

Collective Agreement

Between

SOURCE	Board
Eff.	2008 09 01
Term.	2012 08 31
No. of employees	900
Initial	ML

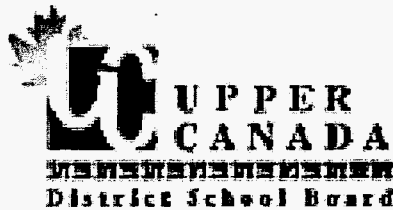
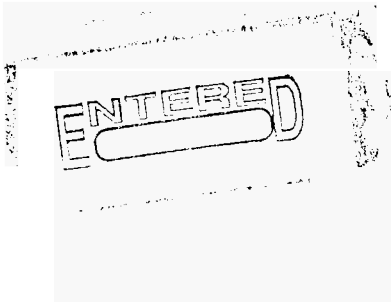


The Ontario Secondary School Teachers' Federation
(hereinafter called "OSSTF" or "Union")

representing

The Secondary Teachers of District 26 of the OSSTF
Employed by the Board
(hereinafter called the "Bargaining Unit")

And



The Upper Canada District School Board
District Board #26
(hereinafter called "Employer" or "Board")

September 1st, 2008
to
August 31st, 2012

11237(05)

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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, including teachers on a Letter of Permission during the currency of the letter of permission 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 endeavour 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, 2008 and shall continue in force up to and including August 31, 2012 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, including temporary teachers (teachers on a Letter of Permission) as defined in the Education Act, who are employed in its secondary panel.
- 3.01.01 The Surplus and Redundancy provisions (Article 21) shall not apply to temporary teachers.
- 3.01.02 Should a temporary teacher, while on the currency of a Letter of Permission, receive an Interim Certificate of Qualifications or Certificate of Qualifications from the Ontario College of Teachers, the temporary teacher shall
- a. no longer be considered a temporary teacher and shall be considered a teacher under the Education Act;
 - b. have an entitlement; and
 - c. have rights to the Surplus and Redundancy provision recognized at the date of their certification.
- 3.02 OSSTF members 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. These positions may also be referenced as “out of school assignments”.

- 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 as per the following:
- Effective September 1, 2008: Certification Plan as of September 2007
Effective September 1, 2009: Certification Plan as of September 2008
Effective September 1, 2010: Certification Plan as of September 2009
Effective September 1, 2011: Certification Plan as of September 2010
- 4.02 It shall be incumbent upon the teacher to provide documented proof in the form of a Group Rating Statement from the OSSTF as to the teacher's appropriate group classification in accordance with Article 4.01 hereof.
- 4.03 A 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.

5.03

5.03.01

Effective September 1, 2008, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	42,382	43,524	45,724	48,490
1	44,661	46,036	48,647	51,822
2	46,940	48,668	51,572	55,159
3	49,219	51,300	54,494	58,493
4	51,496	53,928	57,416	61,828
5	53,774	56,560	60,772	65,169
6	56,055	59,189	64,125	68,512
7	58,685	61,821	67,483	71,853
8	61,314	64,452	70,838	75,195
9	64,353	67,494	74,585	78,994
10	67,387	70,538	78,330	82,795
11	70,425	73,581	82,077	86,594

5.03.02

Effective September 1, 2009, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	43,654	44,830	47,096	49,945
1	46,001	47,418	50,107	53,377
2	48,349	50,129	53,120	56,814
3	50,696	52,839	56,129	60,248
4	53,041	55,546	59,139	63,683
5	55,388	58,257	62,596	67,125
6	57,737	60,965	66,049	70,568
7	60,446	63,676	69,508	74,009
8	63,154	66,386	72,964	77,451
9	66,284	69,519	76,823	81,364
10	69,409	72,655	80,680	85,279
11	72,538	75,789	84,540	89,192

5.04 Each teacher shall be placed on the salary schedule in accordance with their category rating statement and recognized years of teaching experience. Until a category rating statement has been provided by the teacher, such teacher shall be paid on Group 1 of the salary schedule.

5.04.01 Should a temporary teacher, while on the currency of a Letter of Permission, receive an Interim Certificate of Qualifications or Certificate of Qualifications from the Ontario College of Teachers, the temporary teacher shall be retroactively paid to the date of hire as a temporary teacher, at the appropriate Group.

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

5.03.03

Effective September 1, 2010, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	44,964	46,175	48,509	51,444
1	47,382	48,841	51,611	54,979
2	49,800	51,633	54,714	58,519
3	52,217	54,425	57,813	62,056
4	54,633	57,213	60,914	65,594
5	57,050	60,005	64,474	69,139
6	59,470	62,794	68,031	72,686
7	62,260	65,587	71,594	76,230
8	65,049	68,378	75,153	79,775
9	68,273	71,605	79,128	83,805
10	71,492	74,835	83,101	87,838
11	74,715	78,063	87,077	91,868

5.03.04

Effective September 1, 2011, the salary schedule for every teacher shall be as follows:

Years of Experience	Group 1	Group 2	Group 3	Group 4
0	46,313	47,561	49,965	52,988
1	48,804	50,307	53,160	56,629
2	51,294	53,182	56,356	60,275
3	53,784	56,058	59,548	63,918
4	56,272	58,930	62,742	67,562
5	58,762	61,806	66,409	71,214
6	61,255	64,678	70,072	74,867
7	64,128	67,555	73,742	78,517
8	67,001	70,430	77,408	82,169
9	70,322	73,754	81,502	86,320
10	73,637	77,081	85,595	90,474
11	76,957	80,405	89,690	94,625

- 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 shall be recognized 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 sum of experience calculated in a, b, c above results in partial years 0.5 or greater shall be rounded up and 0.4999 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, full-time teaching, part-time teaching and periods of less than a year shall be accumulated.

Effective on and after September 1, 2002, a part-time teacher who obtains an additional assignment as a long-term occasional teacher of the Employer, shall have such teaching experience recognized for the purpose of advancing on the salary schedule.

- a. Such experience outlined above shall be added to previously accumulated experience. Where the accumulated total results in partial years, 0.5 or greater shall be rounded up and 0.499 or lesser shall be rounded down.
- b. In no event shall the accumulation of such experience exceed one full year's credit within the period from September 1 to August 31, inclusive.
- c. Incremental advances on the salary grid shall be implemented as of September 1st of each year.

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 below:

	Effective Sept 1, 2008	Effective Sept 1, 2009	Effective Sept 1, 2010	Effective Sept 1, 2011
A Master's Degree	\$964/a	\$993/a	\$1,023/a	\$1,053/a
Ph.D. or Doctorate	\$1,328/a	\$1,368/a	\$1,409/a	\$1,451/a

5.07.01 In no case shall a teacher receive more than one (1) allowance under this article. An eligible teacher holding a Ph.D. degree or Doctorate will be paid for the higher degree only.

5.07.07 The onus shall be on the teacher to provide a statement that a degree other than from a Canadian university is recognized by a Canadian university or by the Ontario Ministry of Education.

	Effective Sept 1, 2008	Effective Sept 1, 2009	Effective Sept 1, 2010	Effective Sept 1, 2011
A Master's Degree	\$1,250/a	\$1,288/a	\$1,327/a	\$1,366/a
Ph.D. or Doctorate	\$1,443/a	\$1,486/a	\$1,531/a	\$1,577/a

	Effective Sept 1, 2008	Effective Sept 1, 2009	Effective Sept 1, 2010	Effective Sept 1, 2011
Program Leaders	\$3,967/a	\$4,086/a	\$4,208/a	\$4,334/a

	Effective Sept 1, 2008	Effective Sept 1, 2009	Effective Sept 1, 2010	Effective Sept 1, 2011
Coordinators	\$6,180/a	\$6,365/a	\$6,556/a	\$6,753/a

5.10 No teacher covered by this agreement shall be paid more or less than any other teacher of equal qualifications, recognized experience and responsibility.

5.11 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 instalments. 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 thirty (30) days of the termination of employment or 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 ¹ Collective Agreement, other than salary, up to date of retirement/resignation or commencement of the leave. Salary shall be prorated accordingly.
- 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.

ARTICLE 7 - UNION DUES

- 7.01 Pursuant to the Ontario Labour Relations Act on each pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining unit and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 7.02 The OSSTF dues deducted in 7.01 shall be remitted to the
Treasurer of OSSTF
60 Mobile Drive
Toronto, Ontario
M4A 2P3
no later than the fifteenth (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 (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. 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 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 The seniority list shall be ordered such that the most senior teacher is at the top of the list and the most junior is at the bottom.

9.04 The seniority list shall be made available electronically through a link found on the main page of the Board's Intranet (INSITE) with an electronic copy forwarded to the President of the Bargaining unit no later than March 1st of each school year.

9.05 On the seniority list, teachers shall have identified their first day worked after last being hired, their assigned workplace and their entitlement.

9.06 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 electronically through a link found on the main page of the Board's Intranet (INSITE) with an electronic copy forwarded to the President of the Bargaining unit 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.

9.07 Newly hired teachers shall be added to the seniority list based on their first day of work and tie breaking criteria as outlined in 9.08.

9.08 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 Canada; THEN
- iv) total years of secondary Long-Term Occasional teaching experience in Canada; THEN
- v) by lot conducted by the Director of Education or designate and the Bargaining Unit President or designate.

The above criteria shall be applied and shown on the seniority list in advance for all teachers identified in clause 9.05.

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

Effective September 1, 2009, the following provisions shall be in effect and shall be applied:

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 22 to 1. For each school year, based on a projected secondary ADE enrolment, the number of FTE classroom teachers delivering credits, TR Leger and the Eastern Ontario Education and Training Centre Prescott-Russell Tri-Board shall be not less than the quotient of such projected ADE enrolment and 19.00, subject to any applicable amendments to the Education Act or regulations.

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

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 Section 23 programs, 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 The number of FTE staff allocated to schools for credit courses shall be used in the area for which it has been allocated.

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:

- three (3) Union representatives, as designated by the President 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, non-credit Special Education and Student Success.

Following review of the system and school allocations by the Joint Secondary Staffing Review 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 each school's allocation to classroom credit courses, Guidance, Library, non-credit Special Education, and Student Success 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 class size data records for co-op education teachers;
 - 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 three weeks following the commencement of second semester.

ARTICLE 13 - TEACHER WORKLOAD

Effective September 1, 2009, the following provisions shall be in effect and shall be applied:

- 13.01 Each full-time Teacher shall be assigned a maximum of 6.0 periods in a school year.
- 13.01.01 In schools where Multi-Subject Instructional Periods (MSIP) exist, assignments in one 60-minute period shall count as one period of assignment.
- 13.01.01.01 For each period of assignment defined in 13.01 allocated in a semester, a teacher shall be assigned an additional 22.5, 60-minute periods in that same semester. Such additional assignments shall be to an MSIP period.
- A teacher assigned to a non-credit course in a semester may be assigned, in lieu of MSIP periods, the additional 22.5, 60-minute periods within the same non-credit course assignment in that same semester. The teacher shall be advised prior to the beginning of the semester.
- A teacher shall not be assigned more than one MSIP period (or equivalent) per day.
- 13.01.01.02 No more than 33 students shall be allocated to any one MSIP period. Effective September 1, 2010, no more than 31 students shall be allocated to any one MSIP period.

13.01.02 When making such assignments to a Teacher, the Principal shall limit the number of half-credit assignments to two (2) per year and consider the preference of the teacher with respect to a half-credit assignment. Upon consent, in writing, a teacher may accept more than two (2) half-credit assignments per year.

13.01.03 The Principal shall make every reasonable effort to limit a teacher's assignment of multi-level, multi-grade or multi-subject courses to one per year.

13.02 To ensure the safety of students and to support the learning environment, teachers will be assigned additional Alternative Professional Assignments which shall be comprised of a combination of on-calls, student supervision, student mentorship and teacher mentorship.

13.02.01

Effective Date	# of half-periods (37.5 minute) in Non-MSIP School	# of half-periods (30 minute) in MSIP School
Sept 1, 2008	52	65
Sept 1, 2009	48	60
Sept 1, 2010	45	56
Sept 1, 2011	42	52

13.02.02 No more than 60 percent of the half-periods as outlined in Article 13.02.01 shall be assigned as on-calls to any teacher.

13.02.03 Supervision assignments may include study hall, lunch duty, Computer Site Administration, bus supervision, and/or other supervision of students, as determined by the Principal in consultation with the in-School Staffing Committee. All such supervision assignments will be distributed equitably amongst teachers.

13.02.04 A teacher shall not be assigned more than one (1) half period of supervision, or on-call in a day or more than two (2) half periods in one week.

Notwithstanding the above, upon mutual agreement between the teacher and the principal, a teacher may be assigned two (2) half periods of on-call, or a half period of supervision with a half period on call, in one day.

13.02.05 Alternative Professional Assignments shall be exclusive of the daily 5-minute home form and shall be assigned within the school day.

13.03

# of Periods assigned during the School Year	Yearly FTE Status
6	1.00
5	0.83
4	0.67
3	0.50
2	0.33
1	0.17

- 13.04 Teachers shall not be assigned duties during the instructional day, other than those outlined above. Time during the instructional day not assigned shall be used by the Teacher for preparation, marking and related professional duties. Time not assigned shall not be less than 4 periods per a 5 day work week.
- 13.05 Except by mutual agreement of the classroom teacher, the Board and the Bargaining Unit, no Teacher shall be assigned more than 3.0 of the 6.0 assignments as per article 13.01, in a semester.
- 13.06 Unless otherwise agreed by the Employer and the Bargaining Unit, periods shall not exceed 75 minutes in length on average per day.
- 13.07 No Teacher shall be assigned more than 225 consecutive minutes of time without a break of a minimum of ten (10) consecutive minutes.
- 13.08 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 10:00 a.m. to 1:30 p.m. in schools where the first instructional period normally begins prior to 8:30 a.m., 10:30 a.m., and 2:00 p.m. otherwise.
- 13.09 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.
- 13.10 The following maximum class sizes shall not be exceeded:

	Effective Sept 1, 2009		Effective Sept 1, 2010		Effective Sept 1, 2011	
	Max	Flex	Max	Flex	Max	Flex
University	30, +2		30, +1		29, +1	
Academic	29, +1		28, +1		27, +1	
University/College	28, +2		28, +1		27, +1	
College	28, +1		28, +1		27, +1	
Applied, Open (intermediate level)	25, +1		24, +1		23, +1	
Open (senior level)	27, +1		27, +1		26, +1	
Workplace	19, +1		19, +1		18, +1	
Essential, Pathways, Workways, Literacy, Learning Strategies, PAL/Transitions	15, +1		15, +1		14, +1	
Technical Shops*, Family Studies practical classes where equipment being used poses a safety hazard	19, +1		19, +1		18, +1	
Co-op (each 1.0 credit assigned to a co-operative education teacher shall be deemed equivalent to a 1.0 pupil)	25, +1		25, +1		24, +1	

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

- 13.10.02 Prior to the twelfth (12th) working day of the first and second semester, a class may exceed the maxima outlined in this article.
- 13.10.02.01 By the twelfth (12th) working day of the first and second semester, an individual teacher's class size may be no more than the maximum, plus the applicable flexibility for that class and no teacher's total number of students in a semester shall exceed the sum total of the applicable maxima (excluding the applicable Flexibility), plus three (3) students.
- 13.10.03 Students registered and assigned to a teacher in a semester for 3-credit or 4-credit co-op shall, for the purposes of counting maximum class size, count as 2.0 credits, provided the teacher is only assigned co-op in that semester or provided the teacher is assigned two (2) periods of co-op in that semester and both periods are either scheduled in the morning or in the afternoon.

In order to fulfill these duties, the co-op teacher shall be deemed to have completed the following number of APAs in that semester:

$$\left[\frac{\text{(prorated yearly APA totals)} \times \text{(the number of co-op periods assigned in that semester)}}{\text{divided by (the total number of periods assigned in the year)}} \right]$$

The co-op teacher shall also be deemed to have completed the following number of MSIP assignments in that semester:

$$\left[\text{(22.5 periods of MSIP)} \times \text{(the number of co-op periods assigned in that semester)} \right]$$

- 13.10.04 The Employer and the union shall work cooperatively to monitor the application of the class size maxima. In doing so, the Employer shall provide OSSTF with reports and data that may be agreed by the parties and actual counts of the co-op credits assigned to each co-op teacher for each co-op period, initialled by the Principal and the co-op teacher.

The Joint Secondary Staffing Review Committee shall decide the class size for any course that appears not to fit within the parameters of the chart.

- 13.11 Mixed Schools
OSSTF member's assigned workload below the grade 9 level shall be required to provide consent, in writing, prior to beginning of the assignment, annually.

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

15.01.01 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 for full-time teachers, optional for part-time teachers);
- dental care (mandatory for full-time teachers, optional for part-time teachers);
- 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 there shall be a Joint OSSTF-Employer Benefits Committee composed of two (2) representatives appointed by each party. The committee shall meet at least twice per school year to review all information related to these benefits plans. The committee can recommend changes to the current benefit plans. Any change to the current plan recommended by the committee is subject to ratification by the Bargaining Unit.

15.02 Group Life Insurance

15.02.01 The Employee shall pay 100% of the cost of the premium of basic group life insurance, based on one (1) times annual salary, rounded to the next highest thousand dollars (\$1000), of the Bargaining Unit member.

15.02.01.01 Teachers shall be eligible to receive this benefit during the period from September 1 to August 31, inclusive, if premiums were paid on behalf of that teacher in that period of time.

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 Care and Dental Care

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

- 15.03.02 The Employer shall pay 100% of the premium costs for each full-time 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 Eligibility of Part-time Teachers for Extended Health Care and Dental Care
- 15.04.01 Part-time teachers whose yearly FTE employment status is 0.5 or greater shall be eligible to participate in full coverage of the extended health and dental care plans, for the period commencing September 1 and ending August 31.
- 15.04.02 Prior to September 1 of each school year or at a point of hire (whichever is later), the Employer shall solicit such part-time teachers to determine if they will participate in full coverage of these benefits. The Employer shall indicate to the part-time teacher, the expected teacher's portion of contribution to premiums.
- 15.04.03 The Employer shall pay the percent of the premium costs for extended health and dental care plans equal to the part-time teacher's yearly FTE employment status in the school year. The part-time teacher shall pay the difference between the Employer's premium contribution and the total premium costs for full coverage in such plans. The Employer shall deduct such payments in equal amounts from the part-time teacher's pays in accordance with the current deduction schedule.
- 15.04.03.01 Notwithstanding 15.04.03, a part-time teacher whose yearly employment status is 0.5 and is assigned in one semester only, shall have 100% of the benefits premiums paid by the Employer during the semester the teacher is active. Such member shall have the option of maintaining benefit coverage in the remainder of the year at their sole expense. The teacher will remit to the Employer, on a monthly basis, the following month's premium to cover this period.
- 15.04.04 Part-time teachers who increase their yearly employment status during the school year, shall have the amounts in 15.04.03 reflected and adjusted effective the date they assume their increased duties resulting from an increase in employment status.
- 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.
- 15.05.02 Upon written notification by OTIP, the Employer shall cease premium deductions for a teacher who has been deemed by OTIP to be ineligible for Long Term Disability Insurance contingent on the criteria outlined in the OTIP LTD plan. The Employer shall report to OTIP the amount of premiums deducted since the ineligibility date.
- 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

16.0 Each full-time teacher who is actively employed shall be credited with twenty (20) days sick leave on the first 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, in accordance with the following table:

Teacher Yearly Employment Status	# of Sick Leave Days credited
1.00	20
0.83	17
0.67	13.5
0.5	10
0.33	7

16.03

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 Board of the Upper Canada District School Board or another collective agreement with the Upper Canada District School board 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 electronically on or about November 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 A teacher retiring from the teaching profession for the reason of health or age (the age at which a teacher is in receipt of a pension from the Teacher's Pension Plan Board), or any reason approved by the Board after (10) or more years of continuous service with the Board or predecessor Boards, shall be entitled to a retirement gratuity to a maximum of two hundred (200) days calculated using the following:

Length of Service in years (maximum 20 years)	+5	X	Sick Day Credits (Maximum 200 days)	X	Annual salary at the time of retirement
50					200

16.10.01.01 Notwithstanding, any teacher hired prior to January 1, 1998 by the Leeds-Grenville, predecessor Board, shall be deemed, for the purposes of Article 16.10.01, to have 10 years or more of continuous service and shall be deemed to have 20 years of length of service for calculation purposes.

16.10.01.02 Notwithstanding, any teacher hired by the Lanark predecessor Board on or after September 1, 1978 (excluding those teachers on the permanent or probationary staff as of August 31, 1978) and prior to January 1, 1998, shall, effective September 1, 2004, receive a retirement gratuity calculated in 16.10.01.

Any teacher on the permanent or probationary staff as of August 31, 1978 in the former Lanark predecessor Board shall receive a retirement gratuity calculated in 16.10.01, OR

Number of Years' Continuous Service (Maximum 25)	X	Last Annual Salary Rate
100		

...whichever produces the greater result.

16.10.02 The retirement gratuity shall not exceed an amount equal to one-half (1/2) the annual salary of the teacher at the time of retirement.

16.10.03 In the event of the death of a teacher, either before or after retirement, benefits, if any, arising from this plan shall be paid to the named beneficiary in a letter sent to the Board by the teacher. If no letter has been sent to the Board by the teacher, benefits shall be paid to the estate of the deceased teacher.

16.10.05 Teachers who meet the definition for retirement as defined above and are in the last calendar year within which they are eligible for the commuted value of their pension, and take the commuted value of their pension, are deemed upon their retirement to be retired with pension and are eligible for their retirement gratuity in accordance with Article 16.10 of this collective agreement.

Note: It is understood that a teacher who has retired from the Board under Article 16.10.01 who has taken commuted value under Article 16.10.05 shall not be eligible to receive another retirement gratuity.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Short-term Leaves
A teacher shall be granted a leave of absence with continuation of salary, benefits, and other entitlements in the following circumstances.

17.01.01 Bereavement and/or matters relating to the death of:

- 1) a spouse, parent, ward or a person in loco parentis, sibling, child, mother-in-law, father-in-law; a maximum of five (5) working days inclusive of burial at a later date.

- 2) a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild; a maximum of three (3) working days inclusive of burial at a later date.
- 3) an aunt, uncle, niece, nephew, spouse's grandparents or a close friend; a maximum of one (1) working day.

Note: When the burial is occurring at a later date, a request for leave must be provided to the Principal 48 hours prior to the day of the leave.

- 17.01.02 The serious illness of a spouse, child or parent, up to a maximum of two (2) days.
- 17.01.03 For working days on which the teacher is required to serve as a juror.
- 17.01.04 For working days on which the teacher is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- 17.01.05 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.
- 17.01.06 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.
- 17.01.07 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.
- 17.01.08 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 the 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.
- 17.02 At the discretion of the Director of Education or designate, extension of leaves may be approved for a teacher on the terms and conditions as indicated in the written response to the request.
- 17.03 Family Medical Leave
- 17.03.01 A teacher shall be entitled to a Family Medical Leave as described in the Ontario Employment Standards Act.
- 17.03.02 A teacher on Family Medical Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the member been actively employed, including, but not limited to, accumulation of credit for sick leave, seniority, and experience, and participation in benefits.
- 17.03.03 A teacher returning from Family Medical Leave shall be re-instated to the same position held in the same worksite prior to the leave, subject to the application of Surplus/Redundancy provisions.
- 17.04 Union Leaves
- 17.04.01 Leave of absence with continuation of salary, benefits and other entitlement shall be granted for Union 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 1.0 only.

- b) Written request to the Director of Education not later than May 15th in the school year preceding the leave identifying the teachers who will be on Union leave.
- c) Re-imbursement 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 Union 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 Union 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 31" in the school year preceding the commencement of the leave.

b) A teacher returning from a provincial Union leave shall ~~so~~ notify the Director of Education in writing on or before March 31" in the school year preceding the return to teaching duty.

c) On return from Union 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 17.05.01 a), the Employer may grant leave for (an) additional term(s).

17.05.02 Upon application to the Superintendent of Human Resources or Designate, by the OSSTF District 26, release time shall be granted to teachers to carry out Union 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 Union 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 rate received by the Employer from its Chartered Bank and shall be calculated and credited in accordance with the chartered bank's regular schedule. Interest to be paid by the teacher on money advanced by the Employer shall be calculated in the same manner.

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 Superintendent of Human Resources or designate not later than March 1st 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 or semester 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 Teacher's 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 Superintendent of Human Resources of written notification of withdrawal.

A member who is approved for self-funded leave on or after the date of ratification, and subsequently withdraws shall be subject to a \$200, one-time, administrative fee. This fee may be waived by the Superintendent of Human Resources if there are extenuating circumstances, which cause the member to withdraw from the plan.

- b) A declaration of redundancy shall be deemed to be written notice of withdrawal delivered to the Superintendent of Human Resources 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 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 or designate. Teachers shall not be allowed to reduce their teaching time in more than three (3) 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/Redundancy provisions.

- 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 Worker's Safety and Insurance Act the Employer will supplement such compensation payments to the teacher to the full salary of the teacher. It is understood that such a teacher shall incur no loss of sick leave or seniority, and shall also continue to receive benefits and other entitlements outlined in this collective agreement.

17.09 Unpaid Leaves of Absence

- 17.09.01 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 April 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 or site 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 and 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 in accordance with Article 15.

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 or designate 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 or licensed midwife 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 or licensed midwife 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 endeavour 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 fifty-two (52) 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 thirty-five (35) consecutive weeks, if the employee took a pregnancy leave, and thirty-seven (37) consecutive weeks, otherwise. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves.
- 18.05 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.
- 18.06 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.
- 18.07 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/Redundancy provisions. For leaves granted under 18.01, 18.02, and 18.03, the teacher shall endeavour 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.
- 18.08 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.
- 18.09 Subject to the surplus/redundancy provisions and just cause provisions of this agreement, the Employer may not terminate or declare surplus or redundant an employee entitled to pregnancy and/or parental leave.
- 18.10 Part-time employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 18.11 Nothing in this article shall remove from an employee any entitlement under the Employment Standards Act.
- 18.12 Parenting Leave
A teacher shall be entitled to a parenting 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 the 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 custody, care and control of the child for the first time or at the time of taking legal custody.

18.13

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 each leave by fifty-two (52).

Employees not subject to Employment Insurance benefits under S.38 of the Employment Insurance Act will receive an equivalent level of top-up benefit in accordance with the Quebec entitlement (QPIP).

- b) Pregnancy Leave

During the qualifying period of two (2) weeks in which no employment insurance benefits are payable, the Employer shall pay one hundred (100%) percent of the teacher's regular weekly earnings, (or as in the case of the QPIP, the Employer shall pay a weekly supplement equal to the difference between 100 percent of the teacher's weekly earnings and the weekly amount of the employee insurance benefit received). For the next four (4) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly supplement equal to the difference between one hundred (100) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received. For the remaining eleven (11) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly Supplement equal to the difference between fifty-three (53) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received.

- c) Parental Leave

For employees taking parental leave, the Employer shall pay a weekly supplement equal to the difference between sixty-two (62) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received for a period of up to twelve (12) weeks. Should an employee be required to serve a two-week qualifying period in which no employment insurance benefits are payable during a period of parental leave, the Employer shall pay sixty-two (62) percent of the teacher's regular weekly earnings during this qualifying period and a weekly supplement equal to the difference between sixty two (62) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received for a further ten (10) weeks.

ARTICLE 19 - PROGRAM LEADERSHIP POSITIONS

- 19.01 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
- Supervision and/or co-ordination of subjects or programs within the area
- Assist teachers in the subject areas in maintaining proper standards and improving methods of instruction

- 19.02 It shall not be the responsibility of the Program Leader to make any summative judgment 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, nor to assess teachers' comments made on students' formal reports.

- 19.03 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.
- 19.04 All Program Leadership 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 Program Leadership structure, singly or in combination with other subject areas.
- 19.05 The number of Program Leaders allocated to each school shall be based on the projected ADE school enrolments as listed below:

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

- 19.06 In each school year, the Principal shall review the Program Leadership structure of the school, in consultation with the school staff.
- 19.07 Appointments as Program Leaders shall be for two (2) years. Incumbents may reapply at the end of their term.
- 19.08 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 Program Leadership positions.
- 19.09 No teacher shall hold more than one (1) Program Leadership position at any time, nor shall any Program Leadership position be shared between two (2) or more teachers.
- 19.10 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 or site for a period of five (5) teaching days.
- 19.11 A temporary vacancy shall be defined as a Program Leader position for which the current Program Leader is on an approved leave of absence, including LTD, for one semester or more.
1. When the Principal declares a temporary vacancy it shall be posted in the same manner and on the same terms as provided in Article 19.10 above.
 2. The temporary Program Leadership position shall not extend beyond the last day of the school year in which it arose.
 3. Upon return of the absent Program Leader, the temporary Program Leadership position shall terminate and the term of the Program Leader shall resume for the balance of the absent Program Leader's original term.
- 19.12 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.

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 to the Superintendent of Human Resources or designate.
- 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.
- 20.03 The Employer shall provide an employment information statement to teachers within a reasonable time following receipt of a written request.

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, school surplus procedures, and all other processes and procedures described in this Article and ensure that these processes and procedures are properly followed.
- 21.02 The Joint Secondary Staffing Review Committee shall annually establish dates for the processes and procedures in this Article, and may alter the dates in this Article, as required in a particular year.
- 21.02.01 The Surplus/Redundancy placement process shall begin after the conclusion of March Break and shall conclude no later than the fourth week in June.
- 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) immediately 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.
- 21.04 At least two weeks prior to the placement meeting, the Joint Secondary Staffing Review Committee shall be provided with the following information:
- 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 a reduction in teaching time for the next school year;
 - a list of staff who have reduced their entitlement effective the next school year;
 - a list of all teachers on the current seniority list, with their qualifications and deemed qualifications in accordance with article 21.03 above;
 - lists by school of teachers assigned to timetables, with the subjects or areas to which each teacher has been assigned for the next school year. Updated lists shall be provided;
 - a Surplus List including teachers who still remain on the Recall List
 - a list of staff who have submitted resignations or retirements during the current school year or effective the end of the school year. Updated lists shall be provided.

21.05 Teachers shall submit requests in writing for leaves and part-time teaching by April 1 each year to the Employer, with a copy to the school principal.

School Based Surplus Declarations

21.06 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.

21.06.01 When assigning teachers to sections in accordance with their entitlement, the Principal of TR Leger Adult/Alternative School shall give consideration to assign teachers to their preferred campus and program, if different than their current assignment.

21.06.01.01 A teacher from the TR Leger Adult/Alternative School shall not be assigned to a campus for the following school year that is greater than 60 km from their current campus except by written mutual agreement between the Principal and the teacher.

21.07 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 or deemed qualified in accordance with Article 21.03 to teach the program in the school.

21.07.01 In exceptional circumstances, the Principal may use the mutual consent provisions of the Education Act and Regulations to retain teachers who are above the line.

21.08 Any teacher declared partially surplus in an amount less than their entitlement

- 1) may choose to accept the assignment available should the assignment span over two semesters and be placed on a Leave of Absence ("LOA") for the balance of the teacher's entitlement in accordance with ; or
- 2) may choose to accept an assignment in one semester only and be made surplus ("Surplus") in the other semester for the balance of that teacher's entitlement in accordance with ; or
- 3) may choose to be fully surplus to the extent of the teacher's entitlement.

21.08.01 Teachers shall be given two working days to declare to their Principal which of the options in 21.08 they have chosen.

21.09 On the first Tuesday in May, teachers shall be informed, in writing, that they are surplus to school. Such correspondence shall include the amount the teacher is surplus and/or on Leave of Absence as a result of Article 21.08. The Employer shall forward copies to the President of the Teacher Bargaining Unit.

21.10 Each teacher declared surplus to school shall be placed on the Surplus List.

System-Wide Vacancy and Surplus List

21.11 The Surplus List shall be created, ordered from most to least senior, and shall include:

- the teacher's name;
- the teacher's home school;
- the teacher's seniority date;
- the teacher's qualifications;
- the teacher's deemed qualifications in accordance with Article 21.03 above;
- the FTE amount the teacher is surplus;
- the FTE amount the teacher is on Leave of Absence as a result of Article 21.08; and
- the teacher's entitlement.

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

21.12 Along with the surplus list, a list of vacancies for the following year shall be generated, based on information supplied by the Principals. The list shall contain the following information for each vacant section:

- School and in the case of TR Leger, site;
- subject area(s) including the division (Intermediate or Senior), or course code ;and
- restrictions (in specialized areas).

21.12.01 The Joint Secondary Staffing Review Committee shall be provided with the list of vacancies, including any updates.

21.13 Prior to the first placement meeting in 21.14, the Joint Secondary Staffing Review Committee shall be informed of any changes which might impact on a teacher who has been declared surplus in his/her school. The Joint Secondary Staffing Review Committee shall convene to monitor the implications.

Placement Meetings

21.14 A series of two (2) placement meetings of the Joint Secondary Staffing Review Committee shall occur beginning the third week of May and ending the first week of June.

Three working days prior to each placement meeting, vacant sections shall be posted on the Employer's website.

Vacant sections shall be made available to all teachers in the Bargaining Unit, including teachers wishing to transfer schools, increase their entitlement, on a leave of absence, or those on the Surplus List.

At each placement meeting, the Joint Secondary Staffing Review Committee shall be informed of each teacher's interest in vacant sections.

21.14.01 At the first placement meeting, the Joint Secondary Staffing Review Committee shall, by order of seniority, place teachers into posted vacant sections for which they have expressed interest provided the teacher is qualified or deemed qualified in accordance with 21.03 above, for the assignment.

21.14.02 At the second placement meeting, the Joint Secondary Staffing Review Committee shall, by order of seniority, place teachers into posted vacant sections for which they have expressed interest:

- a) provided the teacher is qualified or deemed qualified in accordance with 21.03 above, for the assignment; and/or

b) provided mutual consent has been granted to teachers on the Surplus List or to teachers on a leave of absence as a result of the Surplus/Redundancy process.

21.14.02.01 In assessing whether to offer mutual consent for any sections to an unqualified teacher, a Principal shall consider each teacher individually and in order of seniority and shall consider the following criteria:

- 1) professional learning standards, and/or
- 2) related experience, and/or
- 3) whether the most recent evaluation on file is below standard, and/or
- 4) whether any discipline within the previous 12 months that is not the subject of an unresolved grievance might materially affect the ability of the teacher to teach the section(s) without problems, and/or
- 5) the relevance of qualifications and/or prior teaching experience to the sections to be taught (although not meant to be or considered as proscriptive, two examples of many variations and possibilities include: English experience being assessed for teaching History, and vice versa, would be sufficiently relevant, but English experience for teaching Physics or Math, and vice versa, would not be sufficiently relevant).

“Professional Learning Standards” includes, but is not limited to, *Academic Programs completed or completing* (programs or courses offered through universities, colleges or other institutions or organizations that do not always lead to academic degrees), *Professional Networks accomplished* (partnering with business, industry, colleges and universities; contributing to subject councils, the work of the federations or other professional organizations), *Professional Contributions made* (participate in, present at, or organize conferences, workshops and institutes; contribute to a professional publication), *Professional Activities sustained* (reading educational books, and journals, participate in curriculum writing and/or assessment projects, conduct and publish action research projects); and/or

“Related Experience” includes those elements listed in professional learning gained or acquired from other areas or domains, including but not limited to, other employment, programs, or personal experiences.

21.14.03 Teachers shall be advised of their placement on the day following the placement meeting.

21.14.04 If a surplus teacher is placed in a position and their total assignment for the following school year is not to the extent of their entitlement, the teacher shall be placed on a Leave of Absence (“LOA”) and/or remain on the Surplus List (“Surplus”), in accordance with Appendix A.

21.15 If, after the placement meetings identified in article 21.14, a teacher remains on the Surplus List, he/she is placed, in order of his/her seniority, on the list of redundant teachers (Recall List). The list shall include the teacher’s name, school, FTE amount remaining surplus (excludes leave of absence), qualifications; including deemed qualifications, in accordance with Article 21.03 above.

The Recall List and all updates shall be made available to the Principals and the members of the Joint Secondary Staffing Review Committee.

21.16 Beginning in the second week of June, meetings of the Joint Secondary Staffing Review Committee shall occur for the displacement process. Redundant teachers, by order of seniority who are qualified or deemed qualified in accordance with Article 21.03, may, up to the extent of their entitlement, only fully displace the position of the largest FTE position held by the least senior teacher who has retained a position in a school:

- a) within a 50 kilometre radius of the school from which the teacher of greater seniority was declared redundant; or
- b) within 51 to 100 kilometre radius of the school from which the teacher of greater seniority was declared redundant; or
- c) outside of a 100 kilometre radius of the school from which the teacher of greater seniority was declared redundant.

21.16.01 The redundant teacher shall be advised of the three options identified in Article 21.16 above along with any vacancies for which the teacher is qualified or deemed qualified in accordance with Article 21.03 that remain from the placement meetings outlined in Article 21.14 or that may have arisen as a result of the application of Article 21.16, and may choose to accept one of the options.

21.16.02 If the redundant teacher accepts the position and their total assignment for the following school year is not to the extent of their entitlement, the teacher shall be placed on a Leave of Absence (“LOA”) and/or remain on the Recall List (“Recall”), in accordance with Appendix A.

21.16.03 The displaced least senior teacher shall be considered redundant to the system and be placed on the Recall List. If such a teacher is not the least senior teacher in the Board, given their qualifications or deemed qualifications in accordance with Article 21.03, they shall be placed in accordance with the provisions outlined in this article.

21.17 Rights Back to Originating School

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 sections for which they are qualified including deemed qualifications, in accordance with Article 21.03 above, in the originating school for a period of one (1) school year. Such return shall occur at the start of the semester or school year.

The Employer shall provide to the Joint Secondary Staffing Review Committee, the list, ordered by seniority, stating the teacher’s originating school and entitlement.

21.18 Recall and Status of Redundant Teacher

The remaining redundant teachers on the Recall List shall be so informed in writing five (5) instructional days after the displacement meeting and no later than the last day of the school year. Such a letter shall include the FTE amount the teacher is redundant and the teacher’s Board electronic mail address to which the Board will be sending vacancy notices. A copy of such correspondence shall be sent to the Principal of the teacher’s school and to the President of the Bargaining Unit.

21.19 Each redundant teacher shall be retained on the Recall List to October 15th two calendar years after being placed on the Recall List for positions that become available.

21.19.01 Teachers on the Recall List shall be notified electronically (email) when vacancies arise. The vacancy shall be posted for no less than seven (7) calendar days following their electronic notification. These teachers shall have the right to self-identify their interest in vacant sections in accordance with Article 23.

21.19.02 The Joint Secondary Staffing Review Committee shall be provided with current Recall Lists.

21.19.03 A teacher will be removed from the Recall List on the first occurrence of any of the following:

- e on accepting a secondary contract teaching position with this board of education. The FTE amount that the teacher is removed from the Recall List shall be in accordance with Apper A; or
- e on the written request of the teacher; or
- e after expiration of the teacher's right to recall.

ARTICLE 22 - EXCHANGES

22.01 Teacher Exchanges within the Board

22.01.01 A pair of teachers may submit their names for an exchange by contacting the Superintendent of Human Resources or designate, in writing, no later than

a) June 1st of each school year for exchanges that will commence on September 1st of the following school year, or

b) December 31st of each school year for exchanges that will commence the second semester of that school year.

Such correspondence shall indicate their current location, certification and qualifications, and entitlement. A copy shall also be forwarded to the President of the Bargaining Unit.

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

22.01.03 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.

22.01.04 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 Principals and the teacher(s), will be made permanent. Such approval shall not be unreasonably withheld. The Principals shall communicate their decision, in writing within five (5) working days, to the Joint Secondary Staffing Committee.

22.02 Teacher Exchanges outside the Board

22.02.01 The Employer agrees it may provide the opportunity for teachers to participate in teacher exchanges with teachers from other Ontario School Boards, from other provinces, and from other countries. Such shall not be unreasonably withheld.

22.02.02 While on an approved teacher exchange the teacher shall continue to be an active member of this Bargaining Unit.

22.02.03 Upon the return of a teacher from a teacher exchange leave, 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/Redundancy provisions.

ARTICLE 23 - EMPLOYMENT PROCESSES AND PROCEDURES

23.01 The Employer shall provide each newly hired teacher with a copy of this collective agreement and a benefits information package within a reasonable time.

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 Vacancies
- 23.05.01 When a position within the scope of this agreement is declared available by the Employer, a notice of vacancy describing the position (sections, divisions) and its required qualifications shall be posted on the Employer's web site for a period of at least seven (7) calendar days.
- 23.05.02 Vacant sections shall be filled in the following order:
- 1) Teachers with rights back to originating school, and subject to seniority as per article 21.17, who have expressed interest in posted vacant sections and provided the assignment begins at the start of the semester; then
 - 2) Teachers who have expressed interest to transfer into posted vacant sections provided the teacher is qualified or deemed qualified in accordance with article 21.03 above, for the assignment; then
 - 3) By order of seniority, teachers on the Recall list, or teachers on a leave of absence as a result of the surplus/redundancy process, who have expressed interest in posted vacant sections and for which the teacher is qualified or deemed qualified and/or any sections for which mutual consent may be offered in accordance with Article 21.14.02.01; then
 - 4) Part-time teachers who have expressed interest to increase their entitlement into posted vacant sections provided the teacher is qualified or deemed qualified in accordance with article 21.03 above, for the assignment; then
 - 5) Consideration shall be given to other internal candidates who have applied to the vacancies before considering any external applicant.
- 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.
- 23.07 Each teacher will keep the Human Resources Department informed, in writing, of his/her current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such a teacher.

ARTICLE 24 - CONTINUING EDUCATION (Night School/Summer School) and HOME INSTRUCTION

- 24.01 This Article and Articles referenced herein contain all matters agreed to by the parties pertaining to Continuing Education Teachers which includes Night School and Summer School, Home instruction Teachers, Correspondence Markers and teachers assessing and evaluating PLAR.
- 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 shall make every effort to use Teachers on the Recall List for a Continuing Education position, including Night School/Summer School and Home Instruction assignments provided they possess the qualifications, deemed qualifications, or teaching experience for the subject(s) concerned. The teacher shall maintain their rights and status on the Recall List.

- 24.04 All credit courses shall be delivered by a qualified Teacher.
- 24.05 The Employer shall provide each newly hired Continuing Education, Home Instruction Teacher, teacher assigned PLAR duties who is not a regular day school Teacher, with a copy of the Collective Agreement within a reasonable time.
- 24.06 The rates of pay to which Continuing Education, Home instruction Teachers, and Correspondence Markers shall be as follows:

	Effective Sept 1, 2008	Effective Sept 1, 2009	Effective Sept 1, 2010	Effective Sept 1, 2011
Continuing Education, Home Instruction	\$36.87/hr	\$37.98/hr	\$39.12/hr	\$40.29/hr
Correspondence Marker	\$11.62/lesson \$5.81/exam	\$11.97/lesson \$5.99/exam	\$12.33/lesson \$6.16/exam	\$12.70/lesson \$6.35/exam

- 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 20.01 – Provision of Information
 Article 29 – Evaluations
 Article 30 – Documents Respecting Performance or Conduct
 Article 31 – Personnel Files
 Article 32 – Management Rights, except 32.04 and 32.08
 Article 33 – Grievance Procedure
 Article 34 – Arbitration Procedure
 Article 36 – Medical, Physical Procedures
 Article 38 – Use of Employer Premises
 Article 39 – Criminal Background Checks

- 24.09 Except for Home Instruction and Correspondence Markers, when a position within the scope of this article is declared available by the Employer, a notice of vacancy describing the position and its required qualifications shall be posted on the Employer's web site for a period of at least seven (7) calendar days.
- 24.10 Continuing Education Day School teachers shall be entitled to one (1) day bereavement leave per school year, without loss of pay, attendance on or coincident with the death of a family member, relative or close friend.

ARTICLE 25 - ALTERNATIVE EDUCATION

25.C 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.

25.02 independent Learning Modules

25.02.01 The maximum number of lessons (including examinations) a teacher shall correct during the school year shall be:

Effective September 1, 2008

[475 lessons] times [# of periods assigned to exclusively deliver ILM per year]

Effective September 1, 2009

[470 lessons] times [# of periods assigned to exclusively deliver ILM per year]

Effective September 1, 2010

[465 lessons] times [# of periods assigned to exclusively deliver ILM per year]

Effective September 1, 2011

[460 lessons] times [# of periods assigned to exclusively deliver ILM per year]

This includes students 21 years of age, and older.

“independent Learning Modules” shall be defined as 20 lessons associated with 110 hours of instruction to achieve a credit. Should the number of lessons associated with 110 hours of instruction to achieve a credit decrease/increase, the maximum number of lessons calculated, using the formula above, shall be adjusted, decreasing/increasing the total amount proportionally.

25.02.02 The Employer and the Union shall work cooperatively to monitor the application of the above maximums. The Employer shall provide OSSTF with data showing the number of lessons/exams teachers have corrected in Semester 1 and in the entire school year, in a timely manner.

25.03 Class Sizes

25.03.01 The class maximums outlined in Article 13.10 shall not apply to a class in which Independent Learning Modules (ILM) are solely used in the delivery of the curriculum to students enrolled on the Day School register or Independent Study register.

Such a class shall not exceed 28 students physically present, at any given time.

25.03.02 A combined class whereby the delivery of curriculum

- involves traditional “stand-up” delivery of a course; and
- involves the delivery of Independent Learning Modules

shall have a maximum class size, in accordance with Article 13.10, associated to the course whereby the curriculum is delivered in a traditional manner.

25.03.03 The Employer and the Union shall work cooperatively to monitor the application of Article 25.03, using the timelines, data, and reports established in Article 13. In the case of Co-operative education, the Employer shall provide OSSTF with mid-semester and end of semester reports showing the number of Co-op credits assigned to each teacher. Such reports shall be provided in a timely manner.

In monitoring the application of class sizes in Alternative Education, the parties agree that notwithstanding Article 13.10.02, at no time over the school year, will a class exceed the maximum outlined in Article 13.10 by no more than the applicable flexibility number (if applicable) for that class.

ARTICLE 26 - ITINERANT TEACHERS

- 26.01 An 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 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 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 effective on the last day of a semester or school year provided notice in writing has been delivered to the Director or designate at least thirty (30) days in advance.

ARTICLE 29 - EVALUATIONS OF TEACHER PERFORMANCE

- 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 Teacher performance appraisals shall be conducted in accordance with the requirements of the Education Act and its regulations.
- The teacher who has received two (2) consecutive unsatisfactory performance appraisals may file a grievance in accordance with Article 33 respecting the Performance appraisal process. The filing of the grievance shall not interrupt the continuation of the performance appraisal process.
- 29.03 A teacher shall have the right to OSSTF representation at meetings where the results of the second or third consecutive performance appraisal were rated unsatisfactory.

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, which includes medical records, 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.
- 31.04 The Employer shall ensure that personnel files are stored in a secure location and in a confidential manner. Access to such personnel files shall be confidential and limited in accordance with Ontario Acts and Regulations. Any employee accessing personnel files shall not be a member of this Bargaining Unit unless authorized under Article 31.03. No information from a member's medical records shall be given to any person or party unless the member has provided written consent.
- 31.05 Disciplinary material shall not be referred to following two (2) years of active employment after the date of issue provided there has been no similar disciplinary action in the intervening period. Such material shall be removed from the teacher's personnel file and returned to the teacher upon the teacher's written request.

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.
- 32.02 No teacher shall be disciplined, suspended, demoted or discharged without just cause given in writing.
- 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 such resource person(s) as it deems appropriate.

- b) The function of this Committee shall be to provide a forum for communications and discuss 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 OSSTF 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 Municipal 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 Bargaining Unit shall work cooperatively in the investigation and the attempted resolution of any grievance.
- 33.05.01 Should the investigation or processing of a grievance require that 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.
- 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 Superintendent of Human Resources or designate who shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.
- Step Two
If no settlement is reached at Step One, District 26, OSSTF may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources or designate, 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 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 ten (10) days, the nominee 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 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.

34.07 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 one (1) day on a temporary basis not to exceed forty (40) 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 per day in addition to the teacher's regular grid salary and allowances, the following:

Effective Date	Rate
September 1, 2008	\$41.20/day
September 1, 2009	\$42.44/day
September 1, 2010	\$43.71/day
September 1, 2011	\$45.02/day

- 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, including APA's, 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.

Temporary 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 a temporary Principal or Vice-principal to fulfill the duties of the absent administrator.
- 35.07 The temporary 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 temporary 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 A temporary Principal or Vice-principal shall not make any summative judgement on the performance or conduct of a Bargaining Unit member.
- 35.11 The temporary 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 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 The annual amount allocated to this fund shall be established at seventy-five (75) 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 on July 1st, the fund is not fully expended or allocated in any one school year, fifty (50) percent of the unexpended or unallocated balance shall be carried forward into the succeeding school year and the remaining fifty (50) percent shall be returned to the Employer.
- 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 38 - USE OF EMPLOYER PREMISES

- 38.01 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.
- 38.02 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.
- 38.03 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 39 - CRIMINAL BACKGROUND CHECKS

- 39.01 The Employer shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, are stored in a secure location and in a confidential manner.
- 39.02 The Employer shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act as amended from time to time, without the written permission of the teacher except for the purpose of recommending disciplinary action against the teacher and except as required by law
- 39.03 The Employer shall not release or report to the Ontario College of Teachers any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, except as required by law.

ARTICLE 40 - SCHOOL CLOSURES/RE-ORGANIZATION

- 40.C Following a decision of the Employer to
- open or close a Secondary School, or
 - to reorganize a Secondary School, such that it contains elementary students and secondary students, or introduce new grade levels, or remove existing grade levels, or restructure existing school boundaries

a joint committee with equal representation from the Employer and the Bargaining Unit shall be created to examine the implications and consequences for staffing of secondary panel teachers in the affected school(s). Such a committee shall make recommendations regarding staffing of such secondary panel teachers. If the joint committee cannot agree upon recommendations, relevant staffing provisions outlined in this Collective Agreement shall prevail.

ARTICLE 41 - PRINTING AND DISTRIBUTION OF AGREEMENT

- 41.01 Forty-eight (48) hours before a ratification vote by the Teachers, the Employer shall post the text of the terms of the tentative agreement on its intranet.

- 41.02 Following ratification of the tentative settlement, the Employer shall provide enough copies of the Collective Agreement, paid for by the Employer, for each member of the OSSTF District 26 Bargaining Unit.

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

ARTICLE 42 - E-LEARNING

- 42.01 All electronically delivered courses shall be subject to Class Size Maxima provisions as outlined in Article 13.10 of this Collective Agreement. The parties agree that, notwithstanding Article 13.10.02, at no time shall a class exceed its maximum outlined in Article 13.10 by more than the applicable flexibility number (if applicable) for that class.

- 42.02 A teacher teaching an e-Learning course(s) shall be assigned a work station/work area in the Teacher's secondary school with the necessary resources for teaching an on-line course.

- 42.03 All e-Learning courses shall be scheduled within the delivering Teacher's school's instructional day.

- 42.04 e-Learning sections shall be included in the Program Leadership structure in the school where teachers are delivering an e-Learning course.

- 42.05 For purposes of staffing and surplus declaration, a Teacher assigned to teach e-Learning credit courses shall be included in the staff complement of the secondary school which is the work location of the teacher.

- 42.06 A Teacher teaching e-Learning courses shall correspond with students only through a Board approved server or Learning Management system.

- 42.07 A Teacher teaching e-Learning courses shall report to school board personnel only and shall be evaluated only by a principal or vice-principal of the teacher's school and/or supervisory officers employed by the Board.

- 42.08 An electronically-delivered course cannot be combined with a non-electronically delivered course during the teacher's assignment to that electronically-delivered course.

ARTICLE 43 - OUT OF SCHOOL ASSIGNMENTS

43.01 The employer shall post the position identifying the nature of the position, its term, remuneration, qualifications and other requirements of the position.

43.02 The teacher who fills the assignment retains the right to return to the home school on completion of the term and subject to surplus redundancy provisions of the Collective Agreement.

Should the position not extend to the full term, the teacher will return to their home school within a mutually agreed upon time frame, determined in consultation with the principal and superintendent.

APPENDIX A

Assignment available (in sections)	6 (1.00 FTE)		5 (0.83 FTE)		4 (0.67 FTE)		3 (0.50 FTE)		2 (0.33 FTE)	
	LOA	Surplus or Recall	LOA	Surplus or Recall	LOA	Surplus or Recall	LOA	Surplus or Recall	LOA	Surplus or Recall
5	1	0	0	0						
4	2	0	1	0	0	0				
3 (in one semester)	0	3	0	2	0	1	0	0		
3 (over two semesters)	3	0	2	0	1	0	0	0		
2 (in one semester)	1	3	0	3	0	2	0	1	0	0
2 (over two semesters)	4	0	3	0	2	0	1	0	0	0
1	2	3	1	3	0	3	0	2	0	1

LETTER OF AGREEMENT
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF District 26

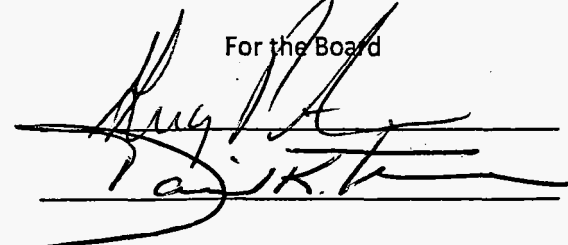
RE: Benefits

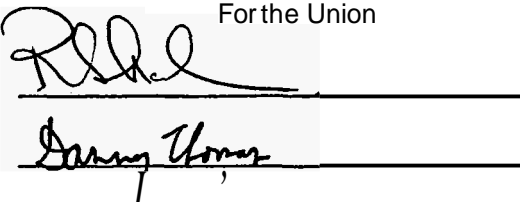
The Parties agree that the Extended Health Care (Medicare Supplement) and Dental Care plans currently provided by Sun Life (contract #25246), as summarized in the "employee benefits booklet" (dated "effective January 1, 2007") shall be the plans in effect, subject to any other ratified changes as described in this Collective Agreement. The Employer agrees that the following group benefits shall be in addition to, or amendments of, the current benefit coverage described above and in effect September 1, 2009:

- a. Vision Care:
 1. Increase the maximum of \$275 in any 24-month period for contact lenses, eyeglasses, prescription sunglasses, and corrective lenses associated with Irlen Syndrome to \$375 in any 24-month period.
 2. Increase the maximum of \$275 in any 24-month period for laser eye corrective surgery to \$2000 per lifetime.
 3. Increase the maximum of \$50 per person over 2 benefit years for services of an ophthalmologist or licensed optometrist to \$100 per person over 2 benefit years.
- b. Paramedical Services: increase the maximum of those services currently at \$400 per person in a benefit year to \$500 per person per benefit year.
- c. Medical Services and Equipment: the plan will cover the 100% cost of hearing aids to a maximum of \$1000 per 60-month period.
- d. Major Dental Procedures: Increase the maximum of \$1,500 per person for each benefit year to \$2000 per person for each benefit year.
- e. Orthodontic Procedures: add orthodontic coverage for adults with \$3,000 lifetime maximum and 50% coinsurance (i.e. same as child coverage).

The parties agree that should there be a change in carrier, an equivalent or superior benefit plan and coverage shall be guaranteed at no extra cost to the Employee, if applicable.

Dated at Brockville and Kemptville, Ontario this 6th day of May, 2009.

For the Board


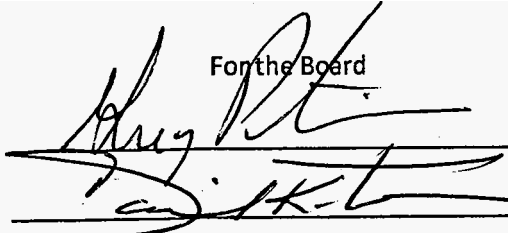
For the Union


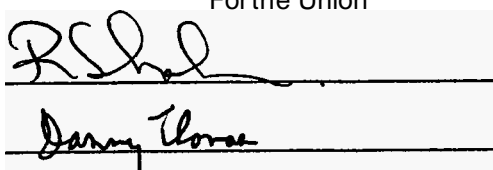
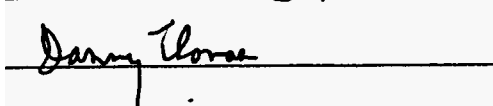
LETTER OF UNDERSTANDING
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF District 26

RE: Harassment and Bullying

The Employer, in consultation with the Bargaining Unit, shall be responsible for developing and implementing an ongoing harassment awareness program for all employees.

Dated at Brockville and Kemptville, Ontario this 6th day of May, 2009.

For the Board


For the Union



LETTER OF UNDERSTANDING
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF District 26

RE: Tripartite Teacher Advisory Committee

The Employer and the Bargaining Unit agree to meet and work collaboratively to examine recommendations and implement directives of the Tripartite Teacher Advisory Committee.


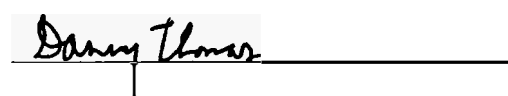
Should there be representatives from the Bargaining Unit appointed to the Tripartite Teacher Advisory Committee which meet during the work day, such representatives shall be granted leave by the Employer without loss of salary, benefits, seniority, experience, or any other entitlement under the Collective Agreement.

Such days shall not count towards the days permitted in 17.05.02.

Dated at Brockville and Kemptville, Ontario this 10th day of May, 2009.

For the Board



For the Union




LETTER OF UNDERSTANDING
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF District 26

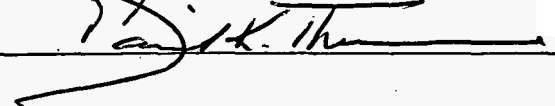
RE: Joint Task Group on Benefits

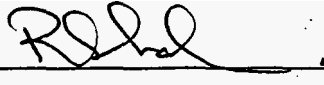
The Employer and the Bargaining Unit agree to meet and work collaboratively to examine recommendations and implement directives of the Joint Task Group on Benefits.


Should there be representatives from the Bargaining Unit appointed to the Joint Task Group on Benefits which meet during the work day, such representatives shall be granted leave by the Employer without **loss of salary**, benefits, seniority, experience, or any other entitlement under the Collective Agreement. Such days shall not count towards the days permitted in 17.05.02.

Dated at Brockville and Kemptville, Ontario this 6th day of May, 2009.

For the Board




For the Union




LETTER OF UNDERSTANDING
· BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF District 26

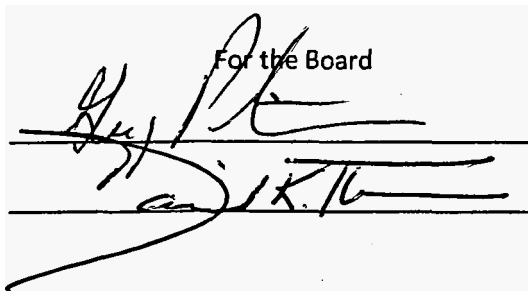
RE: Joint Task Workgroup on Workplace Violence

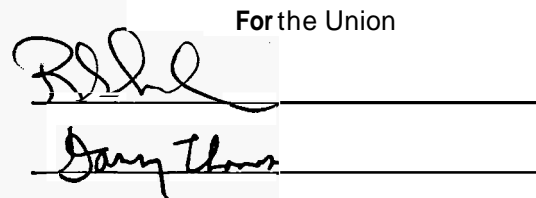
The Employer and the Bargaining Unit agree to meet and work collaboratively to examine recommendations and implement directives of the Joint Task Workgroup on Workplace Violence.

Should there be representatives from the Bargaining Unit appointed to the Joint Task Workgroup on Workplace Violence which meet during the work day, such representatives shall be granted leave by the Employer without loss of salary, benefits, seniority, experience, or any other entitlement under the Collective Agreement.

Such days shall not count towards the days permitted in 17.05.02.

Dated at Brockville and Kemptville, Ontario this 10th day of May, 2009.

For the Board


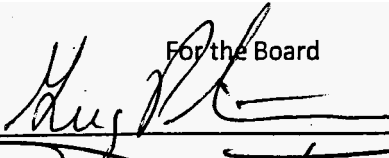

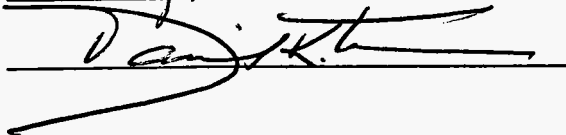
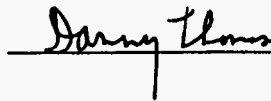
For the Union


LETTER OF UNDERSTANDING
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF District 26

RE: ElectronicSupport System

During the course of this agreement, the Board will be converting several administrative applications to an electronic format. For the purposes of this agreement, the Board agrees to notify the Union of these changes.

Dated at Brockville and Kemptville, Ontario this 10th day of May, 2009.

For the Board	For the Union
 _____	 _____
 _____	 _____

LETTER OF UNDERSTANDING
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF District 26

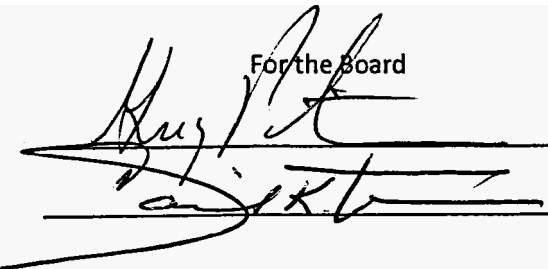
RE: Other Student Programming Enhancements

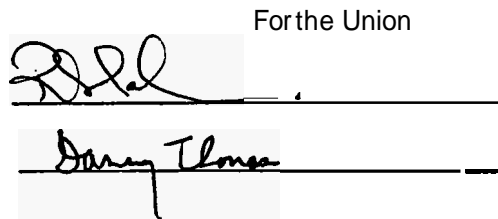
In addition to the staff generated in Article 10 and in accordance with the Provincial Discussion Table and the B10 Memo of August 18, 2008, FTE teachers generated for other student programming enhancements shall be:

- 0.38 FTE teachers per 1000 secondary pupils in 2009-2010
- 0.70 FTE teachers per 1000 secondary pupils in 2010-2011
- 1.02 FTE teachers per 1000 secondary pupils in 2011-2012
- 1.35 FTE teachers per 1000 secondary pupils in 2012-2013, and

FTE teachers generated yearly for initiatives or programs aimed at student's succeeding shall be no fewer than 25.0 FTE teachers.

Dated at Brockville and Kemptville, Ontario this 10th day of May, 2009.

For the Board


For the Union


LETTER OF UNDERSTANDING
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF District 26

RE: Recalling Teachers To Vacancies

Whereas Mr. R. Herman has issued an award (June 10, 2008) regarding how teachers will be recalled into positions; and

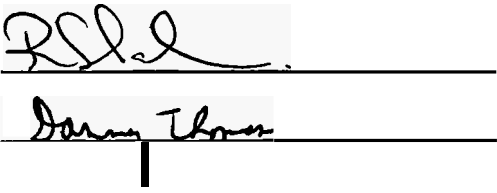
Whereas the Parties are currently disputing the interpretation of that component of the award and are seeking clarification from Mr. R. Herman in an expedited manner,

The Parties agree to develop Collective Agreement language reflecting Mr. R. Herman's award and incorporate such language into Article 23.05.02 #3, and/or any other relevant provision upon receipt of Mr. R. Herman's decision clarifying how teachers should be recalled into positions.

If there is a disagreement between the Parties as to the intent of Mr. R. Herman's decision, and as to how to incorporate these results into Article 23.05.02 #3, the Parties agree to submit the matter to Mr. R. Herman forthwith. Mr. R. Herman shall have jurisdiction to resolve the issue, including the wording of the Collective Agreement language to be incorporated into Article 23.05.02 #3.

Dated at Brockville and Kemptville, Ontario this 10th day of May, 2009.

For the Board

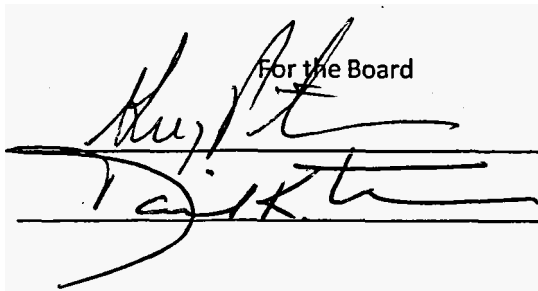

For the Union


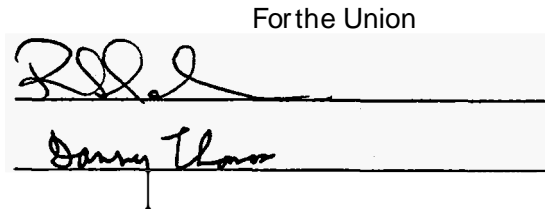
LETTER OF UNDERSTANDING
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF District 26

RE: Section 23 Programs

The Board and the Union agree that teachers assigned to Section 23 shall be considered to have Section 23 program designated as their "home school". The Section 23 program shall be considered a "school" for surplus, redundancy, and recall processes and procedures.

Dated at Brockville and Kemptville, Ontario this 10th day of May, 2009.

For the Board


For the Union


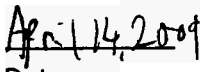
Collective Agreement
Between
The Upper Canada District School Board
And
The Ontario Secondary School Teachers' Federation

Signed at Brockville and Kemptville, Ontario

For the Union



President



Date

For the Board



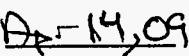
Chair



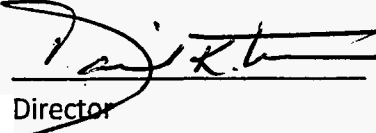
Date




Chief Negotiator



Date



Director



Date