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Collective Agreement

between

ME

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



The Ontario Secondary School Teachers' Federation

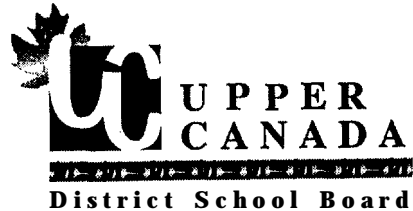
Representing

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 "Employer" or "Board")

OFFICE OF
FEB 05 2001
COLLECTIVE BARGAINING
INFORMATION



OFFICE OF
FEB 05 2001
COLLECTIVE BARGAINING
INFORMATION

September 1st, 2000
to
August 31st, 2001

Mediation
1st meeting - June 21/2000
Ratification - Dec. 13/2000

Received - union
Received - employer
Received - other _____

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Appendix A Predecessor Boards - Retirement Gratuity Provisions

Appendix B Predecessor Boards - Post Graduate Degree Provisions

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, 2000 and shall continue in force up to and including August 31, 2001 and shall continue 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 terms “strike” and “lockout” shall have the meaning ascribed to them in the Ontario Labour Relations Act and the Education 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 OSSTF members, who are currently or who are appointed to the position of Consultant/Coordinator/Special Assignment Teacher (SAT), shall be deemed to perform the majority of their duties in the secondary panel and shall retain their OSSTF Bargaining Unit affiliation for the period they remain in the position.
- 3.03 The Employer **recognizes** the negotiating team appointed by the Bargaining Unit as the group **authorized** to negotiate on behalf of the Union.

- 3.04 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.
- 3.05 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.
- 3.06 The Employer and the Bargaining Unit agree that all letters and appendices attached shall form an integral part of the Collective Agreement.

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 Employer recognizes the Certification Rating Statement issued by the OSSTF Certification Division. Teachers shall be paid in accordance with their Certification Rating Statement based on the Ontario Secondary School Teachers' Federation Certification Plan in effect as of September 2000.
- 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 4.0 1 hereof.
- 4.03 A teacher who qualifies for a change in category shall receive the appropriate differential remunerative amount within thirty (30) days of receipt of the revised Certification Rating Statement by the Employer. Where documents are submitted to OSSTF on or before December 31st, a teacher shall receive an adjustment in salary retroactive to September 1st of that school year. The teacher shall notify the Employer in writing of such a submission being made. Where documents are submitted to OSSTF on or after January 1st, and on or before June 30th, a teacher shall receive an adjustment in salary retroactive to January 1st of that school year, when the notification of the change is subsequently received. Notwithstanding the above, teachers, who have given written notice to the Employer that they have made application for such change in category, and who through no fault of their own are unable to provide the Certification Rating Statement by December 31st or June 30th, shall not be penalized.
- 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 For each teacher, the teacher's annual salary shall equal the teacher's base salary plus allowances.

5.02 Part-time teachers shall be paid their salary in the ratio that the teacher's scheduled time bears to that of a full time teacher, in accordance with Article 13.17.

5.03

5.03.01 Effective September 1, 2000, the salary schedule for every teacher shall be as follows:

Years of Experience	Group	Group	Group	Group
0	32772	2 33656	3 35356	4 37493
1	34534	35598	37617	40073
2	36296	37632	39877	42652
3	<u>38059</u>	39667	42138	45231
4	39821	41701	44398	47810
5	41583	43736	46993	50394
6	43345	45770	49587	52978
7	45380	47804	52182	55562
8	47414	49839	54776	58146
9	49762	52192	57674	61085
10	52110	54545	60571	64024
11	54458	56898	63469	66962

5.03.02 Effective February 1, 2001, the salary schedule for every teacher shall be as follows: --

Years of Experience	Group	Group	Group	Group
0	33264	2 34161	3 35887	4 38056
1	35052	36132	38181	40674
2	<u>36841</u>	38197	40476	43292
3	38630	40262	42770	45909
4	40418	42327	45065	48527
5	42207	44392	47698	51150
6	43996	46457	50331	53773
7	46060	48522	52965	56396
8	48125	50587	55598	59019
9	50509	52975	58539	62002
10	52892	55363	61480	64984
11	55275	57752	64421	67967

5.03.03 Effective August 31, 2001, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	33477	34379	36117	38300
1	35277	36363	38426	40934
2	37077	38441	40735	43569
3	22.282 38877	40520	43044	46203
4	40677	42598	45353	48838
5	42477	44676	48003	51477
6	44277	46754	50653	54117
7	46355	48832	53304	56757
8	48433	50911	55954	59396
9	50832	53314	58914	62398
10	53230	55718	61874	65400
11	55628	58121	64833	68402

5.04 Each teacher shall be placed on the salary schedule in accordance with their category rating statement and **recognized** years of teaching experience.

5.05 For initial grid placement, the following provisions shall apply:

- a) all teaching experience, including long-term occasional teaching experience, acquired in a secondary or elementary school in Canada.
- b) other teaching experience deemed relevant by the employer to the teacher's assignment shall be **recognized** to the maximum for the applicable category., such as continuing education credit courses, teaching experience in a College of Applied Arts and Technology, University, or Faculty/College of Education or teaching in an elementary or secondary school outside Canada shall be **recognized** on the basis of one grid step for every year of such experience to maximum of category.
- c) other related experience in a profession, industry or trade deemed relevant by the Employer to the teacher's assignment on the basis of one grid step for every two years of such experience to maximum of category and provided that such experience has not been used to satisfy entrance requirements to a Faculty of Education in pursuit of a degree or diploma in education.
- d) where the calculation of teaching experience results in partial years 0.5 or greater shall be rounded up and 0.4 or lesser shall be rounded down.
- e) Incremental advances on the salary grid shall be implemented as of September 1st of each year.

- f) there shall be no reassessment of prior experience recognition of teachers on staff prior to September 1st, 2000.
- 5.06 For purposes of advancing on the salary schedule, part-time teaching and periods of less than a year may be accumulated and, where the calculation of teaching experience results in partial years, 0.5 or greater shall be rounded up and 0.4 or lesser shall be rounded down.
- 5.07 A teacher who has a post graduate degree that is not used for category placement for that teacher shall receive an annual allowance as provided in the predecessor Employer in whose jurisdiction he/she is assigned (hereto appended).
- 5.08 For the 2000-2001 school year, Program Leaders shall receive an annual allowance of \$3200 above grid placement.
- 5.09 No teacher covered by this agreement shall be paid more or less than any other teacher of equal qualifications, **recognized** experience and responsibility.
- 5.10 Employment Insurance Rebate

The Employer shall pay to the Bargaining Unit forthwith on or before the end of each school year, the Employment Insurance rebate applicable to the Bargaining Unit members and provide to the President of the Bargaining Unit full particulars with respect to the amount remitted.

ARTICLE 6 METHOD OF PAYMENT

- 6.01 Teachers shall be paid their annual salary entitlement in twenty-six (26) biweekly **installments**. Salary, subject to statutory or other **authorized** deductions, shall be paid on Fridays, 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 Employer or commences an unpaid leave of absence during the school year shall be paid any salary owing less required deductions up to the last day worked. Such payment shall be made within (30) thirty days of the termination of employment or the commencement of a leave.
- 6.03 Full-time teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to the date of retirement/resignation or commencement of the leave. Salary shall be prorated in accordance with the provisions of Article 10.35.
- 6.04 For a teacher leaving active employment during a semester the calculation of salary owing shall be prorated during the semester based on the ratio of the number of days worked by the teacher over the number of work days in the semester.

- 6.05 **Notwithstanding** Article 6.04, a full-time teacher who retires at the end of the **first** semester and who was assigned three (3) courses plus 0.17 TAP and/or remedial in the first semester shall receive one-half (1/2) the teacher's annual salary for that school year.

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 (30) thirty 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 (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, salary for the period, and the amount deducted as well as their home address and phone number. The Employer shall provide to the President of the Bargaining Unit, on a monthly basis, documents to support all deductions from the pay of members in regard to OSSTF dues and levies.
- 7.03 The local levy specified by the Bargaining Unit in 7.01, if any, shall be deducted and remitted to the President 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 - PAYROLL DEDUCTIONS

- 8.01 Canada Savings Bonds
The Employer shall accommodate the purchase of Canada Savings Bonds, by teachers by providing for payroll deductions and necessary remittances. Canada Savings Bonds will be available at the point of purchase at the Employer's financial institution unless the teacher makes alternative arrangements with the Employer's financial institution.
- 8.02 Registered Retirement Savings Plans
The Employer 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.
- 8.03 The Employer'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 these particular plans.

ARTICLE 9 – SENIORITY

- 9.01 The Employer shall maintain a list of all Bargaining Unit members on staff with the Employer in order of acquired seniority.
- 9.02 Seniority shall be the length of continuous service with the Employer or its predecessor Employers 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.
- 9.03 A separate seniority list shall be maintained for summer school teachers teaching credit courses for service commencing July 1, 1997. A separate seniority list shall be established and maintained for night school teachers teaching credit courses for service commencing September 1, 1997.
- 9.04 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.
- 9.05 The seniority lists shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than March 1 st of each school year.
- 9.06 On the seniority list, the most junior teachers shall have identified their first day worked after last being hired, their assigned workplace and their entitlement. The list shall consist of those one hundred (100) most junior teachers identified as of September 1, 1999 plus any teacher hired by the Employer thereafter.

- 9.07 Errors in the calculation of a teacher's seniority shall be brought to the attention of the Employer and the Bargaining Unit in writing by the Teacher within ten (10) working days.
- i) Any such error shall be resolved in (a) meeting(s) between the Bargaining Unit and the Employer.
 - 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.
- 9.08 Newly hired teachers shall be added to the appropriate seniority list based on their first day of work and tie breaking criteria as outlined in 9.09
- 9.09 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 Employer or its predecessor Employers; THEN
 - (ii) total years of teaching experience with the Employer or its predecessor Employers; 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 all teachers identified in clause 9.06.

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

ARTICLE 10 STAFFING AND STAFFING GENERATION

- 10.01 The FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, of 21 to 1 with a maximum teacher workload of 6.5 credit and 0.17 credit-equivalent courses, in accordance with the *Education Act* and Regulations thereunder. For the 2000-2001 school year, based on a projected secondary ADE enrolment of 13,445.8, the number of FTE classroom teachers, including Special Education credit classroom, TR Leger and the Tri-County alternative education program, shall be not less than 727.74.
- 10.02 The number of FTE guidance teachers shall be calculated in accordance with the funding regulations.
- 10.03 The number of FTE teacher librarians shall be calculated in accordance with the funding regulations.

- 10.04 Allocations to Special Education and to central support positions shall be determined by the Employer in accordance with the provincial funding generated for each of these areas and budget decisions of the Employer.
- 10.05 For the 2000-2001 school year, the total number of FTE teachers assigned, including TR Leger and the Tri-County alternative education program, and the central Employer Office staff and excluding Section 19, shall be not less than **829.15**.
- 10.06 The number of FTE staff allocated to schools for credit courses shall be used in the area for which it has been allocated.
- 10.07 The number of TAP and/or remedial assignments, as described in sections 4.3 and 4.4 of Regulation 398/00 under the Education Act, shall be the maximum number as provided in that Regulation.

ARTICLE 11 -JOINT SECONDARY STAFFING REVIEW COMMITTEE

- 11.01 A Joint Secondary Staffing Review Committee shall be established by September 30 and maintained from year to year.
- 11.02 The Joint Secondary Staffing Review Committee shall be established with equal representation between the Employer and the Bargaining Unit as follows:
- the President of the Bargaining Unit;
 - the Chief Negotiator of the Bargaining Unit;
 - the District Officer of the Bargaining Unit;
 - three (3) Employer representatives, as designated by the Director of Education.
- 11.03 The Employer shall determine the total number of FTE teachers required for the next school year based on the requirements of legislation, the projected enrolment and the provisions of the collective agreement. The Joint Secondary Staffing Review Committee shall review the calculations and the resulting system-wide and school allocations to classroom credit courses, Guidance, Library and non-credit Special Education.

Following review of the system and school allocations by the Joint Secondary Staffing Committee, the Employer shall advise the principals of the school and system allocations described in Article 11.03 above.

- 11.04 The Joint Secondary Staffing Review Committee shall review the distribution of the “minimum eligible course obligations” to classroom teachers within schools at least twice during the school year.
- 11.05 The Joint Secondary Staffing Review Committee shall monitor the application of surplus and redundancy procedures, as set out in Article 21.

ARTICLE 12 – IN-SCHOOL STAFFING COMMITTEE

- 12.01 An In-School Staffing Committee shall be established by September 30 and maintained from year to year in each secondary school.
- 12.02 The In-School Staffing Committee shall be comprised of the following school personnel:
- *the OSSTF Branch Steward or designate;
 - a second representative from the Branch Executive;
 - *the Principal;
 - *the Vice-Principal.
- 12.03 The role of the In-School Staffing Committee shall be:
- to review the staffing allocation provided to the school, as described in Article 11.03 above;
 - to review the instructional and supervisory assignments of Teachers as determined by the Principal;
 - to review preliminary determinations regarding Teachers who may be surplus to the school, prior to such surplus declarations.
- 12.04 The Committee may seek the advice of the Joint Secondary Staffing Review Committee on matters within the scope of the Committee's authority.
- 12.05 The In-School Staffing Committee shall meet as required in the spring prior to the Staff Placement Meeting, once prior to the end of September, and within two weeks following the commencement of second semester.

ARTICLE 13 – TEACHER WORKLOAD

- 13.01 Each full-time classroom Teacher shall be assigned a maximum of 6.5 credit and/or credit-equivalent courses plus 0.17 TAP and/or remedial courses.
- 13.02 No classroom Teacher shall be assigned more than 3.5 of the 6.5 credit and/or credit-equivalent courses per semester, except with the mutual consent of the Teacher and the Principal, after consultation with the Bargaining Unit President.
- 13.03 Assignments for one 75 minute period or equivalent shall count as one class for Teachers who have assignments in Library, Guidance or Special Education resource instead of classroom assignments or in combination with classroom assignments.
- 13.04 Unless otherwise agreed by the Employer and the Bargaining Unit, instructional periods shall not exceed 75 minutes in length on average per day.
- 13.05 No Teacher shall be assigned more than 225 consecutive minutes time without a break of a minimum of ten (10) consecutive minutes.

- 13.06 TAP shall not exceed thirty (30) minutes a week on average and shall be assigned equitably amongst all staff. TAP shall not lengthen the instructional day, which for the purpose of this provision comprises the time of commencement of the first period of the day consecutively to the time of the conclusion of the last period of the day.
- 13.07 When making credit and/or credit equivalent assignments to a Teacher, the Principal shall make every reasonable effort to limit the number of different course preparations, to limit the number of half-credit assignments and to consider the preference of the teacher with respect to a half-credit assignment.
- 13.08 Subject to availability, Occasional Teachers shall be hired to replace classroom Teachers who are absent for two (2) periods or more in a day
- 13.09 During the school year, each Teacher may be scheduled for up to a maximum of thirty (30) half-periods (37.5 minutes) of supervision, including study hall and classroom supervision. No supervision of any kind shall be assigned to a Teacher during that part of a semester when the Teacher is teaching/assigned more than 3.0 credit or credit equivalent courses.

Notwithstanding the above, a Teacher may be assigned up to five (5) additional half-periods of supervision, if necessary, in unforeseen circumstances which arise on that day, during the semester the Teacher is assigned 3.0 credit and/or credit equivalent courses.

- 13.10 Supervision assignments may include study hall or classroom supervision, lunch duty and/or other supervision of students, as determined by the Principal. All such supervision assignments will be distributed equitably amongst teachers on staff.
 - 13.10.01 Supervision is exclusive of the daily 5-minute home form.
- 13.11 A Teacher will not be assigned more than one (1) supervision in a day or more than two (2) in one week. Notwithstanding the foregoing, in an emergency situation when there are no available teachers with unused supervision periods, a teacher will not refuse an emergency study hall/classroom supervision. Supervision other than study hall/classroom supervision may be blocked over consecutive days, with the agreement of the Teacher.
- 13.12 Study hall/classroom/other supervision duties assigned to part-time Teachers shall be prorated in accordance with the ratio that the teacher's entitlement bears to that of a full-time Teacher.
- 13.13 Subject to Articles 13.01 and 13.09, a Teacher shall not be assigned duties during the instructional day. Time during the instructional day not assigned in accordance with Articles 13.01 and 13.09 shall be used by the Teacher for preparation, marking and related professional duties.

13.14 Each Teacher shall have a scheduled interval between classes for a lunch break, which shall be not less than forty (40) consecutive minutes every day and which shall be free of any assigned duties and between the hours of 10.30 a.m. and 2:00 p.m.

13.15 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.

13.16 The Employer and the Bargaining Unit agree that the following maximum class sizes are desirable to promote a positive learning environment:

Advanced/Academic	30
General/Applied	28
Open	28
Basic/Essential/Pathways	16
Technical Shops & Family Studies practical classes where equipment being used poses a safety hazard	20

13.16.01 A Teacher's overall yearly pupil contacts shall not exceed the sum total of all individual class size maxima for the courses taught by the Teacher.

Part-Time Teachers

13.17 Except as otherwise provided in this Collective Agreement, the salary and sick leave credits of a part-time Teacher shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment of 6.5 classes. Such prorating shall be administered in accordance with the following chart:

Assignment	FTE Status	Sick Leave
0.5 classes	0.08	1.5 days
1 class	0.15	3 days
1.5 classes	0.23	5 days
2 classes	0.31	6.5 days
2.5 classes	0.38	8 days
3 classes	0.46	9.5 days
3.5 classes	0.54	11 days
4 classes	0.62	12.5 days
4.5 classes	0.69	14 days
5 classes	0.77	15.5 days
5.5 classes	0.85	17 days
6 classes	0.92	18.5 days
6.5 classes	1.0	20 days

13.18 Except for teachers who voluntarily reduced their teaching time, part-time Teachers shall not suffer any reduction in employment status from that of 1999-2000 school year subject to the provisions of this Agreement governing seniority, surplus declaration and redundancy.

ARTICLE 14 – SCHOOL YEAR

14.01 The length of the school year shall be the minimum required under the Education Act.

14.02 A Teacher shall not be required to work any days preceding the official start of the school year for students, unless the school year calendar must include a day preceding the official start of the school year for students in order to comply with the minimum number of days in a year under the Act.

14.03 Teachers who agree with a written request from the Employer to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled by mutual agreement of the Principal and the teacher during the course of the school year. The duties of the Teacher who is taking compensating days shall not be assigned to another member of the Bargaining Unit.

ARTICLE 15 BENEFITS

15.01 Benefits

15.01 Each teacher covered by this agreement shall participate in mandatory plans and have the right to participate in optional benefit plans currently provided by Sun Life and OTIP:

- basic group life (mandatory);
- optional group life (optional);
- extended health, including vision care (mandatory);
- dental care (mandatory);
- OTIP long-term disability (mandatory);
- Employee Assistance Plan (mandatory).

Family coverage shall include the teacher, his/her spouse, dependent children under the age of 21 years or under the age of 25 years while in full-time attendance at a post-secondary institution.

15.01.02 A spouse is defined as a person in a same-sex relationship, a common law relationship, or in a married relationship.

- 15.01.03 The Employer shall supply annually to the Bargaining Unit President copies of the group benefit policies as available from the insurance carrier.
- 15.01.04 At the point of hire and when changes in coverage occur, each teacher shall be provided with an information booklet outlining benefit coverages.
- 15.01.05 The parties agree that the Union shall have two representatives on a Joint Employee Benefits Committee with representation from Employer employee groups. The committee can recommend changes to the current benefit plans. Any changes to the current plan recommended by the committee is subject to ratification by each employee group.
- 15.02 **Group Life Insurance**
- 15.02.01 The Employer shall pay 100% of the cost of the premium of basic group life insurance, based on two (2) times salary, rounded to the next highest thousand dollars (\$1000), of the Bargaining Unit member.
- 15.02.02 At their own expense, a teacher may purchase optional group life insurance for the teacher and/or spouse in units of \$20,000.00 up to \$300,000.00, with the premiums remitted by the Employer through payroll deduction.
- 15.02.03 Members of the Bargaining Unit shall have the option to either increase or decrease the life insurance coverage for themselves and/or for their spouse, with evidence of insurability.

15.03 **Extended Health Coverage**

15.03.01 The Employer shall pay 100% of the premium cost for each eligible teacher for an extended health plan.

15.03.02 An eligible Teacher is one who is assigned three or more credits or credit-equivalent courses in the school year.

15.04 **Dental Care**

15.04.01 The Employer shall pay 100% of the premium costs for each eligible Teacher for a dental care plan. The premium cost shall reflect the ODA schedule of fees as of September 1st of each year.

15.04.02 An eligible Teacher is one who is assigned three or more credits or credit-equivalent courses in the school year.

15.05 **Long-Term Disability**

15.05.01 All members hired on or after September 1, 1998 and those insured under the existing LTD Plan shall participate in the Bargaining Unit's OTIP LTD plan and shall pay 100% of the premium cost. The waiting period for accessing long-term disability benefits for an eligible teacher shall not exceed ninety (90) working days. The Employer agrees to deduct the required premium costs for each teacher through payroll deductions and to remit the same to the Insurance Company.

15.06 **Teachers on Leave of Absence or Lay-off**

15.06.01 An eligible teacher who is on an unpaid leave of absence or on lay-off subject to recall may continue to participate in the benefit plans applicable to the teacher at the teacher's sole expense. Such teacher shall remit full premium costs monthly in advance to the Employer failing which benefit coverage for that teacher shall be cancelled upon fourteen (14) days notice.

ARTICLE 16 - ACCUMULATED SICK LEAVE AND GRATUITY

- 16.01 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 eighty (280) days.
- 16.02 On the first day worked in the school year, a part-time teacher shall be credited with a pro-rated number of sick leave days based on the ratio of the teacher's workload to the workload of a full-time teacher.
- 16.03 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.
- 16.04 Teachers shall continue to receive their full pay for absences caused by sickness beyond twenty (20) days up to the amount of their accumulated sick leave credits.
- 16.05 A newly hired teacher shall be entitled to transfer accumulated sick leave from a previous school Employer to the teacher's accumulated sick leave account with the Employer.
- 16.06 A teacher who has been credited with sick leave by the Employer under the sick leave provisions of a predecessor Employer or another collective agreement with the Employer shall be entitled to have such accumulated sick leave credited to the teacher's current sick leave account.
- 16.07 The Employer may require certification by a physician or a licentiate of dental surgery to support absences related to sickness. Such certification shall normally be required after five (5) consecutive working days. Upon production of a receipt, the Employer shall reimburse the teacher for the cost of obtaining such certification.
- 16.08 The Employer 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.
- 16.09 On leaving the employ of the Employer, teachers shall receive a statement of their sick leave standing to the teacher's credit, duly certified by the Employer.
- 16.10 Retirement Gratuity**
- 16.10.01 All teachers hired on or after September 1, 2000 shall have access to the retirement gratuity plan for **Stormont, Dundas, and Glengary** as described in Appendix A attached.
- 16.10.02 For teachers hired prior to September 1, 2000 by the Upper Canada District School Employer in the **Lanark, Leeds-Grenville, Stormont Dundas and Glengarry** or Prescott-Russell divisions of the Employer or by the **Lanark, Leeds-Grenville, Stormont Dundas and Glengarry** or Prescott-

Russell predecessor Employers, the Retirement Gratuity of the teacher shall be that as provided by the predecessor Employer as appended to this Agreement in **Appendix A**.

- 16.10.03 A letter of understanding attached shall address teachers hired in the Lanark County predecessor Employer post August 31, 1978.

ARTICLE 17 - LEAVES OF ABSENCE

17.0 1 Short-term Leaves

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

- 17.01.01 attendant on and coincident with the death of a spouse, parent, sibling, child, mother-in-law, father-in-law; a maximum of five (5) working days.
- 17.01.02 attendant on and coincident with the death of a 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.
- 17.01.03 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.
- 17.01.04 the serious illness of a spouse, child or parent; up to a maximum of two (2) days.
- 17.01.05 for working days on which the teacher is required to serve as a juror.
- 17.01.06 for working days on which the teacher is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- 17.01.07 for working days on which the teacher is subject to subpoena as a witness in judicial or tribunal proceedings to which the teacher is not 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.
- 17.01.08 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.
- 17.01.09 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.

- 17.02 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.
- 17.03 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.
- 17.04 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 1 5th in the school year preceding the leave identifying the teachers who will be on federation leave.
 - c) Re-imbusement by the Bargaining Unit for the salary and benefits of replacement teachers. The salary cost of the replacement teachers shall be deemed to be those of a category 3 step 0 teacher on the salary grid and the twelve (12%) percentage for benefits for each full-time equivalent number of leaves taken.
 - d) On return from federation leave, a teacher shall return to his/her school in a position similar to that held at the commencement of the leave and subject to surplus/redundancy provisions.

17.05 Other Federation Leaves

17.05.01

- 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 3 1st 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 3 1st in the school year preceding the return to teaching duty.
- c) On return from federation leave, a teacher shall return to his/her school in a position similar to that held at the commencement of the leave and subject to surplus/redundancy provisions.

d) Notwithstanding 17.05.0 1 a), the Employer may grant leave for (an) additional term(s).

17.05.02 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 Employer 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.

17.05.03 The Employer shall assume the occasional teacher costs for replacing teachers when Federation representation is required by the Employer at meetings.

17.05.04 The Employer shall assume the occasional teacher costs, if any, to a maximum of four (4) teachers per meeting, to participate in collective bargaining with the Employer.

17.06 Teacher Self-Financed Leave Plans

17.06.01 Teachers enrolled in self-financed leave plans with the predecessor Employer shall have those plans honoured by the Employer.

17.06.02 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) semester deferral of one-quarter of annual salary in the semester followed by one (1) semester of leave.
- b) One (1) year deferral of one-half of annual salary in the year followed by one (1) year of leave.
- c) Two (2) years deferral of one-third of annual salary in each year followed by one (1) year of leave.
- d) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave.
- e) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave.
- f) 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 Employer'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 Employer 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.

17.06.03 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.

17.06.04 Approval or Denial

The right to approve or to deny any application shall rest solely with the Employer. 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.

17.06.05 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 Employer.

17.06.06 Salary Holdback

The salary withheld as per clause 17.06.02 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 Employer to the teacher at the end of the school year.

17.06.07 Payment

- a) The teacher shall receive a salary in each year of the plan as determined by the 17.06.02.
- b) 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 17.06.02, until the full balance is paid.

17.06.08 Benefit Plans

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

17.06.09 Termination

- a) 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.
- b) 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.
- c) 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.

17.06.10 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.

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

17.07.01 All Teachers employed by the Employer or predecessor Employer 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 (3) three consecutive school years except by mutual agreement between the Employer and the Teacher. At the end of the period of reduced teaching time, the teacher shall have the right to return to the teacher's previous entitlement, subject to the surplus and redundancy procedures.

17.07.02 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.

17.08 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 Employer will supplement such compensation payments to the teacher to the full salary of the teacher.

17.09 **Unpaid Leaves of Absence**

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

17.09.02 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 March 1 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 Employer agrees to continue coverage of the Teacher's benefits at the Teacher's sole expense. The Teacher will deliver post-dated cheques payable to the Employer dated the fifteenth (15) day of each month for the following month's premiums to cover the period of the leave of absence.

- 17.10 The Employer 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 18 - PREGNANCY / PARENTAL LEAVE

18.01 Pregnancy Leave

A teacher who is employed by the Employer 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 Employer one (1) week's written notice of her intention to do so, and furnishing the Employer 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 Employer 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 Employer with a certificate from a legally qualified medical practitioner stating the expected birth date.

18.02 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.

18.03 Parental Leave

Subject to the provisions of the Employment Standards Act, a teacher who has been employed by the Employer 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 Employer at least two (2) weeks written notice of the date the leave is to begin.

The teacher may change the requested period of parental leave provided the teacher gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.

18.04 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.

18.05 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.

18.06 For the full period of any pregnancy or parental leave granted under this Article, the Employer 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.

18.07 At the discretion of the Employer, pregnancy and parental leave may be granted to a teacher who has been employed with the Employer for less than thirteen (13) weeks.

18.08 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 (4) four weeks prior to returning to duty.

- 18.09 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.
- 18.10 Subject to the layoff and just cause provisions of this agreement, the Employer may not terminate or layoff an employee entitled to pregnancy and/or parental leave.
- 18.11 Part-time employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 18.12 Nothing in this article shall remove from an employee any entitlement under the Employment Standards Act.
- 18.13 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.
- 18.14 **Pregnancy/Parental Leave Sub-Plan**
- a) The Employer 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) **Pregnancy Leave**
- During the qualifying period of two (2) weeks in which no employment insurance benefits are payable, the Employer shall pay sixty (60) percent of the teacher's regular weekly earnings. For the next fifteen (15) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly supplement equal to the difference between sixty (60) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received.
- c) **Adoption Leave**
- During the qualifying period of two (2) weeks in which no employment insurance benefits are payable, the Employer shall pay sixty (60) percent of the teacher's regular weekly earnings. For the next ten (10) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly supplement equal to the difference between sixty (60) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received.

The Employer's obligation is limited to the equivalent of one adoption leave sub-plan, as set out above, whether the sub plan is paid to one parent or shared by the two (2) parents.

ARTICLE 19 – POSITIONS OF ADDED RESPONSIBILITY

19.01 For the 2000-2001 school year, the PAR structure of each secondary school is confirmed and will continue as organized, with the current incumbents in place.

19.02 The duties of a Program Leader shall include:

- Leadership in curriculum implementation within the program area.
- Liaison with school administration.
- Participation in meetings with other Program Leaders.
- Administration of budgets and resources assigned to the program areas.
- Formative assistance to teachers within the program area.

19.03 It shall not be the responsibility of the Program Leader to make any summative judgement or evaluation of the performance of a teacher in the program area, to impose discipline on any such teacher, nor to participate in the selection process for Program Leaders.

Effective September 1, 2001

19.04 A Program Leader shall be defined as a Bargaining Unit member responsible for a program area. A Program Leader shall hold specialist qualifications in one of the subject areas included in the program area.

19.05 All PAR positions shall be curriculum focused. The principal shall ensure that every subject area in the school to which a teacher has been assigned is represented within the PAR structure, singly or in combination with other subject areas.

19.06 The number of Program Leaders allocated to each school shall be based on the projected ADE school enrolments as listed below.

Student ADE Enrollment	Program Leaders
800 or more	8
550 – 799	7
400 – 549	6
250 – 399	4
249 or less	3

19.07 For the 2001-2002 school year and each succeeding year, as required, the Principal shall review the PAR structure of the school, in consultation with the school staff.

- 19.08 For the school year 2001-2002 for subject groupings which remain substantially unchanged from the 2000-2001 school year, the incumbent shall remain in place for the one year remaining in the term. Displaced incumbents with one year remaining in their term may be appointed in an acting capacity as Program Leader of a new or revised subject grouping for which they are qualified.
- 19.09 Appointments as Program Leaders shall be for three (3) years. Incumbents may reapply at the end of their term.
- 19.10 The continuation of established Program Leader positions may be affected by an incumbent voluntarily relinquishing the assignment, or being removed for just cause, or by a reduction in the school's allocation of PAR positions.
- 19.11 No Teacher shall hold more than one (1) PAR position at any time, nor shall any PAR position be shared between two (2) or more teachers.
- 19.12 When a vacancy occurs in a Program Leader position, the Principal shall post a notice identifying the nature of the position, its term, the program area, and any particular duties of that position. The posting shall be in the school for a period of five (5) teaching days.
- 19.13 In the absence of an applicant with appropriate specialist qualifications, the Principal may appoint an applicant who undertakes to pursue a specialist qualification within two years.
- 19.14 Monetary Allowances associated with positions of added responsibility in the secondary schools shall not exceed the amount provided by the funding formula (inclusive of benefits), relating to such positions, as determined by the Ministry of Education from time to time.

ARTICLE 20 – PROVISION OF INFORMATION

- 20.01 The Employer shall provide to the Bargaining Unit any data relevant to the negotiations and administration of the collective agreement within a reasonable time following receipt of a written request.
- 20.02 The Employer shall supply to the Bargaining Unit one copy of notices and minutes of regularly scheduled Board and Committee meetings, with agendas. Such materials shall normally be provided at least two (2) days prior to such meetings.

ARTICLE 21 SURPLUS AND REDUNDANCY

System-Wide Needs and Availability

- 21.01 The Joint Secondary Staffing Review Committee shall monitor the application of system redundancy, transfers, exchanges and school surplus procedures and ensure that the procedures are properly followed.
- 21.02 The Joint Secondary Staffing Review Committee may alter the dates in this Article, as required in a particular year.
- 21.03 For the purposes of this Article, a teacher shall be “deemed qualified,” provided that the following conditions are met:
- (i) the teacher has successfully taught in the subject area(s) within the current or two (2) preceding school years;
 - (ii) a current or former Principal or Vice-Principal attests to (i) above;
 - (iii) the teacher and Principal provide mutual consent and the appropriate supervisory officer approves;
 - (iv) consent/approval shall be provided for one school year only. but may be renewed on a year by year basis.

Deemed qualifications may apply to only part of a teacher’s timetable.

- 21.04 Prior to the placement meeting, the Joint Secondary Staffing Review Committee shall be provided with the following information:
- lists by school of teachers assigned to timetables, with the subjects to which each teacher has been assigned for the next school year;
 - a list of staff declared surplus (Surplus List). The lists shall indicate the name, home school, date of hire, entitlement, certification, qualifications, including deemed qualifications in accordance with Article 2 1.03 above;
 - a list of staff who have been approved for leave which will take place during the next school year;
 - a list of staff who have applied for increases in entitlement for the next school year;
 - a list of staff who have applied for a reduction in teaching time for the next school year;
 - a list of staff who have requested transfers, indicating date of hire, entitlement, certification, qualifications, including deemed qualifications in accordance with Article 2 1.03 above;
 - a list of staff who have submitted resignations or retirements during the current school year or effective the end of the school year.
- 21.05 The Employer shall determine the total number of FTE teachers required for the next school year based on the requirements of legislation, the projected enrolment and the provisions of the collective agreement. The Joint Secondary Staffing Review Committee shall review the calculations and the resulting system-wide allocations to classroom credit courses, Guidance, Library, and non-credit Special

Education.

- 21.06 Teachers shall submit requests in writing for leaves, part-time teaching, and transfers by March 1 each year to the (Employer), with a copy to the school principal.

School Based Surplus Declarations

- 21.07 Upon notification of the school's FTE allocations, each Principal, using the following information:
- the total staff assigned to the school (FTE);
 - the total staff available in the school (FTE);
 - the seniority of staff members in the school; and
 - qualifications, including deemed qualifications in accordance with Article 21.03 above;
- shall assign teachers to sections in accordance with their entitlement, within the school's allocation.
- 21.08 In the event that there are teachers excess to the needs of the school, teachers shall be declared surplus to school in order of seniority, beginning with the least senior teacher, provided that the remaining teachers in the school are qualified to teach the program in the school.
- 21.09 Each teacher declared surplus shall be placed on the Surplus List.
- 21.10 Any teacher declared partially surplus in an amount less than 3.0 sections, shall be made fully surplus for one semester or shall have the option to be fully surplus to the extent of the teacher's entitlement.
- 21.11 Any teacher declared partially surplus in an amount equal to or greater than 3.5 sections but less than 6.5 sections shall be made fully surplus to the extent of the teacher's entitlement.
- 21.12 Any teacher declared surplus in 21.10 and 21.11 above may choose to accept the assignment available and be placed on a leave of absence for the balance of the teacher's entitlement.

System-Wide Vacancy and Surplus List

- 21.13 The Surplus List shall be created ordered from most to least senior and shall include:
- the teacher's name;
 - the teacher's school;
 - the teacher's qualifications;
 - the teacher's deemed qualifications in accordance with Article 21.03 above;
- and

- the teacher's entitlement.

The list shall be made available to all surplus teachers, the members of the Joint Secondary Staffing Review Committee and all Principals.

- 21.16 Each teacher on the Surplus List shall complete a Placement Request form which shall indicate clearly the teacher's preference in terms of location and subject areas, Each teacher must possess the appropriate qualifications, including deemed qualifications, in accordance with Article 2 1.03 above, before submitting the form. Each teacher shall be asked to list preferred options and acceptable options.
- 21.15 Along with the surplus list, a preliminary list of vacancies for the following year shall be generated, based on information supplied by the Principals. The list shall contain the following information:
- . school;
 - subject area(s);
 - sections; and
 - restrictions (in specialized areas).
- 21.16 Prior to the placement meeting, the Employer shall inform the Joint Secondary Staffing Review Committee of any changes which might impact on a teacher who has been declared surplus in his/her school.
- 21.17 Following the initial assignment by the principal of teachers in the schools, and prior to the placement of surplus teachers, a preliminary list of vacancies shall be compiled by the Human Resources Department. A meeting, including representatives from the Human Resources Department, the members of the Joint Secondary Staffing Review Committee and the principals, shall be convened to attempt to place into such vacancies teachers who have not been declared surplus to school and who have requested transfers.

Placement of Teachers

- 21.17 Placement of surplus teachers shall be made at a meeting. This meeting shall include representatives from the Human Resources Department, the members of the Joint Secondary Staffing Review Committee and the Principals.
- 21.18 In the placement process, efforts shall be made to place as many surplus teachers as possible. Priority shall be given to placement of surplus teachers, as much as possible in their preferred choices, in accordance with seniority, qualifications, including deemed qualifications in accordance with Article 2 1.03 above, and entitlement.
- 21.19 In the event that the number of surplus teachers in a subject area exceeds the number of available vacancies in that subject, the following shall occur prior to the placement of surplus teachers:
- positions of teachers in that subject area, who have less seniority than those on the Surplus List, beginning with the least senior, shall be deemed vacant until the number of available vacancies matches the equivalent entitlement

- of the surplus teachers to be placed.
 - such vacancies shall be considered available during the placement of surplus teachers.
 - any teachers so displaced shall be considered surplus to school or redundant to the system, as the case may be.
- 21.20 During the placement of surplus teachers, the mutual consent provisions of Regulation 298 may be used to provide a placement for the teacher up to the teacher's full entitlement in the teacher's home school if possible, or failing that, in the System.
- 21.21 In the event that none of a teacher's preferred or acceptable options can be accommodated, he/she is placed, in order of his/her seniority, on the list of redundant teachers (Recall List).
- 21.22 Teachers who have been declared surplus to school and have been subsequently placed in another school within the System, shall have first right, subject to seniority, to a position for which they are qualified and equivalent to their entitlement, in the originating school for a period of two (2) school years. Such return shall occur at the start of a semester or school year.
- 21.23 The remaining redundant teachers will be placed on the Recall List, ordered from most to least senior. The list shall include the teacher's name, school, qualifications, including deemed qualifications, in accordance with Article 19.03 above. It will be forwarded to the Principals and the members of the Joint Secondary Staffing Review Committee.
- 21.24 Each teacher who is redundant shall be so informed in writing five (5) instructional days after the placement meeting and no later than May 20th. A copy of such correspondence shall be sent to the Principal of the teacher's school and to the President of the Bargaining Unit.

Recall and Status of Redundant Teacher

- 21.25 The Surplus/Redundancy placement process shall begin after the conclusion of March Break and shall conclude no later than May 15th.
- 21.26 Each redundant teacher will be retained on the recall list for positions that become available in the two school years immediately following placement on the recall list.
- 21.27 Teachers will be recalled to available positions for which they are qualified, including deemed qualifications in accordance with Article 21.03 above. For vacancies arising after the Placement meeting and before the end of the school year, teachers will be contacted by phone at their school location. Teachers shall be notified by registered mail for vacancies arising at other times. They must exercise this right within seven (7) days of being notified of the availability of the position. It is the responsibility of teachers to inform the Employer, through the

Human Resources department. of their current address and phone number.

21.28 A teacher will be removed from the recall list on the first occurrence of any of the following:

- on accepting a position, excluding short or long term occasional positions, with this or another board of education in or outside of the province of Ontario;
- on the request of the teacher;
- on refusing a second (2nd) recall to a position for which the teacher is qualified and is equivalent to their entitlement that is in a school within one hundred (100) kilometers of their home school; or
- on refusing a fifth (5th) recall to a position from different schools that are greater than one hundred (100) kilometers from their home school for which the teacher is qualified and is equivalent to their entitlement; or
- after expiration of the teacher's right to recall.

ARTICLE 22 EXCHANGES

22.01 A pair of teachers may submit their names for an exchange by contacting the Administrator of Human Resources, in writing, no later than June 1st of each school year indicating their current school location, certification and qualifications, and entitlement. A copy shall also be forwarded to the President of the Bargaining Unit.

22.02 Only pairs of teachers with the same qualifications and entitlement shall be eligible for an exchange.

22.03 Exchanges shall be subject to the approval of the Joint Secondary Staffing Review Committee and the principals of the schools involved. Such approval shall not be unreasonably withheld.

22.04 When requested, exchanges may be for a stated period of time such as a semester or year. At the end of the stated period or on the completion of two full years the exchange shall revert or, with the approval of the Joint Secondary School Staffing Review Committee and the teacher(s), will be made permanent.

ARTICLE 23 - EMPLOYMENT PROCESSES AND PROCEDURES

- 23.01 Each newly hired teacher shall be provided with a copy of this collective agreement and a benefits information package.
- 23.02 Each teacher shall be assigned a secondary school or other System location at the time an offer of employment is made.
- 23.03 The Employer 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.
- 23.04 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 System location.

23.05 Postings

- 23.05.01 When a teaching position within the scope of this agreement is declared available by the Employer, 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.

During the summer break period, internal postings shall be posted on the Employer's website, with a copy to the President of the Bargaining Unit.

- 23.05.02 **Vacancies** shall be filled in the following order:
- When there are teachers on the recall list, who are qualified for an available position, the position shall be offered to the most senior teacher so qualified; then
 - Vacancies not filled from the recall list shall be posted for qualified part-time teachers seeking an increase in entitlement.
- 23.05.03 Consideration shall be given to other internal candidates, before posting externally.

23.06 New Positions

Should the Employer create a new position, which requires teacher qualifications and which is included within the Bargaining Unit, it shall negotiate the salary, including any allowance, for the position with the Bargaining Unit. Pending agreement in such negotiations, the Employer may make an appointment to the position with any increased compensation, when determined, retroactive to the date of employment.

ARTICLE 24 – CONTINUING EDUCATION (Night School/Summer School) AND HOME INSTRUCTION TEACHERS

- 24.01 This Article and Articles referenced herein contain all matters agreed to by the parties pertaining to Continuing Education (Night School/Summer School) Teachers and Home Instruction Teachers.
- 24.02 Continuing Education and Home Instruction Teachers are hired term-specific. The Employer and the Teacher mutually agree to the termination of employment at the end of the specific term.
- 24.03 The Employer will make every effort to use Teachers on the Recall List for Night School/Summer School and Home Instruction assignments provided they possess the qualifications or teaching experience for the subject(s) concerned.
- 24.04 All credit courses shall be delivered by a qualified Teacher.
- 24.05 Each newly-hired Continuing Education or Home Instruction Teacher who is not a regular day school Teacher shall be provided with a copy of the Collective Agreement.
- 24.06 Effective September 1, 2000 the rates of pay to which Continuing Education and Home Instruction Teachers shall be as follows:
- | | |
|---|--------------------|
| Summer School/Night School/Home Instruction | \$30.50 per hour |
| Correspondence Marker | \$10.20 per lesson |
- 24.07 Teachers employed in Continuing Education and Home Instruction courses shall be paid (by direct deposit) every two weeks, two weeks in arrears, based on confirmed timesheets. The statement of earnings shall indicate the number of hours worked and shall be mailed to the employees home address.
- 24.08 The following Articles shall apply with respect to Continuing Education and Home Instruction Teachers:
- Article 2 – Effective Period
 - Article 3 – Recognition
 - Article 7 – Union Dues
 - Article 20.0 1 – Provision of Information
 - Article 30 – Evaluations
 - Article 3 1 – Documents Respecting Performance or Conduct
 - Article 32 – Personnel Files
 - Article 33 – Management Rights, except 28.04 and 28.08
 - Article 34 – Grievance Procedure
 - Article 35 – Arbitration Procedure
 - Article 37 – Medical, Physical Procedures
 - Article 39 – Use of Employer Premises

ARTICLE 25 – ALTERNATIVE EDUCATION

25.01 Alternative Education includes credit programs delivered to students in the Alternative Education School(s) of the Employer. A qualified Teacher who is a member of the Bargaining Unit shall deliver these programs.

Alternative Education includes mixed classes of students who are over or under 21 years of age.

ARTICLE 26 – ITINERANT TEACHERS

26.01 A itinerant teacher is one who is required by the Employer to perform teaching duties at more than one work location on the same day. Such a teacher shall be reimbursed for necessary travel from the first location in the day to the last location in the day, at the rate per kilometre established by the Employer from time to time.

26.02 An itinerant teacher who teaches in two (2) or more schools on a daily basis shall have designated as the 'home school', the school in which the Teacher performs the greater share of the Teacher's assignment. The teacher shall be exempt from scheduled supervisory duties in any school other than the 'home school'.

26.03 Effective February 1, 2001, a teacher who successfully applies for a partial assignment in another location in order to increase assigned entitlement or who selects assignments in two or more locations to avoid redundancy is not an itinerant teacher for the purposes of this article.

ARTICLE 27 – MILEAGE TRAVEL COSTS

27.01 Approved travel costs of a teacher on Employer business shall be reimbursed at the rate per kilometre established by the Employer from time to time.

ARTICLE 28 - TEACHER RESIGNATIONS

28.01 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 thirty (30) days in advance of the last day of the semester, term or school year.

ARTICLE 29 - EVALUATIONS

29.01 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 another Board employee.

29.02 The Employer 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) Any self-evaluation shall be for formative evaluation only;
- d) A meeting shall be held to review and discuss the evaluation, prior to the final evaluation report;
- e) The final evaluation report shall be given to the teacher within thirty (30) days of the last visitation date;
- f) The teacher's signature on the report shall indicate the receipt of the document only. The teacher shall have the right to review, sign, and make written comments regarding the report, which shall be attached to the report.

ARTICLE 30 - DOCUMENTS RESPECTING PERFORMANCE OR CONDUCT

- 30.01 Copies of any documents respecting the performance or conduct of a teacher shall be given to the teacher.
- 30.02 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.
- 30.03 If a teacher disputes the accuracy or completeness of information in the personnel file the Employer 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.
- 30.04 Where the Employer amends such information, the Employer shall at the request of the teacher attempt to notify all persons who received a report based on inaccurate information.

ARTICLE 31 - PERSONNEL FILES

- 31.01 The personnel file pertaining to a teacher shall be maintained in the Human Resources Department of the Employer. 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.
- 31.02 A teacher shall be entitled, upon request, to copies without cost, of any materials contained in the teacher's personnel file.
- 31.03 Where a teacher **authorizes**, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf, the Employer shall provide such access by appointment, as well as copies of materials contained therein.

ARTICLE 32 - MANAGEMENT RIGHTS

- 32.01 It is the sole and exclusive right and obligation of the Employer 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 Employer agrees to exercise its rights in accordance with the prevailing statutes and regulations governing education in the Province of Ontario.
- 32.03 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.

32.04 Teacher-Board Relations Committee

- a) A teacher-board relations committee shall be established and composed of:
- four (4) representatives appointed by the Employer
 - four (4) representatives appointed by the Bargaining Unit

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

- b) 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 Employer and the Bargaining Unit.
- c) Meetings shall be convened within ten (10) working days of a written request by either party and such requests shall include a proposed agenda for the meeting.
- d) Reports and recommendations of the Committee shall be presented in writing to both the Employer 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.

32.05 Each teacher who is covered by this collective agreement agrees to permit the Employer 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 Employer 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.

32.06 Not later than November 15th of each school year, the Employer 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 Employer 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.

32.07 Policies and Procedures

32.07.01 The Employer agrees to consult with the Bargaining Unit prior to creating or modifying Employer policies and procedures which affect the status or working conditions of secondary teachers.

32.07.02 The Employer agrees to provide a copy of its policies and procedures to the President of the Bargaining Unit.

32.08 Probationary Period

Each teacher who is newly hired by the employer shall serve a probationary period of one school year or equivalent.

During the probationary period, the teacher's performance shall be evaluated by appropriate supervisory staff to determine whether the teacher 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 33 - GRIEVANCE PROCEDURE

33.01 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.

33.02 The only parties to a grievance are the Employer and the Bargaining Unit.

33.03 Where reference is made to "days", it shall mean regularly scheduled work days for teachers.

33.04 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.

33.05 The Employer and the Administration shall cooperate with the Bargaining Unit in the investigation and the attempted resolution of any grievance.

33.06 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.

33.07 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.

33.08 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 Administrator 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 Administrator of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall respond to District 26 OSSTF, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to District 26, OSSTF, it may within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

33.09 Timelines may be extended or waived by mutual agreement in writing.

33.10 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.

33.11 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.

33.12 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 34 - ARBITRATION PROCEDURE

- 34.01 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.
- 34.02 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.
- 34.03 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.
- 34.04 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.
- 34.05 The costs of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 34.06 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.
- 34.07 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.
- 34.08 The parties agree that a sole arbitrator or a Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties and take whatever action, or make whatever decision it considers just and equitable in the circumstances.

ARTICLE 35 – ACTING ADMINISTRATORS

Teacher In-Charge

- 35.01 The parties agree that a teacher who is a member of the Bargaining Unit may substitute for an absent Principal or Vice-Principal for a period of not less than (1) one day on a temporary basis not to exceed (40) forty days in the school year. The Employer shall ensure that the Teacher In-Charge is protected with adequate liability insurance while in the acting role. The Teacher In-Charge shall be paid forty dollars (\$40) per day in addition to the teacher's regular grid salary and allowances.
- 35.02 The Teacher In-Charge shall continue to be entitled to all the terms and conditions of the Collective Agreement.
- 35.03 When necessary, an Occasional Teacher shall be hired to replace a classroom teacher acting as the Teacher In-Charge. Appointment of a Teacher In-Charge shall not result in additional duties for another Bargaining Unit member.
- 35.04 Nothing in this Article prevents a teacher from returning to the teacher's duties within the Bargaining Unit subject to forty -eight (48) hours written notice to the Employer.
- 35.05 A Teacher In-Charge shall not perform duties that involve evaluation or discipline of another member.

Acting Principal/Vice-Principal

- 35.06 When a Principal or Vice-Principal will be absent from the school for a period of less than one school year, the Employer may appoint a member of the Bargaining Unit as an Acting Principal or Vice-Principal to fulfill the duties of the absent administrator.
- 35.07 The Acting Principal/Vice-Principal shall be paid at the starting grid rate for the position, prorated for the period of the acting assignment and shall be subject to the same working conditions as a Principal/Vice-Principal in that school for the period of the acting assignment.
- 35.08 The Bargaining Unit member shall be entitled to return to the member's former position if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the term as acting Principal or Vice-Principal does not exceed 193 work days, within 3 school years.
- 35.09 Nothing in this Article prevents the member from returning to the member's Bargaining Unit position with ten (10) working days written notice.
- 35.10 An acting Principal or Vice-Principal shall not make any summative judgement on the performance or conduct of a Bargaining Unit member.

35.11 The Acting Principal or Vice-Principal shall continue to accrue seniority, participate in insured benefit plans, and shall continue to pay union dues and levies in accordance with the provisions of this Collective Agreement.

ARTICLE 36 - MEDICAL, PHYSICAL PROCEDURES

36.01 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 37 – PROFESSIONAL DEVELOPMENT FUND

37.01 The Employer shall establish a professional development fund for the teachers employed in the secondary panel to be applied in each school year for the benefit of improving the delivery of educational programs and services to the secondary school students.

37.02 Effective **September 1, 2001** the annual amount allocated to this fund shall be established at one hundred and fifty (\$150) dollars times the number of full-time equivalent teachers.

37.03 The fund shall be administered by a joint committee comprising:

- The President of District 26 OSSTF or designate
- One representative of the Secondary School Administrators' Association
- Two representatives at large from the secondary panel as selected by the Bargaining Unit
- The Director or designate
- One Supervisory Officer

37.04 In the event that the fund is not fully expended or allocated in any one school year, any unexpended or unallocated balance shall be carried forward into the succeeding school year.

37.05 Occasional Teacher cost, if any, resulting from a teacher's attendance at a PD activity approved by the committee, shall be charged to the PD fund.

ARTICLE 39 – USE OF EMPLOYER PREMISES

- 39.01 The Employer shall provide bulletin board space at an appropriate location in each work place upon which the Bargaining Unit may post notices relating to matters of interest to its members.

- 39.02 Upon reasonable notice and subject to availability, the Bargaining Unit will be permitted to use school facilities for meetings of Bargaining Unit members outside members' assigned time. Any additional direct cost associated with such use shall be reimbursed to the Employer by the Bargaining Unit.

- 39.03 The Employer shall provide at no cost to the Bargaining Unit access to the Employer courier system at the District Office and at the Employer's secondary schools.

ARTICLE 40 - PRINTING & DISTRIBUTION OF AGREEMENT

- 40.01 Forty-eight (48) hours before a ratification vote by the Teachers, the Employer shall provide enough copies of the settlement, paid for by the Employer, for each member of OSSTF District 26 Bargaining Unit.

- 40.02 The Employer shall provide an additional fifty (50) copies of the settlement to the President of the Bargaining Unit.

Letter of Understanding Between
The Upper Canada District School Board
And
The Ontario Secondary School Teachers' Federation
Representing
OSSTF District **26** – Teachers' Bargaining Unit

Prior to the decision of the Employer to close a Secondary School, the parties shall form a committee with equal representation from the Employer and the Bargaining Unit to agree upon a process for the placement of the teachers at that school for the school year following the closure. Failing agreement on a process, the provisions of Article 21 – Surplus and Redundancy, shall apply.

Dated at _____, Ontario, this _____ day of December, 2000

For the Union

For the Employer

Letter of Agreement
Between
The Upper Canada District School Board
And
The Ontario Secondary School Teachers' Federation
Representing
OSSTF District 26 – Teachers' Bargaining Unit

All teachers are to receive credit for on-calls and assigned supervision during the period September 1, 2000 to ratification of the collective agreement. Such credit shall be applied towards the number of half-periods set out in Article 13.09.

Dated at _____, Ontario, this _____ day of December, 2000

For the Union

For the Employer

Letter of Understanding
Between
The Upper Canada District School Board
And
The Ontario Secondary School Teachers' Federation
Representing
OSSTF District 26 – Teachers' Bargaining Unit

This Letter of Understanding applies to all Bargaining Unit members who, prior to amalgamation, were employed by the former Lanark County Board of Education or after amalgamation were hired in the Lanark County Division and were entitled to differential retirement gratuity plans dependent on their respective dates of hire after August 31, 1978.

The Employer and the Bargaining Unit agree to establish a committee, of equal representation to review the various Plans previously available with a view to determine the feasibility of re-designing the former Lanark County Board Plan which would allow members the opportunity to join a common plan.

The committee shall meet a minimum of four times and shall report its recommendations for accommodation to the Employer and the Bargaining Unit not later than April 30, 2001.

The Employer agrees to share all relevant documentation regarding the gratuity reserve fund set aside at OTG for the former Lanark members with the Bargaining Unit, including the secondary share of that fund.

The recommendation of the committee shall not be effective unless ratified by both of the parties.

The contents of this letter are **grievable and arbitrable**.

Dated at _____, Ontario this _____ day of December 2000.

For the Union

For the Employer

