715	53085	58950	62310
11	53000	55375	61770	65170

5.05 Notwithstanding Article 5.04 hereof, no teacher shall suffer a reduction in his/her previous annual rate of salary.

5.06 Each teacher shall be placed on the salary schedule in accordance with his/her category rating statement and recognized years of teaching experience.

a) For initial placement on the salary grid, the Board agrees to **recognize** all teaching experience acquired under a probationary or permanent teacher's contract as existed prior to August 31st, 1998 in an elementary or secondary school in Ontario. Where the calculation of teaching experience results in partial years, fractional years of .5 or greater shall be rounded up and .4 or lesser shall be rounded down.

e.g. previous experience = 8.5 years  
 Initial grid placement = 9 years  
 previous experience = 8.4 years  
 Initial grid placement = 8 years

b) For purposes of determining a Teacher's placement in the salary schedule, part-time teaching and periods of less than a year may be accumulated. Of the aggregate accumulation, each instructional year (as established from time to time by the Ministry of Education) shall be considered as one year and the remainder if it equals or exceeds fifty percent (50%) of the year immediately preceding the current instructional year, shall be considered a year.

c) Notwithstanding Article 5.06 a) and b), there shall be no reduction in the recognized experience of any teacher whose status as an employee was transferred to the Board as of January 1st, 1998 by reason of the order of the Education Improvement Commission.

5.07 Other teaching experience relevant to the teacher's assignment and deemed by the Board to be equivalent to the experience in 5.06 hereof shall be recognized to the maximum of category.

- 5.08 Related experience in a profession, industry, or trade which is deemed by the Board to be relevant to the teacher's assignment may be recognized for initial grid placement on the basis that two-full time (2) equivalent years of such experience equals one (1) year of full-time equivalent teaching experience. No credit for recognition shall be awarded for any such related experience to the extent that it has been used to satisfy entrance requirements to a faculty of education in pursuit of a degree or diploma in education.
- 5.09 The salary of a teacher who is employed on less than a full-time equivalent basis shall be pro-rated accordingly.
- 5.10 A teacher who was in the employ of the Board on June 30, 1998 and in receipt of an additional monetary allowance in recognition of the possession of a university degree(s) which had not been used to establish the salary and placement of that teacher shall continue to receive the applicable monetary allowance until he/she leaves the employ of the Board.
- 5.11 A teacher who acquires a post graduate degree after June 30th, 1998 that is not used for category placement for that teacher shall receive an allowance as provided in the predecessor board in whose jurisdiction he/she is assigned. The matters related to post graduate degrees shall be referred for review to the committee established under 10.09 c)
- 5.12 Subject to Articles 5.01, 5.02 and 5.03 hereof, no teacher covered by this agreement shall be paid more or less than any other teacher who possesses the same qualifications and recognized experience and has the same or equal responsibility.

## **ARTICLE 6- METHOD OF PAYMENT**

- 6.01 Effective September 1<sup>st</sup>, 1999, teachers shall be paid their annual salary entitlement in twenty-six (26) bi-weekly installments. Salary, subject to statutory or other authorized deductions, shall be paid by direct deposit to a financial institution which participates in the National Electronic Funds Transfer System as determined by the teacher.
- 6.02 A teacher who leaves the employ of the Board or commences an unpaid leave of absence during the school year will be paid any salary owing less required deductions up to the last day worked. Such payment shall be made within thirty (30) days of the termination of employment or commencement of the leave.

## **ARTICLE 7- UNION DUES**

- 7.01 Pursuant to the Ontario Labour Relations Act 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 by OSSTF and/or the Bargaining Unit and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

- 7.02 The OSSTF dues deducted in 7.01 shall be remitted to the  
Treasurer of OSSTF  
60 Mobile Drive  
Toronto, Ontario  
M4A 2P3  
no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, salary for the period, and the amount deducted.
- 7.03 The local levy specified by the Bargaining Unit in 7.01, if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, salary for the period, and the amount deducted. Any monies so deducted under Article 7.00 shall be reflected as a deduction on employees' T4 slips.
- 7.04 OSSTF 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 8- BENEFITS**

- 8.01 Existing benefit plans in the predecessor boards shall be extended to August 31st, 2000 without alteration to the current premium sharing ratios if applicable.
- 8.02 In the event that a joint employee-employer committee on benefits should recommend changes in benefits plans designs and the parties ratify such changes, the revised benefit plans shall be implemented as soon as practically possible thereafter.

## **ARTICLE 9- PAYROLL DEDUCTIONS**

- 9.01 **Canada Savings Bonds**  
The Board shall accommodate the purchase of Canada Savings Bonds by teachers by providing for payroll deductions and necessary remittances in the divisions of the Board in which they are currently offered and offer the service across the system when the technological capabilities of the Board are in place. Canada Savings Bonds will be available at the point of purchase at the Board's financial institution unless the teacher makes alternative arrangements with the Board's financial institution.
- 9.02 **Registered Retirement Savings Plans**  
The Board shall administer a registered retirement savings plan through payroll deductions with the Ontario Teachers' Group. Teachers contributing to an RRSP payroll deduction plan may participate in a monthly contribution program as well as, or in place of, an annual contribution via payroll deduction. The Board's only responsibility would be to deduct and remit contributions and would be saved harmless from any other implications with respect to the establishment of this particular plan.

## **ARTICLE 10- ACCUMULATED SICK LEAVE AND GRATUITY**

- 10.01 Each full-time teacher who is actively employed shall be credited with twenty (20) days sick leave on the first working day of the school year, the unused balance of which shall be accumulated to the teacher's sick leave account to a maximum of two-hundred and sixty (260) days.
- 10.02 Teachers who commence employment during the school year shall be credited, on the first day of employment, with a prorated number of sick leave days rounded to the nearest one-half day. Sick leave days shall be prorated for part-time teachers who are actively employed by the Board.
- 10.03 Teachers shall continue to receive their full pay for absences caused by sickness beyond twenty (20) days up to the amount of their sick leave credits.
- 10.04 A newly hired teacher shall be entitled to transfer accumulated sick leave from a previous school board to the teacher's cumulative sick leave account with the Board. The number of days transferred shall not exceed two hundred (200) days.
- 10.05 A teacher who has been credited with sick leave by the Board under the sick leave provisions of a predecessor Board or another collective agreement **with** the Board shall be entitled to have such accumulated sick leave credited to the teacher's current sick leave account.
- 10.06 The Board may require certification by a physician or licentiate of dental surgery to support absences related to sickness.
- 10.07 The Board shall maintain a record of the teacher's credited and accumulated sick leave and shall inform the teacher in writing on or about September 1st of each school year as to the crediting and accumulation of the teacher's sick leave.
- 10.08 On leaving the employ of the Board, teachers shall receive a statement of their sick leave credits duly certified by the Board.
- 10.09
- a) Teachers employed in one of the predecessor boards and continuously employed **in** the Board shall retain entitlement to access the retirement gratuity provisions available in the predecessor Board. For ease of reference, such retirement gratuity provisions are attached as a schedule to this agreement.
  - b) Teachers who were not employed in none of the predecessor boards shall be entitled to access the retirement gratuity provisions of the predecessor board in whose former jurisdiction such teachers are first assigned.
  - c) The parties agree to establish a committee with equal representation of the Board and the Bargaining Unit to investigate and implement a retirement gratuity plan or an alternative plan by December 31st, 1999. Should no agreement be reached the provisions outlined in a) and b) above shall continue unless amended by the parties.



## ARTICLE 11- LEAVES OF ABSENCE

### 11.01 Short-term Leaves

A teacher shall be granted a leave of absence with continuation of salary, benefits, and other entitlements in the following circumstances;

- a) attendant on and coincident with the death of a spouse, parent, child, mother-in-law, father-in-law; a maximum of five (5) working days.
- b) attendant on and coincident with the death of a brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, ward or a person in **loco** parentis; a maximum of three (3) working days.
- c) attendant on and coincident with the death of an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; a maximum of one (1) working day.
- d) the serious illness of a spouse, child or parent; up to a maximum of two (2) days.
- e) for working days on which the teacher is required to serve as a juror.
- f) for working days on which the teacher is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- g) for working days on which the teacher is subject to subpoena as a witness in court proceedings to which the teacher is not a party or an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the teacher is to give testimony.
- h) attendant on and coincident with the observance by the teacher of his/her religion to a maximum of five (5) days in a school year.
- i) when in the opinion of the Principal or Vice-Principal, it is considered hazardous for teachers to travel to or from school or to be in school, then the teacher shall be excused so long as the hazard exists. If, in the opinion of the teacher, it is hazardous to travel, and the Principal disagrees, then the teacher shall have deducted one (1) day credit from his/her accumulated sick leave credits.

11.02 At the discretion of the Director of Education or designate, extension of leaves may be approved for a teacher on terms and conditions as indicated in the written response to the request.

11.03 A teacher shall be entitled to two (2) personal leave days per school year for serious personal reasons. No more than ten percent (10%) of the teachers in any one school shall use personal leave days on any one day. Except for unforeseen circumstances, the teacher shall make the request to the Principal at least twenty four (24) hours in advance.

- 11.04** Leave of absence with continuation of salary, benefits and other entitlement shall be granted for federation activities in the district subject to the following limitations:
- a) A maximum of three (3.0) full-time equivalent teachers in any school year, provided that such leave for any teacher shall be in blocks of 0.5 or 1 only.
  - b) Written request to the Director of Education not later than May 1st in the school year preceding the leave identifying the teachers who will be on federation leave.
  - c) Reimbursement by the Federation or Bargaining Unit of the full costs of salary and benefits for the teachers on leave
- 11.05** Other Federation Leaves
- 11.05.01 a) A teacher who has been elected or appointed to an office with the provincial executive of OSSTF shall be granted a leave of absence for up to two (2) consecutive terms of **office** without salary, benefits or other entitlements provided written notice has been given to the Director of Education on or before March 31st in the school year preceding the commencement of the leave.
- b) A teacher returning from a provincial federation leave shall so notify the Director of Education in writing on or before March 31st in the school year preceding the return to teaching duty.
- (c) Notwithstanding **11.05.01(a)**, the Board may grant leave for (an) additional term(s).
- 11.05.02 Upon application by the OSSTF District 26, release time shall be granted to teachers to carry out Federation activities at a local or provincial level. OSSTF District 26 shall reimburse the Board for the actual occasional teacher costs incurred in the release time of the teacher. Such release time shall not exceed two hundred (200) school days.
- 11.05.03 The Board shall assume the occasional teacher costs for replacing teachers when Federation representation is required by the Board at meetings.
- 11.05.04 The Board shall assume the occasional teacher costs, if any, to a maximum of four (4) teachers per meeting, to participate in collective bargaining with the Board. Such days shall count towards the days permitted in 11.05.02.
- 11.06 Teacher Self-Financed Leave Plans
- 11.16.01 Teachers enrolled in self-financed leave plans with the predecessor Board shall have those plans honoured by the Board.
- 11.06.02 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:
- a) One (1) year deferral of one-half of annual salary in the year followed by one (1) year of leave.
  - b) Two (2) years deferral of one-third of annual salary in each year followed by one (1) year of leave.

- c) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave.
- d) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave.
- e) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.

The amount of the current compensation amount deferred by the teacher under the plan cannot exceed 33 1/3% in any calendar year in accordance with the income Tax Act.

interest paid on trust fund accounts shall be the prime rate as established from time to time by the Board's Chartered Bank and shall be calculated and credited on the last day of each calendar month. Interest to be paid by the teacher on money advanced by the Board shall be the prime rate.

The year or semester (one-half) year leave may be taken in the second, third, fourth, or fifth year of the plan.

11.06.03 Application

A written application shall be delivered to the Director of Education not later than January 31st, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of leave of absence.

11.06.04 Approval or Denial

The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or the reason for denial shall be delivered to the applicant not later than April 1st following the date of application.

11.06.05 Definition

Entry into the plan shall be effective only on September 1st, and the duration of a leave of absence under this plan shall be from September 1st to August 31st unless by mutual agreement between the teacher and the Board.

11.06.06 Salary Holdback

The salary withheld as per clause **11.06.02** shall be placed in an individual trust account in the name of the teacher. A statement of the teacher's account will be issued by the Board to the teacher at the end of the school year.

11.06.07 Payment

- (i) The teacher shall receive a salary in each year of the plan as determined by the 11.06.02.
- (ii) If the amount received by the teacher during the leave is more than the accumulated amount in that teacher's account, the teacher shall repay the difference plus interest. Repayment will be made by withholding a portion of the teacher's salary, in accordance 11.06.02, until the full balance is paid.

11.06.08 Benefit Plans

- (i) Throughout the deferral, teacher's benefits shall be maintained as per the applicable Collective Agreement. During the leave, teachers may maintain benefits at their sole cost.

- (ii) The year of absence shall not represent a break in service so far as seniority is concerned.
- (iii) There shall be neither accumulation nor utilization of sick leave credits during the year or semester of absence.
- (iv) The Board and teacher shall comply with the regulations governing the Ontario Teachers' Pension Plan and Revenue Canada which may be amended from time to time.

**11.06.09 Termination**

- (i) A teacher may withdraw from the originally agreed upon plan up to and including the 31st day of January preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust including accrued interest shall be paid to the teacher within sixty (60) days following delivery to the Director of Education of written notification of withdrawal.
- (ii) A declaration of redundancy shall be deemed to be written notice of withdrawal delivered to the Director of Education on the effective date of redundancy.
- (iii) in the case of death of a teacher prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the teacher within sixty (60) days following the date of death. in the case of the death of the teacher during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the teacher within sixty (60) days following the date of death.

**11.06.10 Contract**

Each teacher who is a participant in the plan shall execute a contract wherein are set out the terms and conditions of participation in the plan.

**11.07 Part-Time Teaching at the Teacher's Request**

11.07.01 All Teachers employed by the Board or predecessor Board for a period of one (1) year or more shall be eligible to reduce their teaching time during a school year, subject to the approval of the Superintendent of Human Resources. Teachers shall not be allowed to reduce, their teaching time in more than three (3) consecutive school years except by mutual agreement between the Board and the Teacher.

11.07.02 Employees who have worked or are deemed to have worked for 50% of the school year, shall, for purposes of hours worked in order to determine eligibility for special benefits (i.e. pregnancy, parental, or sickness) in accordance with the Employment Insurance Act, be deemed to have worked 700 hours.

11.08 When a teacher is absent from duty as the result of an accident for which compensation is being received by the teacher in accordance with the provisions of the Workers' Compensation Act, the Board will supplement such compensation payments to the teacher to the full salary of the teacher.

**11.09 Unpaid Leaves of Absence**

11.09.01 in addition to the various types of leaves described in this Article, the Board at its discretion, may grant other leaves of absence.

11.09.02 Any leave granted under this article shall be subject to the following provisions:

- a) The request shall indicate the dates the leave is to commence and end and shall be made in writing to the Principal with a copy to the President of the Bargaining Unit

by January 31st of the current school year. In exceptional circumstances, this notification period may be waived.

- b) The length of the leave shall not exceed two (2) consecutive school years and, where possible, shall be taken in periods of time equivalent to a semester or a full school year.
- c) The Teacher granted such a leave shall return to the Teacher's school in a position similar to that held at the commencement of the leave, and subject to the **surplus-**redundancy provisions of the collective agreement.
- d) The leave shall be without salary, benefits or accumulated sick leave credits during the term of the leave but the Teacher shall retain the right to participate in all benefits, subject to the terms of the respective policies.

The Board agrees to continue coverage of the Teacher's benefits at the Teacher's sole expense. The Teacher will deliver postdated cheques payable to the Board dated the fifteenth (15) day of each month for the following month's premiums to cover the period of the leave of absence.

- 11.10 The Board shall not unreasonably refuse a request in the granting of a leave. When a request has been refused, the teacher shall receive a written response from the Superintendent of Human Resources indicating the reason for such a refusal within seven (7) working days.

## **ARTICLE 12- PREGNANCY/PARENTAL LEAVE**

### 12.01 Pregnancy Leave

A teacher who is employed by the Board for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Ontario Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.

A teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Board one (1) week's written notice of her intention to do so, and furnishing the Board with the certificate of a qualified medical practitioner stating that she is able to resume her work.

A teacher who anticipates making a request for such a leave shall make every effort to give the Board the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The teacher giving notice of pregnancy leave shall also provide the Board with a certificate from a legally qualified medical practitioner stating the expected birth date.

- 12.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to a teacher who adopts a child. It is understood that in cases of adoption, the teacher may have to cease duty immediately when the child becomes available; the teacher shall endeavor to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

### 12.03 Parental Leave

Subject to the provisions of the Employment Standards Act, a teacher who has been employed by the Board for at least thirteen (13) weeks will be entitled to a parental leave.

Parental leave must normally begin when pregnancy leave ends, or within thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.

The teacher may reduce the period of eighteen (18) weeks for leave provided the teacher gives to the Board at least for (4) weeks written notice of the day on which the leave is to end.

- 12.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to eighteen (18) consecutive weeks. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves.
- 12.05 if, during a pregnancy but prior to the commencement of a pregnancy leave, a teacher obtains a certificate declaring her unable to continue teaching due to illness, the teacher may use sick leave credits, if available.
- 12.06 For the full period of any pregnancy or parental leave granted under this Article, the Board agrees to continue its contributions to the premiums for the benefit plans in which the teacher was enrolled at the commencement of the leave unless the teacher requests otherwise in writing.
- 12.07 At the discretion of the Board, pregnancy and parental leave may be granted to a teacher who has been employed with the Board for less than thirteen (13) weeks.
- 12.08 Upon expiration of a leave granted under this Article, the teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same school, subject to the application of Surplus and Redundancy Procedures. The teacher shall endeavor to give the earliest possible notice of intent to return to duty, but must give written notice to the Principal at least four (4) weeks prior to returning to duty.
- 12.09 An employee may request an extension of parental leave. Such extensions shall be subject to the approval of the Director. Such leave shall be considered to include any parental leave granted.
- 12.10 Subject to the layoff and just cause provisions of this agreement, the Board may not terminate or layoff an employee entitled to pregnancy and/or parental leave.
- 12.11 Part-time employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 12.12 Nothing in this article shall remove from an employee any entitlement under the Employment Standards Act.
- 12.13 A male teacher shall be entitled to a paternity leave of two (2) days with pay and without loss of benefits, seniority, or experience in any one school year in addition to the day of birth of his child to attend to and care for the child or family. In the case of adoption, these two (2) days shall be taken at the time of taking legal custody.

- 12.14 Supplemental Employment insurance
- a) The Board shall provide a pregnancy/parental leave sub plan for teachers under the Canada Employment insurance Act. The Teacher's regular weekly earnings shall be determined by dividing the annual rate of salary at the commencement of the leave by the number of school days in the year, and then multiplying by five (5). No teacher shall receive any supplemental employment insurance benefit for any period of time during which no teaching duties would have been scheduled to be performed.
  - b) The benefits under this clause may be claimed by the mother. Under the provisions of this plan the Board shall pay sixty percent (60%) of the teacher's regular weekly earnings for each of the two (2) qualifying weeks. For the next fifteen (15) weeks of employment insurance benefits, the Board shall pay a weekly supplement equal to the difference between sixty percent (60%) of the teacher's regular weekly earnings and the amount of the weekly unemployment insurance benefits.
  - c) The benefits under this clause may be claimed by an adoptive parent while caring for an adoptive child. Under the provisions of this plan the Board shall pay sixty (60%) of the teacher's regular weekly earnings for each of the two (2) qualifying weeks. For the next ten (10) weeks of employment insurance benefits, the Board shall pay a weekly supplement equal to the difference between sixty (60%) of the teacher's regular weekly earnings and the amount of the weekly unemployment insurance benefits.

## ARTICLE 13- TEACHER WORKLOAD

- 13.01 Each teacher (including teachers in Positions of Added Responsibility) shall be assigned 1250 minutes of instructional time for every five (5) instructional days on average during the school year. Of the 1250 minutes, up to 1125 minutes of instructional time for every five (5) instructional days will be assigned to classroom instruction. No bargaining unit member shall be assigned more than six (6) credit courses or equivalent in the teacher's assigned timetable in a traditional school organization and three (3) credit courses or equivalent per semester in a semester school organization. Of the 1250 minutes, 125 minutes of other instructional duties may be assigned to areas which are credited toward a high school diploma or to special education or remedial programs or to other provincially mandated instructional programs, or on-call. Within the instructional day, each teacher shall receive on average 37.5 minutes preparation time per day free from assigned duties.
- 13.02 The scheduled interval between classes for teachers for a lunch break shall not be less than forty (40) consecutive minutes every day free from assigned duties.
- 13.03 Assigned duties for part-time teachers shall be prorated in the same ratio as their **part-time** employment is to a full-time employment.
- 13.04 a) The Employer and District 26, OSSTF agree that the following maximum class sizes are desirable to promote a positive learning environment.
- |                  |    |
|------------------|----|
| Advanced Level   | 32 |
| General Level    | 28 |
| Basic Level      | 18 |
| Limited Facility | 21 |
- b) A teacher's overall yearly pupil contact shall not exceed the sum total of all individual class maximums.

- 13.05 Non-instructional duties of a teacher shall be distributed equitably and shall not exceed fifty (50) minutes per week exclusive of a daily five (5) minute home form.
- 13.06 Total teaching staff for school year 1998-1999 shall be a minimum of 822.52 full-time equivalent.

## **ARTICLE 14- SENIORITY**

- 14.01 Seniority
- 14.01.01 The Board shall develop lists of all Teachers on staff with the Board as at January 1, 1998 in order of their acquired seniority.
- 14.01.02 The seniority lists will take effect on May 1, 1998.
- 14.01.03** Seniority shall be the length of continuous service with the Board or its predecessor Boards as a Teacher of the Secondary Bargaining Unit from the first day worked after last being hired. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.
- 14.01.04 A separate seniority list shall be established for summer school teachers teaching credit courses for service commencing July 1, 1997. A separate seniority list shall be established for night school teachers teaching credit courses for service September 1, 1997.
- 14.01.05** The seniority lists shall be ordered such that the most senior teacher is at the top of the list and the most junior is at the bottom.
- 14.01.06 The seniority lists shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than March 1st of each school year.
- 14.01.07 On the seniority list, the one hundred (100) most junior teachers shall have identified their first day worked after last being hired, their assigned workplace and their percentage of time worked.
- 14.01.08 Errors in the calculation of a teacher's seniority shall be brought to the attention of the Board and the Bargaining Unit in writing by the Teacher within ten (10) working days or the list shall be deemed correct.
- i) Any such error shall be resolved in (a) meeting(s) between the Bargaining Unit and the Board.
- ii) Such changes shall be recorded in writing and an amended seniority list established and posted in each workplace within twenty (20) working days of the initial posting of the list.
- iii) Subsequent changes to the list so established shall indicate only additions and deletions to the list.
- 14.01.09 Teachers hired on or after January 1, 1998 shall be added to the seniority list based on their first day of work and tie breaking criteria as outlined in 14.01.10
- 14.01.10 Should a tie occur based on the first day of work the following criteria shall be used to break the tie, if necessary:
- (i) total years of secondary teaching experience with the Board or its predecessor Boards; THEN



- (ii) total years of teaching experience with the Board or its predecessor Boards; THEN
- (iii) total years of secondary school teaching experience in Ontario; THEN
- (iv) by lot conducted by the Director of Education or designate and the Bargaining Unit President.

The above criteria shall be applied and shown on the seniority list in advance for the one hundred (100) most junior teachers.

in applying the above criteria, the steps shall be applied in order as required until the tie is broken.

## **ARTICLE 15- SURPLUS/REDUNDANCY**

- 15.01 A joint Board-Union committee shall be established with the purpose of developing a process and guidelines for the allocation of staff to schools and the process by which teachers are to be declared surplus or redundant and the attendant rights of such teachers. The committee shall be comprised of four (4) representatives of each of the Board and the Union and may call on such resource assistance as it deems appropriate. The Committee shall report, including recommendations for implementation for September 1st, 1999.
- 15.02 No teacher in the employ of the Board in the first half of the 1998-99 school year shall be declared redundant to the staffing requirements of the system for the 1999-2000 school year, subject to Article 16.02 hereof.
- 15.03 Wherever possible, transfer shall only be effected within the jurisdictions of the predecessor boards. Voluntary transfers may be made by mutual agreement at any time.

## **ARTICLE 16- MANAGEMENT RIGHTS**

- 16.01 it is the sole and exclusive right and obligation of the Board to exercise its management functions and manage the operation of the system except only as specifically limited by the terms of this collective agreement. The Board agrees to exercise its rights in accordance with the prevailing statutes and regulations governing education in the Province of Ontario
- 16.02 No teacher shall be disciplined, suspended, demoted or discharged without just cause given in writing.
- 16.03 At any meeting convened for the purpose of imposing discipline on a teacher, the teacher shall have the right to have present the designated OSSTF representative who is in the workplace, unless the circumstances are such that the immediate imposition of discipline is required. The Principal or other appropriate supervisory official shall inform the President of the Bargaining Unit forthwith in cases where immediate discipline has been imposed.
- 16.04 Teacher-Board Relations Committee
  - (i) A teacher-board relations committee shall be established and composed of:
    - four (4) representatives appointed by the Board
    - four (4) representatives appointed by the Bargaining Unit

The committee may call on such resource person(s) as it deems appropriate.

- (ii) The function of this Committee shall be to provide a forum for communication and discussion of matters relating to the status and working conditions of teachers not otherwise referred to in this Collective Agreement, and may make recommendations to the Board and the Bargaining Unit.
- (iii) Meetings shall be convened within ten (10) working days of a written request by either party and such request shall include a proposed agenda for the meeting.
- (iv) Reports and recommendations of the Committee shall be presented in writing to both the Board and Bargaining Unit who shall undertake to discuss them at the next following regular meeting of the Board and at the next District 26 Council meeting respectively. The results of these deliberations shall be communicated to the other party within ten (10) working days of the meeting.

16.05 Each teacher who is covered by this collective agreement agrees to permit the Board to provide to the Bargaining Unit or to an authorized Bargaining Unit representative any and all personal information concerning any such teacher which may be reasonably required to assist in or advance the purposes of collective bargaining and the effective administration of this agreement. **With** regard to any information so released or provided, the Bargaining Unit and its members collectively and individually shall save the Board harmless from any and all claims, actions or proceedings whatsoever, subject only to the obligations of both parties to abide by provisions of the Freedom of Information and Protection of Privacy Act.

16.06 Not later than November 15th of each school year, the Board shall provide the Bargaining Unit with a list containing the names of all OSSTF members employed as of that date. The list shall include the teacher's work location(s), job entitlement, birth date, residence address and residence telephone number. The Bargaining Unit will assist the Board with the collection of this data, including the release of the information in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

16.07 (a) The Board agrees to consult with the Bargaining Unit prior to creating or modifying Board policies and procedures which affect the status or working conditions of secondary teachers.

(b) The Board agrees to provide a copy of its policies and procedures to the President of the Bargaining Unit.

16.08 Probationary Period

Each teacher who is newly hired in the Board or who is rehired following an interruption of continuous service shall be a probationary employee for a period which includes 12 consecutive months of active service.

During the probationary period, the teacher's performance shall be evaluated by appropriate supervisory staff to determine whether he/she is suitable for continued employment beyond the probationary period.

The parties acknowledge that a lesser standard of just cause applies to the evaluation of the performance of a probationary teacher than to that of a teacher who has successfully completed the probationary period.

A teacher who is not being recommended for continuation of employment, shall be notified at least thirty (30) calendar days prior to the expiration of the probationary period.

## ARTICLE 17- GRIEVANCE PROCEDURE

- 17.01 A grievance is a dispute arising from the interpretation, application, administration or alleged violation of one or more provisions of this collective agreement, including a dispute as to whether a matter is arbitrable.
- 17.02 The only parties to a grievance are the Board and the Bargaining Unit.
- 17.03 Where reference is made to “days”, it shall mean regularly scheduled work days for teachers.
- 17.04** A grievance involving or relating to a teacher individually or a group of teachers in similar circumstances shall only be processed through the Bargaining Unit.
- 17.05 Every grievance claim shall be in writing delivered to the other party and shall contain:
- (a) a description of the factual circumstances alleged to constitute a violation of this agreement;
  - (b) a designation of the specific provisions of this agreement allegedly violated;
  - (c) an indication of the relief sought;
  - (d) the signature of the duly authorized official of the Bargaining Unit.
- 17.06 **Informal Stage**  
Prior to submitting a formal grievance claim, a teacher or teachers are expected to have discussed the matter with the school Principal or other immediate supervisor within twenty (20) days of the time when the Teacher should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. A teacher shall have the right to have present the designated representative from OSSTF who is in the workplace, as an observer. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint.
- 17.07 **Step One**  
District 26, OSSTF may file a grievance at Step One within ten (10) days of the informal stage. The grievance shall be filed with the Superintendent of Human Resources who shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.
- Step Two**  
if no settlement is reached at Step One, District 26, OSSTF may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Board's Grievance Committee. The Board's Grievance Committee shall respond to District 26 OSSTF, in writing, within ten (10) days. if the reply of the Board's Grievance Committee is unacceptable to District 26, OSSTF, it may within ten (10) days of receiving the written reply of the Board, apply for arbitration.
- 17.08 Timelines may be extended or waived by mutual agreement in writing.
- 17.09 if the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.
- 17.10 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within the timelines specified shall move the grievance to the next step.

- 17.11 If the grievance procedure time-line extends past the last school day of the year, then the time-line will be suspended until the fifth (5th) school day in the following year.

## **Article 18- ARBITRATION PROCEDURE**

- 18.01 Following notification of the intention to process the grievance to arbitration, the parties to the Collective agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.
- 18.02 Within a further (10) days, the nominees shall either select a mutually agreed-upon chairperson, or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.
- 18.03 The sole arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
- 18.04 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by his/her or its decision, add to, delete from, modify or otherwise amend the provisions of this collective agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.
- 18.05 The costs of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 18.06 Should the investigation or processing of a grievance require that a teacher(s), grievor(s) and/or grievance officer of the Bargaining Unit be released **from** his/her duties, such release shall be granted with pay.
- 18.07 if required, occasional teacher(s) shall be employed to cover the absence of any teacher attending the arbitration hearing. In the event that the grievance is not upheld, the Bargaining Unit shall reimburse the Board for the cost of the occasional teacher(s) required.
- 18.08 Documents, communications and records dealing with a grievance shall not become part of the personnel file of **the** grievor if the grievance is upheld in arbitration, or if the Board rescinds the action that led to the grievance.

## **ARTICLE 19- TEACHER RESIGNATIONS**

- 19.01 Effective February 4, 1999, a teacher may resign from employment at any time on mutual consent or on notice in writing to the Director or designate delivered at least sixty (60) days in advance of the last day of a semester, term or school year.

## **ARTICLE 20- EVALUATIONS**

- 20.01 Only supervisory officers, principals and vice-principals, who are members of the College of Teachers, shall evaluate a teacher's competence. No member of the Bargaining Unit shall be required or requested to evaluate a teacher's competence.

20.02 The Board shall have a policy on, and procedures for, evaluation. Any such policy or procedure shall be developed in consultation with the Bargaining Unit. Teachers shall only be evaluated in accordance with these policies/procedures. Such policies/procedures shall include the following:

- (a) all evaluations shall be in writing signed by the evaluator(s) with a copy to the teacher;
- (b) the teacher may request to be observed in other situations within the teacher's assignment;
- (c) a meeting may be held to review and discuss the evaluation, prior to the final evaluation report;
- (d) the final evaluation report shall be given to the teacher within thirty (30) days of the last visitation date;
- (e) the teacher shall be given 48 hours to review, sign, and make written comments regarding the report.

## **ARTICLE 21- PERSONNEL FILES**

21.01 The personnel file pertaining to a teacher shall be maintained in the Human Resources Department of the Board. The file shall be available and open to the teacher for inspection in the presence of a Board officer by appointment during the regular working hours of the department.

21.02 A teacher shall be entitled, upon request, to copies without cost; of any materials contained in the teacher's personnel file.

21.03 Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf, the Board shall provide such access by appointment, as well as copies of materials contained therein.

## **Article 22- DOCUMENTS RESPECTING PERFORMANCE OR CONDUCT**

22.01 Copies of any documents respecting the performance or conduct of a teacher shall be given to the teacher.

22.02 The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

22.03 If a teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the teacher in writing, of its decision including reasons for that decision.

22.04 Where the Board amends such information per the above, the Board shall at the request of the, teacher attempt to notify all persons who received a report based on inaccurate information.

## **ARTICLE 23- POSITIONS OF ADDED RESPONSIBILITY**

- 23.01 The current structure in place in the secondary schools shall continue for the 1998-99 school year. A joint committee equally representative of the Board and the Union shall review and make recommendations on a school leadership structure to be implemented September 1, 1999.
- 23.02 Monetary allowances associated with such positions shall not exceed four hundred thousand dollars (\$400,000) per annum.
- 23.03 The Committee shall report to its constituency by April 1, 1999 and any recommendations shall be subject to ratification by the parties.

## **ARTICLE 24- MEDICAL, PHYSICAL PROCEDURES**

- 24.01 Except for programs of general application throughout the system, a teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, **catheterization**, lifting a pupil, physiotherapy, feeding handicapped students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedure. The administration of these procedures shall be by health service and/or other qualified personnel.

It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases.

## **ARTICLE 25- PRINCIPALS AND VICE-PRINCIPALS**

- 25.01 A Principal or Vice-Principal who returns to the bargaining unit within a period not to exceed one (1) year from the time of assuming the position of principal or vice-principal shall be entitled to seniority held at the time of leaving the bargaining unit. Such a principal or vice-principal may be assigned to a position in the bargaining unit if there is a vacancy at the time of his/her return.
- 25.02 A teacher may substitute for an absent principal or vice-principal on a temporary basis not to exceed forty (40) school days in a school year. In such instances, the teacher shall be paid an additional allowance of forty dollars (\$40) per diem beyond his/her regular salary and allowances.

## **ARTICLE 26- CONTINUING EDUCATION (Credit Courses Only)**

- 26.01 This article contains all matters agreed to by the parties pertaining to Continuing Education, Adult Education and Summer School Teachers.
- 26.02 Adult Education, Continuing Education and Summer School teachers are hired term specific. The Board and the Teacher mutually agree to the termination of the employment at the end of the specific term.
- 26.03 The Board will make every effort to use teachers on the Recall List for Night School, Summer School or Continuing Education teachers provided they possess the qualifications or teaching experience for the subject(s) concerned

- 26.04 All credit courses shall be delivered by a qualified teacher who shall be a member of the Bargaining Unit.
- 26.05 The Board agrees to deduct such dues, fees, and levies as stipulated under the Constitution and Bylaws of the Bargaining Unit.
- 26.06 The Rates of Pay, including vacation pay and statutory holiday pay to which Continuing Education teachers are entitled are: Effective September 1st, 1999.
- |  |                    |
|--|--------------------|
| Summer School/Night School/Adult Education                 | \$29.22 per hour   |
| Correspondence Markers (if teacher certification required) | \$10.20 per lesson |

## **ARTICLE 27- ALTERNATIVE EDUCATION**

- 27.01 Alternative Education includes credit programs for students under the age of twenty-one (21) years of age delivered by a certified teacher who is a member of the College of Teachers and the Bargaining Unit.
- 27.02 Teachers in alternative education programs shall be paid as a regular teacher on Grid.
- 27.03 Alternative School Staffing

The staffing of alternative schools shall be based on the formulas of  
 1 teacher : 22 FTE Students ( for those students under the age of 21 years )

## **ARTICLE 28- PRINTING & DISTRIBUTION OF AGREEMENT**

- 28.01 Forty-eight hours before ratification vote by the Teachers, the Board shall provide enough copies of the tentative settlement, paid for by the Board, for each of the members of OSSTF District 26.

## **ARTICLE 29- EMPLOYMENT PROCESSES AND PROCEDURES**

- 29.01 Each newly hired teacher shall be provided with a copy of this collective agreement and a benefits information package.
- 29.02 Each teacher shall be assigned a secondary school or other Board location at the time an offer of employment is made.
- 29.03 The Board shall make available to the President of the Bargaining Unit or designate, for review, the salary terms, acceptance of position forms, and any other information relating to conditions of employment of members of the Bargaining Unit.
- 29.04 An applicant newly hired for a teaching position shall have a commencement date of hire established as the first day worked in a secondary school or other board location.
- 29.05 Postings  
 When a teaching position within the scope of this agreement is declared available by the Board, a notice of vacancy describing the position and its required qualifications shall be posted in each secondary school for a period of at least five (5) working days, with a copy to the President of the Bargaining Unit. Internal postings shall not be required during the summer break period. The Board shall advertise vacancies in the Ottawa Citizen.

29.06 New Positions

Should the Board create a new position which requires teacher qualifications, and is included within the Bargaining Unit and provides an additional monetary allowance beyond grid placement, it shall negotiate such an allowance with the Bargaining Unit. Pending agreement in such negotiations, the Board may make an appointment to the position with the allowance, when determined, retroactive to the date of employment.

## **ARTICLE 30- RATIFICATION**

Each of the respective negotiating committees will recommend ratification of this settlement by their principals.



# SCHEDULE A

## CERTIFICATION APPEAL BOARD

### CAB Constitution

#### CAB Article 1 - Name

- 1.1 The name of this organization shall be the "Certification Appeal Board of the Ontario Secondary School Teachers' Federation". (A.96)

#### CAB Article 2 - Objects

- 2.1 The objects of the Board shall be:
- 2.1.1 to provide OSSTF members with a forum for appealing decisions of the Certification Department;
- 2.1.2 to render decisions that are consistent with the philosophy and Regulations of the Certification Plan. (A.96)

#### CAB Article 3 - Membership

- 3.1 The Board shall consist of five members appointed by the Provincial Executive for five-year terms, so appointed that each year one regular vacancy shall occur.
- 3.2 One additional non-voting member shall be appointed from the Secretariat by the General Secretary. (A.96)

#### CAB Article 4 - Duties

- 4.1 It shall be the duty of the Certification Appeal Board:
- 4.1.1 to hear appeals of OSSTF members against rulings of the Certification Department;
- 4.1.2 to interpret Certification Regulations;
- 4.1.3 to make decisions in individual cases based on the merits of the overall documentation;
- 4.1.4 to appoint representatives of the Certification Appeal Board to meet annually with representatives of the Certification Council to review the nature of appeals and the certification process;
- 4.1.5 to establish Certification Appeal Board Regulations subject to the approval of the Provincial Executive. (A.96)

#### CAB Article 5 - Appeal Application and Notice of Hearing

- 5.1 An OSSTF member who decides to appeal a decision of the Certification Department may apply to the Certification Appeal Board for a hearing provided that:
- 5.1.1.1 the grounds and documentation presented for a hearing by the Certification Appeal Board are the same as those originally submitted to the Certification Department and
- 5.1.1.2 any new information has been reviewed by the Certification Department in advance.
- 5.2 An application for a hearing shall be made in writing to the Chairperson of the Certification Appeal Board not later than thirty teaching days after receiving the decision of the Certification Department and shall state the grounds for the appeal and the relief being sought from the Certification Appeal Board.
- 5.3 The Provincial Office shall forward to the appellant ten days prior to the date set for the hearing:
- 5.3.1 notice of the date set for the hearing;
- 5.3.2 a statement of the Certification Appeal Board's understanding of the basis of the application for a hearing;
- 5.3.3 a copy of all documentation on file that pertains to the appeal; and
- 5.3.4 a copy of the Conduct of Appeal Hearings.

- 5.4 The appellant shall be requested to indicate if there is an agreement with the basis of the appeal and documentation.
- 5.5 The appellant shall be advised that an OSSTF member may be selected as an advisor to assist with the presentation.
- 5.5.1 Upon written request, the General Secretary shall assign a Secretariat member as advisor.
- 5.6 An OSSTF member who wishes to appeal the decision of the Certification Appeal Board may appeal to the Appeal Committee of Provincial Council in accordance with Bylaw 9, Appeal Procedures.
- 5.7 The Certification Appeal Board may deny the member a hearing on the basis that the Appeal Committee of Provincial Council has already ruled on the same issue.
- 5.7.1 Such a denial may be appealed to the Appeal Committee of Provincial Council.
- 5.8 Hearings shall be conducted in accordance with Conduct of Appeal Hearing Regulations." (A.96)

## CERTIFICATION REGULATIONS

[Determined under CERT Article 5]

### CERT Reg. 1

- 1.1 Certification Plan
- 1.1.1 The Plan is the Regulations and prefatory material governing the administration of teacher certification, as published in the Handbook of the Ontario Secondary School Teachers' Federation and based on Ontario qualifications. For a ruling on all qualifications, the relevant documents must be submitted to the Certification Department for evaluation. Teachers who have studied outside the Province of Ontario shall have their qualifications evaluated relative to the years of scholarship and standards required of teachers trained in the Ontario system.
- 1.1.2 The Certification Department, upon application by a Member, shall issue the following Certification Rating Statements as appropriate:
- 1.1.2.1 Letter of Evaluation
- A Letter of Evaluation may be issued
- (1) to a Member who has obtained an Interim Certificate of Qualification or a Certificate of Qualification (limited, restricted) from the Ontario College of Teachers valid in Secondary Schools or to a student at a College or Faculty of Education who is the holder of a signed contract to teach in an Ontario public secondary school; or (A. 98)
- (2) to an Active Non-Statutory Member who has obtained a Letter of Eligibility issued by the Ontario College of Teachers valid in Secondary Schools. (A.98)
- 1.1.2.2 Provisional Rating Statement
- A Provisional Rating Statement may be issued for a specified period of time where a Member has completed all the necessary qualifications for a particular group but has not received the final documentation.
- 1.1.2.3 Certification Rating Statement
- A Certification Rating Statement may be issued only to a Member who holds an Ontario Teachers' Certificate or a Certificate of Qualification (restricted) valid in the secondary

- schools of Ontario and who is an Active or Voluntary Member of the Ontario Secondary School Teachers' Federation. (A.98)
- 1.1.2.4 **Certification Rating Statement with Stamp(s)**  
Any course which has been taken towards an extra diploma and/or degree and which has been used by the Certification Department in establishing a Member's grouping shall be noted on the Certification Rating Statement by one of the following stamps:
- (1) Stamp A "This grouping includes recognition of work done towards an extra degree."
  - (2) Stamp B "This grouping includes recognition of work done towards extra degrees."
  - (3) Stamp C "This grouping includes recognition of work done towards an acceptable post-secondary diploma."
  - (4) Stamp D "This grouping includes recognition of work done towards a post-graduate diploma from an accredited institution."
- 1.1.2.5 **Certification Rating Statement with Seal**
- (a) The Certification Department may affix a seal to any Certification Rating Statement indicating that one or more acceptable post-graduate degrees (or acceptable post-graduate diplomas) are in excess of the requirements for the grouping in which a Member has been placed. An appropriate seal is affixed provided the following conditions are met:
- (1) no course involved in the degree has been used in establishing the Member's grouping, and,
  - (2) the acceptable post-graduate degree (or acceptable post-graduate diploma) is at least comparable to the normal requirements for a Master's degree in Ontario.
- (b) This fact will be noted on the Certification Rating Statement by one of the following seals:
- (1) Seal 1 "Holds in addition a graduate degree from an accredited university."
  - (2) Seal 2 "Holds in addition a second graduate degree from an accredited university."
  - (3) Seal 3 "Holds in addition a post-graduate diploma from an accredited institution."

**CERT Reg. 2**

- 2.1 For the purposes of Certification (A.84)
- 2.1.1 **Acceptable**
- 2.1.1.1 "Acceptable" throughout the Certification Plan refers to courses, degrees, diplomas and certificates which have been evaluated by the Certification Division of the OSSTF and which meet current OSSTF standards.
- 2.1.2 **Alternate**
- 2.1.2.1 "Alternate" throughout the Certification Plan refers to courses, degrees, diplomas and certificates which have been evaluated by the Certification Division of the OSSTF and which have been found to meet the intent of the Certification Plan.
- 2.1.3 **Equivalent**
- 2.1.3.1 "Equivalent" is the recognition of courses, programs, certificates, diplomas and degrees which are considered by the Certification Division to be of the same value in terms of course time spent, credit value granted and standard achieved.
- 2.1.4 **Degrees and Diplomas**
- 2.1.4.1 "Acceptable undergraduate three year university degree" means an undergraduate degree granted by an accredited university upon the successful completion of an approved three year (minimum 45 credits) university degree program provided that this degree does not contain any teacher training. All degrees

- will be evaluated by the Certification Division of the OSSTF based upon qualifications of accredited universities in Canada or the United States.
- 2.1.4.3 "Acceptable undergraduate four year university degree" means an undergraduate degree granted by an accredited university upon successful completion of an approved four year (minimum 60 credits) university degree program provided that this degree does not contain any teacher training. All degrees will be evaluated by the Certification Division of the OSSTF based upon qualifications of accredited universities in Canada or the United States.
- 2.1.4.3 "Acceptable Master's degree" is a post-graduate degree from an accredited university normally requiring a minimum of one year's work beyond the undergraduate level. It is deemed to be equivalent to seven and one-half undergraduate courses.
- 2.1.4.4 "Acceptable Doctoral degree" is a post-graduate degree from an accredited university and it is deemed to be equivalent to ten undergraduate courses.
- 2.1.4.5 "Acceptable post-graduate diploma" is a certificate issued by an accredited college or university recognizing satisfactory completion of a program of studies at least comparable to the normal requirements for a Master's Degree in Ontario.
- 2.1.5 **Accredited University**
- 2.1.5.1 "Accredited university" means an educational institution recognized
- (a) in Canada as an ordinary member of the Association of Universities and Colleges of Canada as listed in "Universities and Colleges of Canada", published by the Association of Universities and Colleges of Canada, as revised from time to time.
  - (b) in the United Kingdom by the Association of Commonwealth Universities Yearbook", as revised from time to time.
  - (c) in the United States by one of the following regional accrediting agencies: Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Northwest Association of Schools and Colleges, Southern Association of Colleges and Schools, Western Association of Schools and Colleges, as revised from time to time.
  - (d) in a country other than Canada, the United Kingdom and the United States and which is listed as a member institution in "International Handbook of Universities" published by the International Association of Universities, or in "Commonwealth Universities Yearbook", published by the Association of Commonwealth Universities, both as revised from time to time, or is considered equivalent by the Certification Division to a university referred to in CERT Reg. 2.1.5.1(a) (A.91)
- 2.1.4 **Advanced Academic Accreditation**
- 2.1.6.1 "Advanced Academic Accreditation" is the recognition that a teacher has successfully completed a minimum of sixty university credits with an acceptable undergraduate university degree. Included in these sixty credits must be forty-five credits (second class average). Concentration of fifteen credits (second class average) in a single specified academic subject area or twenty-four credits (second class average) in two specified academic subject areas, twelve credits in each area, shall be included in the forty-five credits. A teacher who has graduated from a three year general degree (minimum 45

- credits) requires five full university courses beyond such a degree. (A.90)
- 2.1.7 Transcript
- 2.1.7.1 "Transcript" is an official document containing a complete record of studies undertaken at a post-secondary institution bearing an official signature and the seal of the institution. It must be issued by the registrar's office of the institution.
- 2.1.8 University Course
- 2.1.8.1 "University Course" is a course recognized for credit towards the granting of an approved degree. It is a full course when it extends over a period of two semesters or its equivalent in concentration (as in summer school) and is recognized as a 'full course' by the university concerned. A university course is a 'half course' when it extends over a period of one semester or its equivalent in concentration (as in summer school) and is recognized as a 'half course' by the university concerned. (A.92)
- 2.1.9 University Credit
- 2.1.9.1 "University credit" for OSSTF Certification purposes means a unit of study such that sixty such units of study are required to complete a four year university program leading to an acceptable four year undergraduate university degree. (A.88)
- 2.1.10 Reasonable Progress
- 2.1.10.1 "Reasonable progress" means the completion of one full course within a eighteen month period. (A.97)
- 2.1.11; Second Class Average
- 2.1.11.1 "Second class average" means an average of the credits involved that meets a B or higher standing as defined by the official grading system of the institution at which courses were taken.
- 2.1.12 Second Class Standing
- 2.1.12.1 "Second class standing" in an acceptable four year undergraduate university degree shall be based on forty-five credits having second class average including all the courses comprising the major within the degree.
- 2.1.12.2 "Second class standing" in an acceptable three year Technologist Diploma shall be based on seventy-five percent of the courses required for the diploma having second class average including all the courses comprising the major within the diploma.
- 2.1.13 Date of Entry into the Profession
- 2.1.13.1 "Date of Entry into the Profession" for certification purposes refers to the date when the Member became and remained a member of the Ontario Teachers' Federation. For the purpose of this part, a Member under contract but on a Leave of Absence approved by a Board of Education in Ontario shall be deemed to be a continuing Member of the OSSTF for certification purposes. (A.88)
- 2.1.14 Specified Subject Area
- 2.1.14.1 "Specified subject area" refers to a subject in which an Honour Specialist qualification is indicated on a Certificate of Qualification by the Ontario College of Teachers. (See O.Reg.297, Schedule E) (A. 98)
- 2.1.15 Technological Qualifications
- 2.1.15.1 See O. Reg.297 S.1
- 2.1.16 Professional Appellation
- 2.1.16.1 "Professional appellation" refers to designations awarded by certain professional associations. The following appellations have been accepted for use in the charts:
- (a) A.C.I.S.(Associate of the Chartered Institute of Secretaries)
  - (b) C.A.(Chartered Accountant)
  - (c) C.G.A.(Certified General Accountant)
  - (d) C.P.A.(Certified Public Accountant)
  - (e) R.C.A.(Associate of the Royal Canadian Academy of Arts)
  - (f) R.I.A.(Registered Industrial Accountant)
  - (g) P. Eng.(Professional Engineer).
- CERT Reg. 3**
- 3.1 It shall be fundamental to the application of the Certification Plan that no qualification may receive duplicate recognition.
- CERT Reg. 4**
- 4.1 University courses in Education may be recognized as "university courses" for placement beyond Group 1 provided such courses neither duplicate nor parallel work done towards either professional qualifications or previous group placement. (A.92)
- CERT Reg. 5**
- 5.1 It is the RESPONSIBILITY OF THE INDIVIDUAL MEMBER to apply in writing for an initial Certification Rating Statement and for an updated Certification Rating Statement after the Member has obtained additional qualifications. (A.88)
- CERT Reg. 6**
- 6.1 To obtain a Certification Rating Statement the Member must apply in writing to the Certification Department of the OSSTF and must submit (A.88)
- 6.1.1 originals of all university transcripts submitted directly from the university. (A.88)
  - 6.1.2 Ontario Teacher's Certificate. (A.88)
  - 6.1.3 Ontario Teacher's Qualification Record Card. (A.88)
  - 6.1.4 official proof that any required additional courses have been successfully completed. (A.88) and
  - 6.1.5 a copy of contract and/or acceptance of position form where applicable. (A.88)
- 6.2 Incomplete applications or unsubstantiated documentation shall not be evaluated by the Certification Department.
- CERT Reg. 7**
- 7.1 The Certification Division shall evaluate the qualifications of only those Members who are teaching under an Ontario Teacher's Certificate or a Letter of Eligibility or a Certificate of Qualification (limited, restricted) issued by the Ontario College of Teachers. (A.98)
- CERT Reg. 8**
- 8.1 Any Member holding a Certification Rating Statement in any group shall not lose this grouping by virtue of any revisions in the Certification Plan. (A.88)
- 8.2 When a Regulation has changed, the Member may continue to advance according to the Regulation in place when that Member began to upgrade only for so long as that Member continues to make "reasonable progress". Should a Member fail to make "reasonable progress", that Member shall be required to upgrade according to the Regulation presently in place. (A.88)
- 8.3 Course approvals granted by the Certification Division shall be in force for a period of eighteen months from the date of issue of the course approval. (A.97)

**CERT Reg. 9**

- 9.1 Deficiencies in the requirements for Group 1 must be removed before a Member can proceed towards placement in a higher group.
- 9.2 Before proceeding to a higher group a Member will not be required to pick up additional qualifications for the grouping already held if the requirements have changed since acquiring that grouping.

**CERT Reg. 10**

- 10.1 The Certification Division shall give an official ruling on the acceptability of any course to be used for upgrading. The acceptability of any specific course shall be determined provided full particulars have been submitted in writing well in advance of the commencement date of the course. The Certification Division will not guarantee that a course taken by a Member may be used by the Member for upgrading unless that Member has received written approval prior to the taking of that course. (A.88)

**CERT Reg. 11**

- 11.1 Where there has not been an acceptable number of years of wage earning experience required for the technological qualification entry on the Ontario Teacher's Qualifications Record Card, a Member may not proceed to Group 2 or beyond until the deficiency has been removed by trade related experience, acceptable university courses, or acceptable alternate courses.

**CERT Reg. 12**

- 12.1 Where there has not been an acceptable number of courses within a degree required for the Ontario Teacher's Certificate, a Member may not proceed to Group 2 or beyond until the deficiency has been removed by acceptable university courses.

**CERT Reg. 13**

[Note: Cert Reg. 13 was deleted by the Provincial Assembly, March, 1990 - Editor 1993]

**CERT Reg. 14**

[Note: CERT Reg. 14 was deleted by the Provincial Assembly, March, 1990 - Editor 1990]

**CERT Reg. 15 (A.87)**

- 15.1 Any Active Non-Statutory Member teaching under a Letter of Eligibility issued by the Ontario College of Teachers shall be re-evaluated by the Certification Division upon the granting of an Ontario Teacher's Certificate. (A. 98)
- 15.2 A Letter of Evaluation granted to an Active Non-Statutory Member, who is teaching under the authority of a valid Ontario College of Teachers Letter of Eligibility, shall remain in effect for as long as the Letter of Eligibility remains in effect, or until such time as the Member is granted an Ontario Teacher's Certificate, whichever is sooner. (A. 98)
- 15.3 An evaluation of the qualifications of an Active Non-Statutory Member given to that Member in a Letter of Evaluation shall not be considered relevant to the evaluation of that Member's qualifications made after that Member has been granted an Ontario Teacher's Certificate.

**THE THREE PROGRAMS****CERT Reg. 16 HONOUR SPECIALIST PROGRAM Chart 1**

- 16.1 All Members in possession of a university degree acceptable to the OSSTF and having, or working towards, the Honour Specialist entry on their Ontario Teacher's Qualifications Record Card will use the following chart:
- 16.1.1 **GROUP 1**
- 16.1.1.1 Ontario Teacher's Certificate with an acceptable undergraduate university degree.
- 16.1.2 **GROUP 2**
- 16.1.2.1 Ontario Teacher's Certificate with an acceptable four year undergraduate university degree. (A.88), or
- 16.1.2.2 Ontario Teacher's Certificate with an acceptable undergraduate university degree including fifteen university credits (second class average) in a single specified subject area\* or twenty-four university credits (second class average) in two specified subject areas\* (twelve credits in each).
- 16.1.3 **GROUP 3**
- 16.1.3.1 Ontario Teacher's Certificate with an acceptable four year undergraduate university degree (second class standing), or
- 16.1.3.2 Ontario Teacher's Certificate with an acceptable undergraduate university degree plus an entry on the Ontario Teacher's Qualifications Record Card for an Honour Specialist, or
- 16.1.3.3 Ontario Teacher's Certificate with an acceptable undergraduate university degree with the Advanced Academic Accreditation with twenty-seven credits (second class average) in a single specified subject area\* or forty-two credits (second class average) in two specified subject areas\* with no fewer than eighteen credits in each area.
- 16.1.4 **GROUP 4**
- 16.1.4.1 Ontario Teacher's Certificate with an acceptable four year undergraduate university degree (second class standing) plus an entry on the Ontario Teacher's Qualifications Record Card for an Honour Specialist, or
- 16.1.4.2 Ontario Teacher's Certificate with an acceptable undergraduate university degree with the Advanced Academic Accreditation plus an entry on the Ontario Teacher's Qualifications Record Card for an Honour Specialist.
- 16.1.5 \*See Certification Regulation 2.1.14.

**CERT Reg. 17 THREE SESSION SPECIALIST PROGRAM Chart 2**

- 17.1 All Members in possession of, or working towards, the Specialist entry on their Ontario Teacher's Qualifications Record Card through the Three Session Specialist Program will use the following chart and accompanying notes:
- 17.1.1 **GROUP 1**
- 17.1.1.1 Ontario Teacher's Certificate
- 17.1.2 **GROUP 2**
- 17.1.2.1 At least three university courses in the discipline of the Three Session Specialist qualification must be included for Group 2.
- (a) Ontario Teacher's Certificate with an acceptable undergraduate university degree plus an entry on the Ontario Teacher's Qualifications Record Card for Part II of a Three Session Program leading to Specialist qualification, or
- (b) Ontario Teacher's Certificate with technological qualification entry on the Ontario Teacher's Qualifications Record Card, plus an entry for Part II of a Three Session Program leading to Specialist qualification plus three university courses.

## 17.1.3 GROUP 3

17.1.3.1 At least five university courses in the discipline of the Three Session Specialist qualification must be included for Group 3. Where two Three Session Specialist qualifications are used, either five university courses in the discipline of one Specialist or a total of five university courses in the combined disciplines with a minimum of two in each discipline are required. (A.91)

- (a) Ontario Teacher's Certificate with acceptable undergraduate university degree plus Three Session Specialist entry on the Ontario Teacher's Qualifications Record Card plus one of the following:
- (1) two university courses (second class average),
  - (2) a second Three Session Specialist entry on the Ontario Teacher's Qualifications Record Card.
- (b) Ontario Teacher's Certificate with technological qualification entry on the Ontario Teacher's Qualifications Record Card plus three university courses, plus Three Session Specialist entry on the Ontario Teacher's Qualifications Record Card plus one of the following:
- (1) four university courses (A.88),
  - (2) a second Three Session Specialist entry on the Ontario Teacher's Qualifications Record Card, or
- (c) Ontario Teacher's Certificate with an acceptable four year undergraduate university degree plus Three Session Specialist entry on the Ontario Teacher's Qualifications Record Card, or (A.88)
- (d) Ontario Teacher's Certificate with an acceptable undergraduate university degree plus an entry on the Ontario Teacher's Qualifications Record Card for Part II of a Three Session Program leading to Specialist qualification plus an acceptable post-graduate degree at the Master's level.

## 17.1.4 GROUP 4

17.1.4.1 At least seven university courses in the discipline of the Three Session Specialist qualification must be included for Group 4. Where more than one Three Session Specialist qualification is used, either seven university courses in the discipline of one Specialist or a total of seven university courses in the combined disciplines with a minimum of two in each discipline are required. (A.91)

- (a) Group 3(a) or 3(c) with the Advanced Academic Accreditation, or
- (b) Group 3(b) plus five university courses (A.88), or
- (c) Ontario Teacher's Certificate with an acceptable four year undergraduate university degree (second class standing) plus Three Session Specialist entry on the Ontario Teacher's Qualifications Record Card, or
- (d) Group 3(a)(1) plus one of the following:
- (1) a second and third Three Session Specialist entry on the Ontario Teacher's Qualifications Record Card,
  - (2) an acceptable post-graduate degree at the Master's level, or
- (e) Group 3(a)(2) plus one of the following:
- (1) a third Three Session Specialist entry on the Ontario Teacher's Qualifications Record Card plus two university courses (second class average),
  - (2) an acceptable post-graduate degree at the Master's level, or
- (f) The Ontario Teacher's Certificate with an acceptable undergraduate university degree plus a Three Session Specialist entry on the Ontario Teacher's Qualifications

Record Card and an acceptable post-graduate degree at the Master's level plus one of the following:

- (1) a Three Session Specialist entry in an additional area on the Ontario Teacher's Qualifications Record Card plus two university courses (second class average),
- (2) a second and third Three Session Specialist entry in an additional area on the Ontario Teacher's Qualifications Record Card. (A.90)

## 17.2 NOTES FOR CHART 2

17.2.1 For Chart 2 Three Session Specialist Program note

- 17.2.1.1 (a) There may be acceptable alternate courses which may meet the course requirements for Chart 2. For a course to be acceptable, it must meet the following conditions:
- (1) The course must have been accepted by the Certification Council after submission of the course criteria.
  - (2) The course must be deemed to be beyond the Secondary School Honour Graduation Diploma level. [Note: CERT Reg. 17.2.1.1(a)(2) was deleted effective September 1, 1990 - Editor 1991]
  - (3) The grade obtained must be of at least second class standing.
  - (4) The course must have a minimum of ninety hours duration for full credit or forty-five hours duration for half credit.
  - (5) A formalized evaluation of the participant's achievement must be part of each course.
  - (6) The credit value of a course must be indicated by a certificate, diploma, or transcript from the institution offering the course.
  - (7) The course must be offered by a recognized educational institution and must form part of an accepted program of studies leading to a post-secondary diploma or certificate.
  - (8) The course should contribute to the teacher's professional improvement within the parameters of the secondary school curriculum.
- (b) Enquiries regarding the acceptability of alternate courses must be made in writing to the Certification Division of OSSTF.

17.2.1.2 It shall be the responsibility of Certification Council to provide lists of acceptable in-the-discipline course areas for use with Chart 2. These will be published from time to time in a manner accessible to the membership. (A.97)

## CERT Reg. 18 HONOUR TECHNOLOGICAL STUDIES SPECIALIST PROGRAM Chart 3

18.1 All Members in possession of, or working towards, the Honour Technological Studies Specialist entry on their Ontario Teacher's Qualifications Record Card will use the following chart (A.92)

## 18.1.1 GROUP 1 (A.92)

18.1.1.1 Ontario Teacher's Certificate with a technological qualification entry on the Ontario Teacher's Qualifications Record Card. (A.92)

## 18.1.2 GROUP 2 (A.92)

18.1.2.1 (a) Ontario Teacher's Certificate with a technological qualification entry on the Ontario Teacher's Qualifications Record Card plus three acceptable courses\*, or (A.92)

- 18.1.2.2 (b) Ontario Teacher's Certificate with a technological qualification entry on the Ontario Teacher's Qualifications Record Card with one of the following: (A.92)
- (i) an acceptable three-year Technologist Diploma from an accredited Institute of Technology or College of Applied Arts and Technology (C.A.A.T.) (A.92)
  - (ii) an acceptable Art or Music Diploma (A.92)
- 18.1.3 GROUP 3 (A.92)
- 18.1.3.1 (a) Group 2 (a) plus three acceptable courses\*, or (A.92)
- 18.1.3.2 (b) Group 2 (b) plus two acceptable courses\*, or (A.92)
- 18.1.3.3 (c) Group 2 (b) plus the Honour Technological Studies Specialist entry on the Ontario Teacher's Qualifications Record Card (O.T.Q.R.C.), or (A.92)
- 18.1.3.4 (d) Ontario Teacher's Certificate with a technological qualification entry on the Ontario Teacher's Qualifications Record Card with one of the following: (A.92)
- i) an acceptable three-year Technologist Diploma (second class standing) from an accredited Institute of Technology or College of Applied Arts and Technology (C.A.A.T.) (A.92)
  - ii) an acceptable Art or Music Diploma (second class standing) (A.92)
  - iii) an acceptable Professional Appellation (A.92)
- 18.1.4 GROUP 4 (A.92)
- 18.1.4.1 Honour Technological Studies Specialist entry on the Ontario Teacher's Qualifications Record Card plus one of the following: (A.92)
- i) Group 3 (a) (A.92)
  - ii) Group 3 (b) (A.92)
  - iii) Group 3 (c) plus two acceptable courses\* (A.92)
  - iv) Group 3 (d) (A.92)
- 18.2 \*REQUIREMENTS FOR COURSES FOR CHART 3 (A.92)
- 18.2.1 The course must meet the following conditions: (A.92)
- 18.2.1.1 The course must have been accepted by the Certification Division after submission of the course criteria (A.92)
- 18.2.1.2 The course must have a minimum of seventy-five hours duration for full credit or forty hours duration for half credit (A.92)
- 18.2.1.3 A formalized evaluation of the participants must be part of each course (A.92)
- 18.2.1.4 The credit value of a course must be indicated by diploma and/or transcript from the institution offering the course (A.92)
- 18.2.1.5 The course must be offered by a recognized educational institution and must form part of an accepted program of studies leading to a post-secondary diploma (A.92)
- 18.2.1.6 The course should contribute to the teacher's professional improvement within the parameters of the secondary school curriculum (A.92)
- 18.3 NOTES FOR CHART 3 (A.92)
- 18.3.1 For Chart 3 Honour Technological Studies Specialist Program note: (A.92)
- 18.3.1.1 Acceptable Professional Appellations applicable to this chart are R.C.A. (Associate of the Royal Canadian Academy of Arts) and P. Eng. (Professional Engineer). (A.92)
- 18.3.1.2 Additional Basic Qualifications may be considered as courses for Groups 2, 3 or 4, but any used for admission to the Honour Technological Studies Specialist must be replaced with equivalent courses before using the Specialist for Group 4. (A.92)
- 18.3.1.3 Courses leading to Ministry of Education qualifications may be considered for upgrading provided they are completed at a

Faculty of Education in Ontario and an official examination report or transcript is submitted. (A.92)

18.3.1.4 Ontario Academic Course credits may be considered by the Certification Division as courses for Groups 2 and 3. These O.A.C. credits must be in addition to the Ontario Secondary School Diploma. (A.92)

18.3.1.5 All diplomas will be evaluated on an individual basis for use on this chart. (A.92)

#### CERT Reg. 19 Transfer into the Certification Plan

19.1 Notwithstanding Certification Regulations 16, 17, and 18, teachers involuntarily transferred to the Ontario Secondary School Teachers' Federation will have their previous qualification evaluation rating statements moved laterally on to the OSSTF certification plan and will at this time be expected to progress through the charts currently in effect. (A.90)

Please be advised that upon implementation of legislation related to the Ontario College of Teachers, the terminology used in these Certification Regulations may vary. Regulation 134 under the Ontario College of Teachers Act provides updated terminology.

## SCHEDULE B

Pursuant to Article 10.09, the retirement gratuity provisions of the predecessor boards of this Board as they applied on August 31, 1998 are reproduced below.

### LANARK COUNTY

#### ARTICLE 13.00- RETIREMENT GRATUITY

13.01 A Teacher on the permanent or probationary staff as of August 31, 1978, and continuously thereafter, who ceases to be employed because of age or ill health and is not dismissed for cause, who satisfies the Board that he will receive an allowance from the Teachers' Superannuation Commission commencing within one (1) year following such retirement, shall receive as a retirement gratuity an amount calculated according to whichever of the following formulas may produce the greater results:

$$\frac{\text{Accumulated Sick Leave Credit (Maximum 260 days)}}{260} \times \frac{\text{Number of Years' Continuous Service (Maximum 20)}}{20} \times \frac{\text{Last Annual Salary Rate}}{2}$$

OR

$$\frac{\text{Number of Years' Continuous Service (Maximum 25)}}{100} \times \text{Last Annual Salary Rate}$$

13.02 a) A Teacher to whom Article 13.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for cause, who satisfies the Board that he/she will receive an allowance from the Teachers' Superannuation Commission commencing within one (1) year following such retirement, shall receive as a retirement gratuity an amount calculated according to the first formula in article 13.01, except that such retirement gratuity shall not exceed the sum of ten thousand dollars (\$10,000) or

13.02 b) A Teacher to whom 13.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for cause, who satisfies the Board that he/she will receive an allowance from the Teachers' Superannuation Commission commencing within one (1) year following such retirement, has the option of choosing between the retirement gratuity payment in accordance with the provisions of Article **13.02a**) or the following retirement gratuity payment. A teacher with ten (10) years continuous service with the Board, who elects the provisions of this Article, shall have placed in a mutually agreed fund, held in trust for the teacher, the sum of \$1,000 per annum for a period of six (6) years. The principal and interest which accrues to the trust for the teacher shall be payable to the teacher upon the teacher's retirement. The fund shall be administered by a joint committee composed of members of the Branch Affiliate and the Board, and such resource personnel as required.

13.03 Where a teacher who ceased to be employed under the provisions of the Board's Early Retirement Incentive Plan (No. **619.0**), and is eligible for a reduced allowance, elects to defer his pension until the termination of his participation in the Plan, any retirement gratuity payable under the provisions of Article 13.00 shall be payable notwithstanding the deferral of that allowance. The teacher shall obtain from the Teachers' Superannuation Commission, written confirmation of the deferral.

13.04 "Years of Continuous Service" shall be defined as consecutive years of employment by this Board or its predecessors, and shall include, without credit therefor, leave of absence or absence for maternity reasons for a period not exceeding one (1) year.

- 13.05 Special circumstances involving less than three (3) years of interruption of continuous service may be considered by the Board.
- 13.06 In the event of the death of an eligible Teacher prior to retirement, any gratuity, calculated as if the Teacher had retired on the date of his death, shall be paid to his estate.

## LEEDS AND GRENVILLE

### ARTICLE VIII

#### 8.02 RETIREMENT GRATUITY

- a) A teacher who applies for a pension and receives acknowledgement from the Teachers' Pension Plan Board that he/she is eligible to receive a pension retroactive to the date of retirement, or who retires on the advice of a qualified medical practitioner, will receive allowance for accumulated sick leave (as in 8.01) to a maximum of two hundred (200) days, credited to his/her account at a rate based on the formula:

$$\frac{\text{No. of Sick Leave Credits}}{200} \times 50\% \text{ of Salary at Retirement-}$$

All benefits shall be paid in full on retirement, or as otherwise agreed by the Board and the teacher. In the event of the death of any teacher, after retirement but before receiving the full amount of retirement gratuity owing, the amount outstanding shall be paid to the beneficiary named in the teacher's term insurance policy with the Board, or an alternative beneficiary named in writing by the teacher, or, both failing, to the estate of the deceased teacher.

- b) In the event of the death of an eligible teacher prior to retirement, any gratuity calculated as if the teacher had retired on the date of his/her death shall be paid to his/her beneficiary as named in the teacher's term insurance policy with the Board or an alternative beneficiary named in writing by the teacher and, in the event of no beneficiary being named, the estate of the deceased.

## PRESCOTT-RUSSELL

### ARTICLE XXXII

#### SICK LEAVE CREDIT GRATUITIES

- 32.01 Each teacher will be paid, upon termination of employment by reason of voluntary or involuntary retirement, a sum of money designated as Retirement Gratuity, for the unused sick leave days accumulated with this Board, if he/she complies with both of the following conditions:

- a) having ten (10) or more years of continual service with the Board on the date of retirement or death;
- b) be eligible to a pension from the Teachers' Pension Plan Board on the date of retirement or death.

If death puts an end to a teacher's service, the Retirement Gratuity is paid to his/her estate. The amount is established as described in Section 32.04.

- 32.02 Retirement Gratuity is computed as follows:

- a) The number of days to the credit of a teacher shall be determined as set forth in the Education Act 1988, Section 158 **Re:** sick leave credits.



- b) For the purpose of this agreement, Sick Leave accumulated in the service of another Board will not be considered.
- c) Upon termination of employment, a teacher with 20 years or more of service, shall receive a gratuity equal to one day's pay, as determined by his/her gross annual salary effective September 1 prior to his/her date of retirement, for each day of unused sick leave up to one half the total so accumulated with payment to a maximum of one half the days in the school year. For fewer years of service, the allowance will decrease as shown in Section 32.04.
- d) The said gratuity as here provided may be paid in June of the year in which the teacher terminates his/her employment provided notice of the teacher's intent has been given prior to January 1; otherwise, payment will be made in January of the following calendar year. The gratuity may be paid in five yearly payments, commencing at the date of termination of employment, if the Board receives authority for so doing from the teacher, such authority being revocable by the teacher or his/her designated representative at any time.

**32.03** When a teacher resigns and leaves the employment of the Board and the teaching profession and then is hired by the Board again, as a teacher, such employee is to be regarded as a new teacher for sick leave credit gratuities.

**32.04 Table of Sick Leave Credit Gratuities Payable**

20 consecutive years of service or more: Fifty percent (50%) of the accumulated sick leave days to his/her credit to a maximum of one half the days in the school year.

19 consecutive years of service or more: Forty-five percent (45%) of the accumulated sick leave days to his/her credit to a maximum of 90 days.

18 consecutive years of service or more: Forty percent (40%) of the accumulated sick leave days to his/her credit to a maximum of 80 days.

17 consecutive years of service or more: Thirty-five percent (35%) of the accumulated sick leave days to his/her credit to a maximum of 70 days.

16 consecutive years of service or more: Thirty percent (30%) of the accumulated sick leave days to his/her credit to a maximum of 60 days.

15 consecutive years of service or more: Twenty-five percent (25%) of the accumulated sick leave days to his/her credit to a maximum of 50 days.

10 consecutive years of service or more: Fifteen percent (15%) of the accumulated sick leave days to his/her credit to a maximum of 30 days.

**32.05** These regulations, as revised and set forth above, shall be deemed to be in effect and in force, on and after the first day of September, saving any rights which the teacher may have acquired prior to this date, under and by virtue of the Education Act 1988, Section 158 Sick Leave Credit.

**STORMONT DUNDAS AND GLENGARRY**  
**PART II- A SYSTEM OF SICK LEAVE CREDIT GRATUITIES**  
**PREAMBLE**

**8:01** Pursuant to Section 180 of The Education Act, a system of Sick Leave Credit Gratuities is hereby established as of January 1, 1976.

**8:02** The class of teacher under this System of Sick Leave Credit Gratuities shall be as set out in Section 1:02 herein.

8:03 A teacher, on January 1, 1976, shall be entitled to an initial credit to his/her sick leave credit gratuities of one hundred percent (100%) of the days showing to his/her credit under the System of Sick Leave Credit Gratuities in effect on December 31, 1975.

**RETIREMENT GRATUITY**

9:01 A teacher retiring from the teaching profession for the reason of health or age, or any reason approved by the Board after ten (10) or more years continuous service with the Stormont, Dundas and Glengarry County Board of Education, shall be entitled to a retirement gratuity to a maximum of two hundred (200) days calculated in accordance with the following table.

Length of Service in Years	Percentage of Sick Leave Credits
10	30 x 1/200 of annual salary at the time of retirement
11	32 " " "
12	34 " " "
13	36 " " "
14	38 " " "
15	40 " " "
16	42 " " "
17	44 " " "
18	46 " " "
19	48 " " "
20	50 " " "
OVER 20	50 x " "

9:02 For the purpose of Section 9:01 "Service" shall include

- (i) continuous service of the teaching staff of the elementary panel of the Board subsequent to January 1, 1969, provided the teacher shall have transferred directly from the elementary panel to the secondary panel without intervening service with another employer, and
- (ii) service with former school Boards, elementary or secondary, in the Stormont, Dundas and Glengarry school division, provided the teacher was on the teaching staff of one such Board on December 31, 1968, and provided no gratuity has been paid to the teacher by the former Board in respect of such service.

9:03 In any event, the retirement gratuity shall not exceed an amount equal to one-half (1/2) the annual salary of the teacher at the time of retirement.

9:04 For the purposes of Section 9:01 "Age" shall mean -

- (i) sixty-five (65) years of age not later than August 31, next following the date of retirement, or
- (ii) the age at which a teacher is in receipt of a pension from the Teachers' Superannuation Commission. (The return of contributions to the teacher or the application of the deferred pension provisions of Section 28 of The Teachers' Superannuation Act, shall not be considered "receipt of a pension").

.....whichever is earlier.

10:01 In the event of the death of a teacher, either before or after retirement, benefits, if any, arising from this plan shall be paid to the estate of the deceased teacher or the named beneficiary in a letter sent to the Board by the teacher or the named beneficiary in a letter sent to the Board by the teacher.

# SCHEDULE C

Pursuant to Article 5.11, the additional graduate degree allowance provisions of the predecessor boards of this board are reproduced below:

## LANARK COUNTY

### **ARTICLE 8.00- ACADEMIC ALLOWANCES**

8.01 In addition to salary or allowances as per Article 6.00 and 7.00 of this Agreement, a Teacher shall receive an academic allowance for a graduate degree or diploma, provided in all cases that these qualifications represent studies in excess of the requirements for category placement as per Article 3.00 of this agreement, and provided also in all cases that these studies are relevant to the employment of the Teacher.

8.02 A Master's degree as shown by an OSSTF Certification Rating Statement with Seal.

**Allowance** **\$936**

8.03 A Doctorate as shown by an OSSTF Certification Rating Statement with Seal and a letter from the OSSTF Certification Branch stating that the post-graduate degree is a doctorate.

**Allowance** **\$1,289**

8.04 In no case shall a Teacher receive more than one (1) allowance under this -Article 8.00.

## LEEDS AND GRENVILLE

6.08 (a) Each teacher, including Principals and Vice-Principals, who were receiving, as of February 1, 1995, an allowance for a Master's Degree or a Doctoral Degree which had not been used, in whole or in part, to determine the category placement of such teacher under Article 6.01 hereof shall continue to receive such allowance at the annual rate in effect as of February 1, 1995, so long as such teacher remains in the employ of the Board. For the purpose of reference, the Master's degree allowance as of February 1, 1995 was \$749.00 per annum and the Doctoral degree allowance as of February 1, 1995 was \$935.00 per annum.

(b) Each teacher who was employed in the secondary panel as of February 1, 1995, and who thereafter acquires a Master's Degree or a Doctoral Degree which is not used, in whole or in part, to determine the category placement of such teacher under article 6.01 hereof shall be entitled to receive an allowance as provided in Article 6.08(a) hereof provided that such teacher has been continuously employed in the secondary panel since February 1, 1995.

(c) No teacher hired by the Board effective as of September 1, 1995, shall receive the recurring graduate degree allowance referred to in Article 6.08(a) hereof. Each such teacher who possesses a Master's Degree at the point of hire or who later acquires one from an Ontario university or equivalent shall receive a one-time allowance of one thousand (\$1,000.00) dollars. Each such teacher who possesses a Doctoral Degree at the point of hire or who later acquires one from 'an Ontario university or equivalent shall receive a one-time allowance of one thousand five hundred (\$1500.00) dollars.

(d) In no case shall an allowance as provided herein be paid to a teacher who has used any part of the Master's or Doctoral degree program in determination of category placement for salary grid purposes.

(e) No allowance is payable hereunder if the possession of a Master's or Doctoral degree is a prerequisite qualification for the position which the teacher holds.

- (f) The onus shall be on the teacher to provide a statement that a degree other than from an Ontario university is recognized by an Ontario university or by the Ministry of Education.

**PRESCOTT RUSSELL**

**ARTICLE XXI ADDITIONAL DEGREE ALLOWANCE**

21.01 Teachers holding a post-graduate degree related to the school program, acceptable to the Board and recognized by the Ministry of Education shall be paid one of the following allowances provided the degree is not taken into account in granting of a higher category.

	Sept. 1995
a) A Master's Degree from a Canadian university or recognized by a Canadian university	\$1,214
b) Ph.D. (Not including honorary degrees)	\$1,401

- 21.02 This allowance is not cumulative. An eligible teacher holding a Ph.D. degree will be paid for the higher degree only.
- 21.03 The onus is on the teacher to produce evidence of his/her eligibility to the extra degree allowance, to the satisfaction of the Board.
- 21.04 The additional degree allowances are not included in the calculation of salary for teaching paid on an hourly basis.

**STORMONT DUNDAS AND GLENGARRY**

**ARTICLE VII- EXTRA DEGREE**

- 7:01 A teacher holding a university graduate degree in addition to that required to qualify for a secondary school teacher's certificate shall receive an allowance in addition to the salary for the teacher's group according to Schedule 3.
- 7:02 A Master's Degree shall have been obtained **as the** result of one (1) full year of university work or equivalent **after a Bachelor's Degree**.
- 7:03 A Doctorate Degree (honorary degree not included) shall be paid as per Schedule 3.
- 7:04 If a course, or courses, is required for placement in a higher group and the same course, or courses, is counted towards an extra degree, the teacher may elect to be paid in the higher group or to be paid the allowance for an extra degree, but not both.
- 7:05 A teacher holding a second university graduate degree which has not been used for a change in group placement, and which is not related to the first university graduate degree, shall receive an allowance in addition to the salary for his/her group according to Schedule 3.

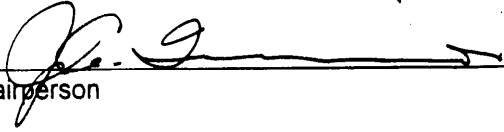
**SCHEDULE 3- ARTICLE VII**

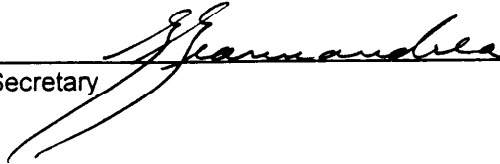
**EXTRA DEGREE ALLOWANCES  
SEPTEMBER 1, 1995 to AUGUST 31, 1998**

Master's Degree	\$472.00
Doctorate (an honorary degree not included)	\$590.00
Second University Graduate Degree	\$236.00

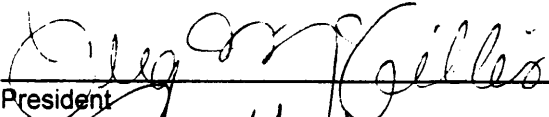
IN WITNESS WHEREOF, the Parties hereto have **caused this Agreement** to be signed in their respective names by their respective representative hereunto duly authorized, as of this 22nd day of January 1999.


**THE UPPER CANADA DISTRICT SCHOOL BOARD**

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Secretary

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Collective Bargaining Representative

