

**COLLECTIVE AGREEMENT  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
AND  
THE SECONDARY TEACHERS OF LIMESTONE DISTRICT 27  
(Including Occasional Teachers)  
OF THE  
ONTARIO SECONDARY SCHOOL TEACHER'S FEDERATION**

**September 1, 2004 – August 31, 2008**

11244(04)

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## **PURPOSE**

It is the intent of this agreement to promote and foster a continued harmonious and cooperative working relationship between the Board and the Federation wherein the goal is to work in partnership through open communication and creative, mutual problem solving to ensure the delivery of the highest quality educational programming to our students.

This agreement therefore represents the mutually acceptable working conditions as established between the Board and the Federation, which are reflective of the commitment to treat secondary teachers in a fair, consistent and respectful manner.

## **ARTICLE 1.0 RECOGNITION AND SCOPE**

- 1.1.1 The Board recognizes the OSSTF as the exclusive bargaining agent of all Teachers, including Occasional Teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time. The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members. Similarly, the Board will supply the Bargaining Unit with a list of its supervisory personnel.
- 1.1.2 Teacher bears the same meaning as the Part X.1 Teacher as defined in the Education Act, as amended.
- 1.1.3 Occasional Teacher bears the same meaning as that given to Occasional Teacher by the Education Act, as amended.

### **Negotiating Committee**

- 1.2.1 The OSSTF recognizes the committee designated by the Board as the negotiating committee of the Board for purposes of this Agreement.
- 1.2.2 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 1.2.3 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

## **OSSTF Representation**

- 1.3 The Board recognizes the right of the OSSTF to represent a Teacher or Occasional Teacher at a meeting where the member is to be disciplined or discharged.
- 1.4 The OSSTF recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 1.5 The Board shall consult the Federation before implementing any special initiatives that would involve Teachers working for the Board in addition to that described in this Collective Agreement. The rates and working conditions for this additional work shall be negotiated through the Joint Board/Federation Committee.
- 1.6 The Board will facilitate introduction of the Bargaining Unit to new Teachers, including Occasional Teachers, through new teacher meetings, Bargaining Unit information packages, brochures or any other mutually agreed upon method of communication.
- 1.7 It is understood and agreed that, should any part of this Collective Agreement be found to be in conflict with the Education Act, as amended or the Regulations thereunder, terms of the Act shall prevail.
- 1.8 It is understood and agreed that all compelling aspects of Provincial Acts and Regulations pertaining to all educational programmes offered by the Board, in addition to the Act specified in Article 1.8, shall apply.
- 1.9 It is understood and agreed that all attachments, including Memoranda, Letters of Understanding, and Appendices, form a part of this Agreement and may be the subject of grievance under Article 10.0 (Resolution of Disputes) for the life of this Collective Agreement.

## **ARTICLE 2.0 DUES DEDUCTION**

- 2.1.1 The Board agrees to deduct from the salary of each Teacher the amount of regular Federation dues and any authorized local levy uniformly and regularly levied in respect of each Teacher in accordance with the bylaws of the Federation and to remit to Federation forthwith.
- 2.1.2 OSSTF dues deducted in accordance with Article 2.1.1. shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario. Such remittances

shall be accompanied by a list identifying the Teachers, the amounts deducted, SIN, salary for the period, annual salary, and shall indicate the period covered.

- 2.1.3 Local dues specified by the Bargaining Unit in accordance with Article 2.1.1, if any, shall be deducted and remitted to the District Treasurer of OSSTF, Limestone District, 27.

Such remittances shall be accompanied by a list identifying the Teachers, the amounts deducted, SIN, salary for the period, annual salary, and shall indicate the period covered.

- 2.1.4 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board 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 3.0 DURATION OF AGREEMENT AND CONDITIONS OF AMENDMENT**

- 3.1.1 This Agreement shall be in effect from 1 September 2004 and shall continue in force up to and including 31 August 2008, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act, as amended.
- 3.1.2 If either party gives notice of its desire to negotiate in accordance with Article 3.1.1, 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, as amended.
- 3.1.3 This Agreement shall supersede all previous such agreements. Except for error, inadvertence or omissions as mutually agreed, it shall form the basis for computing all salaries and other conditions defined herein.
- 3.1.4 Amendments to the clauses defined herein shall be made only by written mutual consent of the parties concerned in this Agreement.
- 3.1.5 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present Agreement that all terms and provisions of the present Agreement shall continue in force and effect until such time as it is superceded by a new Agreement.

## **ARTICLE 4.0 NO STRIKE OR LOCK OUT**

4.1 It is understood that there will be no strike or lockout during the term of this Agreement or of any extension of this Agreement. The term “strike” and “lockout” shall be defined in the Ontario Labour Relations Act and Education Act, as amended.

## **ARTICLE 5.0 MANAGEMENT RIGHTS**

5.1 In accordance with, and in addition to the powers granted and duties specified under the Education Act and related Statutes, it is the exclusive function of the Board, subject to the Acts and Regulations of the province of Ontario, to hire, direct, promote, demote, transfer, suspend, layoff, discipline and discharge any Teacher or Occasional Teacher. A claim for demotion, transfer, suspension for disciplinary reasons, or for discipline or discharge without just cause, or a claim for discriminatory promotion, may be the subject of a grievance and dealt with as herein provided.

## **ARTICLE 6.0 DISCIPLINE & DISCIPLINARY MEETINGS**

6.1.1 A Teacher or Occasional Teacher is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless the Teacher or Occasional Teacher is a danger to him/herself or others. The Teacher or Occasional Teacher, at his/her option, may be accompanied by a Federation representative. The Principal or Supervisory Officer shall inform the Teacher/Occasional Teacher of the right to OSSTF representation. Management shall advise both the Teacher/Occasional Teacher and Federation representative in advance of the time and place of the meeting.

6.1.2 If such meetings are held during a scheduled working day for the Teacher/Occasional Teacher and/or the Federation representative, the Teacher/Occasional Teacher and/or the Federation representative shall not suffer loss of earnings.

6.1.3 A Teacher or Occasional Teacher shall be notified in writing of the grounds for discipline or discharge. The Federation shall be sent a copy of this notification as soon as is practical.

## **ARTICLE 7.0 NO DISCRIMINATION**

7.1.1 There shall be no discrimination practices by reason of race, sex, colour, ancestry, place of origin, ethnic origin, marital status, same sex partner status,



sexual orientation, age, disability, citizenship, family status or religion as defined in the Ontario Human Rights Code.

- 7.1.2 There shall be no discrimination or harassment practised by reason of a Teacher's membership or activity in the Federation.

## **ARTICLE 8.0 PERSONNEL FILES**

- 8.1.1 The only recognized personnel file of a Teacher shall be maintained at the Board Office and shall be available and open to the Teacher for inspection in the presence of the Superintendent of Human Resources or designate. Arrangements to access the file shall be made with the Superintendent of Human Resources or designate at a mutually-agreeable time.
- 8.1.2 A Teacher shall be entitled, upon request, to copies of any materials contained in the Teachers personnel file.

## **ARTICLE 9.0 BOARD/FEDERATION COMMITTEES**

### **Permanent Board Federation Committee**

- 9.1.1 There shall be a permanent Board/Federation Committee established which shall be made up of equal representation appointed by the Board and the Federation and including at least one member from each of the teams.
- 9.1.2 The Committee shall be responsible for reviewing such matters as are referred to it by the Board or the Federation, **including the interpretation and application** of the Collective Agreement and shall make such recommendations to the Board and the Federation as it deems appropriate.
- 9.1.3 The Committee shall normally report to the Board and the Federation within three months **of having received a referral.**
- 9.1.4 None of the recommendations for changes to the Collective Agreement shall come into force until agreed to by both the Board and the Federation.

### **Joint Secondary Staffing Committee**

- 9.2.1 A Joint Staffing Committee shall be established and meet on an annual basis to review the staffing requirements of the secondary schools and to review the allocation of staff (for example, the number of eligible course teachers, the number of full-time Teachers, and the number of Teachers in sections for Library and Guidance Teachers) to each school. The Committee will recognize the uni

program requirements of the North Addington Education Centre and Sharbot Lake High School.

- 9.2.2 The Committee shall be comprised of representation from the Employer and the Bargaining Unit:
- The President or designate of the Bargaining Unit;
  - The Chief Negotiator or designate of the Bargaining Unit;
  - The District Officer or designate of the Bargaining Unit;
  - The Board's Superintendent of Human Resources or designate;
  - The Board's representative responsible for secondary staffing; and
  - A secondary school principal.
- 9.2.3 The Committee shall review the application of surplus and redundancy procedures and ensure that procedures are properly followed.
- 9.2.4 The Committee shall review the distribution of the "minimum eligible course obligations" to classroom Teachers within schools at least twice during the school year.

### **School Based Work Teams**

- 9.3.1 A school based work team shall be established and maintained from year to year in each secondary school.
- 9.3.2 A School Based Work Team shall be comprised of the following school personnel:
- The OSSTF Branch President or designate from the Branch Executive;
  - A school representative who is a member of the CBC Committee; and
  - Two (2) representatives of the Board.
- 9.3.3 The Work Team will review the allocation to the school by the Joint Secondary Staffing Committee of the school's share of the secondary system's "minimum eligible course obligations" for classroom Teachers, including the number of ESL Teachers, Special Education Teachers and sections for Library and Guidance Teachers, and provide feedback to the Joint Secondary School Staffing Committee on the matter. The Principal may consult with the work team on other matters related to staffing and school organization.
- 9.3.4 The Work Team will review the method of staffing the school, including surplus and redundancy declarations and on-call and supervision schedules in

accordance with the provisions in this Collective Agreement.

- 9.3.5 The Work Team shall meet as required and shall report on its activities to the full school staff in a timely fashion.
- 9.3.6 Work Team members will respect the confidentiality of personal information and the staffing process.
- 9.3.7 It is the duty of the Principal to organize the school, timetable the school, and assign classes and subjects to Teachers. Following consultation with the School Based Work Team, the Principal shall make his/her recommendation to the appropriate Supervisory Officer and the Board.

## **ARTICLE 10.0 RESOLUTION OF DISPUTES**

- 10.1 The following definitions shall apply to this Article:
  - a) A “grievance” shall be defined as a complaint arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.
  - b) A “party” shall be defined as:
    - i) The Teachers’ Bargaining Unit (Teachers and Occasional Teachers);  
or
    - ii) The Board.
  - c) In this Article  $\Delta$ days@ shall mean school days unless otherwise indicated.
- 10.2 A Teacher shall have the right to have present a representative from the OSSTF at each stage of the grievance-arbitration procedure.

### **Complaint Stage**

- 10.3 If a Teacher is unable to resolve a complaint by informal discussion with the Teachers Principal or supervisor, then the Teacher, with the concurrence of the Teacher=s Bargaining Unit Executive or recognized representative, may initiate a complaint within twenty-five (25) days of the day the cause of the complaint becomes known, or reasonably ought to have been known, with the appropriate Principal or supervisor who shall answer the complaint within five (5) days of the receipt of the complaint.

## **Grievance Procedure - Individual**

10.4.1 In the case of a grievance by the Bargaining Unit on behalf of a member, the Bargaining Unit may be terminated where informal negotiations with the member with the Principal or supervisor have failed.

### **Step 1**

10.4.2 If the reply of the Principal or supervisor at the complaint stage is not acceptable to the Bargaining Unit within twenty (20) days, the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources Services or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) A description of how the alleged dispute is in violation of the Collective Agreement;
- b) A statement of the facts to support the grievance, including the Article(s) claimed to have been violated;
- c) The remedy sought; and,
- d) The signature of the duly authorized official of the Bargaining Unit.

### **Step 2**

10.4.3 If the reply of the Superintendent of Human Resources Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days of receipt of the reply to the Director of Education or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

### **Step 3**

10.4.4 If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of receipt of the reply.

## **Grievance Procedure - Party**

10.5.1 In the case of all other grievances by a party, (including those on behalf of a group of Teachers, an individual Teacher where other Teachers are affected, a retired Teacher, or a deceased Teacher), the party making the grievance may take the following steps in sequence to resolve the matter.

## **Step 1**

10.5.2 The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be, who shall answer the grievance within five (5) days of receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) A description of how the alleged dispute is in violation of the Collective Agreement;
- b) A statement of the facts to support the grievance, including the Article(s) claimed to have been violated;
- c) The remedy sought; and,
- d) The signature of the duly authorized official of the Party.

## **Step 2**

10.5.3 If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the party making the grievance, the party then may apply for arbitration within twenty (20) days of receipt of the reply.

No party grievance may be initiated and processed to arbitration which would be out of time if initiated by an individual Teacher.

## **Grievance Mediation**

10.6.1 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

10.6.2 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

## **Arbitration**

10.7.1 The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the first party=s appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party=s appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected,

they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

**10.7.2** The Arbitration Board or the Single Arbitrator, as the case may be, shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

### **Cost of Arbitration**

**10.8** The fees for a single Arbitrator, or the Chair of an Arbitration Board, shall be shared equally by the parties. Each of the parties shall bear the expenses of its own appointee to the arbitration board.

**10.9** All time limits fixed herein for the grievance procedures may be extended only upon the written consent of both parties.

**10.10** There shall be no reprisals of any kind taken against any Teacher because of participation in the grievance or arbitration procedure under this agreement.

**10.11** Should the investigation or processing of a grievance require that an involved Teacher or Bargaining Unit representative be released from regular duties, the Teacher shall be released without loss of salary or benefits.

**10.12.1** Each party will notify the other party of the receipt of a written reply and its intention of further correspondence within the timelines required herein.

**10.12.2** If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to proceed to the next following step in the grievance-arbitration procedure, or, if the Teachers= Bargaining Unit Executive or the Board, as the case may be, exceeds the time allowed to act, the grievance shall be deemed to have been abandoned.

This clause does not supercede the powers of the Arbitrator under Sec. 48(16) of the Ontario Labour Relations Act, as amended.

## **ARTICLE ■ ■ 0 SCHOOL ORGANIZATION**

**11.1.1** The length of the school year shall be the minimum number of days that are required in the Education Act, as amended.

- 11.1.2 The 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 under the Act in a year when there are not 194 days between Labour Day and June 30th.
- 11.2.1 The elapsed time from the beginning of a Teacher's assigned time to the end of a Teacher's assigned time on any school day shall not exceed 7.5 hours.
- 11.2.2 No period shall exceed seventy-five (75) minutes in length. No Teacher shall be assigned more than three (3) seventy-five (75) minute periods without a break.
- 11.3 A Teacher who agrees with a request from the Board to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled with the mutual agreement of the Teacher and the Principal 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.

**Teacher Workload**

11.4.1 Each full-time teacher will be assigned 6 periods out of 8 periods. Each full-time teacher may also be assigned up to the following maxima Additional Professional Assignments comprised of either on-calls/supervisions, student mentoring and/or teacher mentoring based on seventy-five (75) minute periods or equivalent as outlined below:

a) For 2005-2006:

<b>Number of Periods Assigned</b>	<b>FTE Status</b>	<b>Maximum Half Periods of On-Calls &amp; Supervisions</b>	<b>Maximum Half Periods Student Teacher Mentoring</b>	<b>Half of and Total Periods per Year</b>
1	0.167	5	5	10
2	0.333	11	9	20
3	0.5	16	11	30
4	0.667	21	19	40
5	0.833	27	23	50
6	1	32	28	60

b) Additional Professional Assignments For 2006-2007:

FTE Status	Maximum Half Periods Of On Calls & Supervisions	Maximum Half Periods of Student and Teacher Mentoring	Total Half Periods Per Year
0.167	5	3	8
0.333	11	7	18
0.5	16	10	26
0.667	21	15	36
0.833	27	17	44
1	32	22	54

c) Additional Professional Assignments For 2007-2008:

FTE Status	Maximum Half Periods Of On- Calls & Supervisions	Maximum Half Periods of Student and Teacher Mentoring	Total Half Periods Per Year
0.167	5	1	6
0.333	11	5	16
0.5	16	7	23
0.833	27	13	40
1	32	18	50

11.4.2 For Guidance Teachers, Teacher-Librarians, Special Education Resource Teachers and Co-operative Education Teachers, On-calls/Supervisions may be replaced with Student and/or Teacher Mentoring.

11.4.3 Workload, on-calls/supervisions and mentorship duties assigned to part-time Teachers **shall** be prorated in accordance with the ratio that the Teacher's entitlement bears to that of a full-time Teacher as outlined in 11.4.1(a),(b) and (c).

11.4.4 **All** on-calls/supervisions and mentoring shall be equitably assigned and performed inside the instructional day. Any scheduling of on-calls/supervisions and mentoring performed outside of the instructional day shall be with the consent of the Teacher affected, the Principal, the Board and the Bargaining Unit.



- 1 11.4.5 On-calls/supervisions and mentorship assignments will be for no more than thirty-seven minutes or equivalent.
- 11.4.6 On-call coverage shall be limited to:
- i) Coverage for Teachers for an absence from the school of **(2)** periods or less;
  - ii) Coverage for Teachers absent due to an emergency where no partially timetabled Occasional Teacher is already available in the school and willing to be hired for the required period(s); and,
  - iii) Coverage in a situation in which the use of an Occasional Teacher is warranted under the provisions of the Agreement, but no Occasional Teacher is available on that date provided an effort is made to hire an Occasional Teacher.
- 11.4.7 The Teacher's availability for on-call shall be scheduled. A Teacher will not be assigned more than one (1) on-call in a day or two **(2)** in one week, nor will the Teacher be assigned an on-call on a day when the Teacher is assigned a supervision.
- 11.4.8 On-calls, supervisions and mentorship assignments shall be reviewed by the School Based Work Team by September 30 for Semester 1 and February 28 for Semester 2. If these timelines are not achieved then the schedules will be referred to the Joint Secondary Staffing Committee.
- 11.4.9 Providing that student safety is maintained, any supervision assigned to Teachers shall be minimal, equitably assigned among these Teachers.
- 1 11.4.10 The length of a supervision shall not exceed one half (1/2) period.

### **School to Community Programs**

- 11.4.11 Full-time School to Community Teachers will be assigned to their areas for the full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 15 minute break in the morning and a 15 minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.
- 11.4.12 Notwithstanding 11.4.1, preparation time for School to Community Teachers will be provided through School to Community planning time staff/itinerant Teachers and will be assigned through Educational Services. Given the unique nature of the School to Community Program, each School to Community Teacher will be assigned scheduled preparation time per week, prorated for

part-time Teachers, as per the following:

2004-2005	150 Minutes per week
2005-2006	160 Minutes per week
2006-2007	180 Minutes per week
2007-2008	190 Minutes per week
June 29, 2008	200 Minutes per week

11.4.14 With the agreement of the Teacher affected, the Principal, the Board and the Bargaining Unit, a full-time Teacher of a Focus Program or other specialized four-credit packaged programs shall be assigned to their area for the full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 15 minute break in the morning and a 15 minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.

### **School-based Work Team**

- 11.5.1 At the beginning of each semester, the Joint Secondary Staffing Committee shall monitor class sizes and the distribution of workload in each semester and shall review individual Teacher workload. Anomalies in a Teacher's workload shall be referred back to the school, with recommendations for resolution.
- 11.5.2 Teachers shall have the opportunity to identify their preferred assignment for the next school year. Such requests shall be submitted to the Department Head and Principal by February 28th of each year. The School Based Work Team will use this information to make recommendations to the Principal for timetabling.
- 11.5.3 Concerns regarding the equity of teaching assignments will be reviewed by the Joint Secondary School Staffing Committee.
- 11.5.4 A Teacher shall not be assigned duties during the instructional day in addition to those described in this Article. Unassigned time during the instructional day shall be available to the Teacher for professional duties.
- 11.6 Each Teacher shall have an uninterrupted period of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, for lunch, between the end of the period ending closest to 12:00 a.m. and the start of the period beginning closest to 1:30 p.m.
- 11.7 Extra-curricular activities are voluntary and the Board agrees not to assign such activities to any Bargaining Unit Member.

- 11.8 No Teacher shall be assigned administrative duties normally performed by management except as provided for in Article 32.0.
- 11.9 A Teacher scheduled to teach in two schools during one semester will have a scheduled lunch period as set out in Article 11.6 above and sufficient travel time for transit between schools.
- 11.10 The Board shall not involve any Teacher, by practice or by policy, in the performance appraisal of another member of OSSTF.

## **ARTICLE 12.0 STAFFING**

- 12.1.1 The Board will staff secondary schools using a Board-wide average aggregate class size of 22:1, or as consistent with Regulation, as calculated on the reporting days prescribed by the Ministry of Education.
- 12.1.2 The minimum number of FTE Guidance Teachers for the system shall be based on the Ministry of Education funding for Guidance Teachers (as amended), currently 2.6 per 1000 ADE.
- 12.1.3 The minimum number of FTE Teacher-Librarians for the system shall be based on the Ministry of Education funding for Library (as amended), currently 1.1 per 1000 ADE.
- 12.1.4 The minimum number of FTE for Special Education Resource Teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for these programs and services.
- 12.1.5 Teachers of Adult programs shall be in addition to the Teachers generated by the Funding Model and the number of Teachers shall be funded through the monies available for Adult Education
- 12.1.6 The Board shall continue to allocate equivalent full-time teaching positions on a discretionary basis to other school programs (such as Section 20 programs and targeted initiatives) based on Board decisions and the provision of third party and/or ISA 4 funding.

Teachers of such courses as listed above and other credit and non-credit bearing educational services or school-based initiatives (i.e. attendance, behaviour (Transitions), special education, and third party contract) shall be assigned to their area for the full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 15 minute break in the morning and a 15 minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes

- 12.2 A fair and consistent process of hiring, including positions of added responsibility, will be adhered to as described in Board Policy.
- 12.3 Promotion procedures will be fair and objective, ensuring that all qualified candidates are given serious and appropriate consideration. The applicants with the best job related qualifications and experience will be selected for an interview.
- 12.3.1 The Principal's Recommendation Form together with a copy of the Teacher's most recent Certificate of Qualification and Registration (Ontario College of Teachers) shall be submitted, by the Principal, to the Board and the Federation normally within four (4) school days of the recommendation having been made. The Principal will not recommend a person who is not in good standing with the Ontario College of Teachers.

#### **Class Size Maxima**

- 12.4.1 In order to provide a positive learning environment, the Board and District 27, OSSTF agree to the following maximum class sizes:

Category	Grades 9 & 10	Grades 11 & 12	Flex Factor
Locally Developed/Essential/Literacy/Learning Strategies	15	15	+1
Workplace Courses	-	20	+2
Applied Courses	23	-	+2
Open Level Courses (Not Listed Above) & Computer - Based Technology	26	27	+2
Academic Courses	28	-	+3
College Destination	-	27	+2
University/College Courses	-	30	+3
University Destination (English, Science, Computer-Based Courses, French)	-	28	+2
University Destination Other than Above	-	32	+3
International Baccalaureate Programs/Enriched	32	32	+3
Technology Courses (Not Computer-Based)	20	22	+2
Integrated Technology (Shop Safety Considered)	24	-	+2
Family Studies (Lab Component)	20	26	+2
Art	26	28	+2
Drama & Music	28	28	+3
Physical & Health Education	28	28	+3

12.4.2 The class size of a multi-level or multi-grade class shall be the lowest class size unless agreed to as per clause 12.4.4.

- 12.4.3 If a class can be classified in more than one category, the course description and outline shall be reviewed by the Joint Secondary Staffing Committee for final determination.
- 12.4.4 The Board and the Bargaining Unit will work co-operatively to monitor the application of the class size maxima. An individual teacher's workload shall not exceed the maximum of four **(4)** additional students per semester above the class size maxima unless approved by the Joint Secondary Staffing Committee. The Joint Secondary Staffing Committee agrees to meet in order to address concerns related to this Article prior to initiating a grievance.
- 12.4.5 It is agreed that the Joint Secondary Staffing Committee will meet in October, November, March, and April to monitor and address issues related to class size. Additional meetings may be called as required.
- 12.4.6 Any additional sections generated by enrolment shall be allocated to schools by the Joint Secondary Staffing Committee. The Committee will use the sections to address the following issues:
- i) Class sizes
  - ii) School program
  - iii) Staffing needs (e.g. Resolution of splits, administrative transfers).
- 12.4.7 The count dates for class sizes shall be **20** school days after the start of each semester.
- 12.4.8 Teacher Utilization Reports will be provided to Human Resources and the Federation to be reviewed by the Joint Secondary Staffing Committee after the count dates each semester. The Committee shall make any necessary adjustments or determine any necessary exceptions.
- 12.4.9 Any additional sections generated by the Ministry of Education "Student Success" initiatives shall be allocated to schools by the Joint Secondary Staffing Committee in compliance with the Ministry of Education requirements and guidelines. The Committee will use these sections to support school-based student success initiatives as further described in the attached Letter of Understanding entitled "Student **Success** Initiatives".
- 12.4.10 Notwithstanding the class size maxima, it is understood that some flexibility may be required at North Addington Education Centre and Sharbot Lake High School in regard to class size due to the unique program requirements of these schools. These exceptions regarding class size shall be approved by the School Based Work Team and the Joint Secondary Staffing Committee by the dates set out in 12.4.5.

- 12.4.11 Notwithstanding the parameters set out in 12.1.1, additional sections may be added to achieve the class size maxima and provide quality programming for students.
- 12.5 Each school shall be assigned a minimum of one (1) F.T.E. Learning Program Support Teachers/Special Education Resource Teachers. Additional Learning Program Support Teachers/Special Education Resource Teachers will be distributed proportionately taking into account student needs and school programs based on the Funding Model allocation.
- 12.6 Subject to changes required by the Education Act, as amended, there will be no change in Board practices with respect to class size and Teacher workload unless negotiated.
- 12.7 A review of the staffing procedures shall be conducted each year by the Permanent Board/Federation Committee. The Permanent Board/Federation Committee will report to both the Board and the Federation by 15 December each year.

## **ARTICLE 13.0 POSITIONS OF ADDED RESPONSIBILITY**

- 13.1 The allocation of the number of PAR positions and allowances to secondary schools shall be the responsibility of the Joint Secondary Staffing Committee. The committee shall use the funding formula to determine the number of PAR positions using the Board-approved projected ADE for students under twenty-one years of age and for students twenty-one years of age and over.
- 13.2 The distribution to schools shall normally be completed by 7 February for the following school year using the 31 October enrolment of the current school year rounded to the nearest hundred which includes all students enrolled at the school.

### **Local School Organization**

- 13.3 The organizational chart for the school shall be prepared annually for the forthcoming school year. In consultation with the School Work Team, current staff committee and teaching staff, each school Principal shall determine a PAR structure to meet the school's supervisory, pedagogical needs within the limitations of the funding formula. The PAR structure shall be as follows:
- a) Every organizational unit (except Community Education Centres and Student Services) will be subject or programme based.

- b) Each PAR position shall be filled by one person.

Notwithstanding (b) above, it is agreed that North Addington Education Centre and Sharbot Lake High School will continue their existing PAR structure until a PAR vacancy occurs, at which time the PAR organization will be reviewed.

- c) Safety, programme and curriculum concerns will be reviewed in an effort to balance workload for PAR positions.
- d) The PAR proposal for the school must be endorsed by the School Based Work Team and passed by motion of the Teaching Staff by 28 February for implementation the following school year.
- e) Prior to final staff decisions, continuance of the current organizational pattern or any proposed modification and restructuring by school staffs for the forthcoming school year must be brought to both the Superintendent of Human Resources and the Teachers= Bargaining Unit Executive for advice and recommendations by 31 March. Such proposals shall show the number of sections and Teachers for each position of added responsibility, and the subjects that may be combined under a leadership position.
- f) Proposals will be sent to the Joint Secondary Staffing Committee by the 15 April for final review and recommendation.
- g) The final approved PAR proposal shall be forwarded to the appropriate Superintendent for approval and implementation.
- h) The annual review of a proposed school organization may produce recommendations for specific changes in the status of individuals currently in positions of added responsibility. Such changes shall conform to the normal staffing procedures of the Limestone District School Board:
- i) When a position of added responsibility is to be reduced or eliminated, the incumbent shall be notified prior to May 31. Normally, the effective date for such a change in status shall be August 31 and the conditions of the Collective Agreement in force shall apply.
- j) When a new position is to be introduced or a position is vacated, the new or vacant position shall be identified in the proposal submitted and shall be advertised throughout the system.



- k) A person appointed as department head of a subject organizational unit shall hold specialist or honour specialist qualifications in one or more of the subjects taught in the organizational unit for which the Teacher is appointed.
  - l) A person appointed as department head to a non-subject organizational unit shall hold specialist or honour specialist qualifications in respect of the organizational unit for which the Teacher is appointed.
  - m) If no appropriate candidates with specialist qualifications in the subject area apply for a position of department head then a person not holding a specialist qualification in the subject area may be appointed on an interim basis for not more than one school year.
- 13.4 A review of the Article with respect to Positions of Added Responsibility shall be conducted by the Permanent Board/Federation Committee upon request by either the Board or the Federation in accordance with Article 9.0.

## **ARTICLE 14.0 CRIMINAL RECORDS CHECK**

- 14.1 The Federation may grieve any disciplinary action taken against a Teacher based on or related to the information that the Teacher is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.
- 14.2 The Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/1 of the Education Act are stored in a secure location and in a confidential manner. Access to such records and information shall be strictly limited to the Teacher, the Superintendent of Human Resources and a limited number of confidential personnel designated by the Superintendent. The delegates shall not be members of the Bargaining Unit.

## **ARTICLE 15.0 ENTITLEMENT**

- 15.1.1 A Teachers entitlement with the Board is that fraction of full-time employment that is due to a permanent or probationary Teacher as verified by the Principals Recommendation Form(s). If the entitlement is less than full-time, an increase in this entitlement can be gained as provided for in Article 15.2.1 and 15.2.2.
- 15.1.2 A Teacher who requests a reduced teaching load under this Article shall retain his/her entitlement.

- 15.1.3** A Teacher who requests a part-time position, normally not later than **31** March, or **15** November for Semester II, or who has a written agreement with the Board establishing his/her entitlement, shall retain his/her entitlement, this entitlement being restored to him/her upon application.
- 15.1.4** A Teacher who does not receive his/her full entitlement during any one staffing round, will be given the opportunity to apply for part-time leave under Article **15.1.5**, while retaining the option of returning to his/her previous entitlement whenever the opportunity presents itself.
- 15.1.5** All requests for a leave to reduce teaching load shall be made by **31** March, or **15** November for Semester II, and should be supported by a letter stating relevant details and considerations such as the nature of the change, the length of time the change is to be in effect, and the terms of the Teachers return to his/her previous status.
- 15.1.6** At the end of the part-time assignment, the Teacher will have the right to return to his/her previous teaching status with the Board. Normally the Teacher cannot expect to return to his/her previous teaching status until the expiration of the part-time teaching assignment.
- 15.1.7** Should the Teacher wish to return to his/her previous teaching status earlier than arranged, he/she must provide written notification to the Superintendent of Human Resources by **31** March of any year for return the following September. When a Teacher exercises this option, the Board will notify the Federation.
- 15.1.8** Teachers who have their full teaching assignment in the first semester in any one year, and who are on probation, will be considered as part of the staffing complement of their school(s) when staffing for the following year is carried out.
- 15.2.1** A Teacher with at least a three (**3**) credit course entitlement shall be permitted to increase his/her entitlement to full time, according to certification and seniority, before any new Teachers from outside the system are hired. Consideration will also be given to other qualified part-time Teachers who wish to increase their entitlement before any new Teachers are hired.
- 15.2.2** Notwithstanding Article **15.2.1**, all vacancies shall be advertised in accordance with Article **19.0**, and be open to all secondary Teachers within the system. Teachers wishing to exercise their rights under Article **15.2.1** must apply for the advertised position, and indicate in their application their current entitlement with the Board. Applicants will compete for the position(s).
- 15.2.3** Applications from Occasional Teachers in response to internally advertised

positions shall be considered for permanent and probationary positions that become available within the board prior to external advertising.

- 15.3.1 Extended Occasional positions which become retroactive teaching positions (Article 19.7.2) as of the end of Semester I will be recognized for staffing purposes in March of that year. Extended Occasional positions which become retroactive teaching positions as of 30 June will be recognized for staffing purposes as of that date and any increased entitlement will be added to the previous entitlement at this time only. No change will be made to staffing placements made prior to 30 June.
- 15.3.2 A retroactive teaching position will be issued in accordance with Article 19.7.2 and an Extended Occasional Teacher holding this position **will** complete the semester assignment as required by the Education Act.
- 15.4.1 For a part-time Teacher, salary (including appropriate allowances), sick leave and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment. Such prorating shall be in accordance with the chart set out in Article 36.4. The minimum entitlement of a part-time Teacher shall be 1 class.

## **ARTICLE 16.0 TEACHER PERFORMANCE APPRAISAL**

- 16.1 The following clauses apply to performance appraisals conducted under Ontario Regulation 99/02, Teacher Performance Appraisal and Ontario Regulation 98/02, Teacher Learning Plans, **as** amended.
- 16.2 The Board will consult with the Federation in the development of, and prior to making modifications to, the Board's policies and procedures regarding Teacher Performance Appraisals. A Teacher Performance Appraisal shall be conducted in accordance with Board policy.
- 16.3 The Board/Federation Committee will meet to discuss issues arising from the implementation of the Teacher Performance Appraisal.
- 16.4 The Board will notify the Federation when a Teacher receives an unsatisfactory rating.
- 16.5 The Federation has the right to file a grievance with respect to the performance appraisal report of a Teacher which may lead to termination up to the last day of the school year in which the performance appraisal cycle is completed.
- 16.6 Teachers, including those holding positions of added responsibility, shall not

perform any aspect of the performance appraisal.

- 16.7 A Teacher shall be given at least 48 hours notice before a classroom observation that is related to the performance appraisal.
- 16.8 Following an unsatisfactory performance appraisal rating, a Teacher shall be allowed a minimum of eight school weeks to improve before the next performance appraisal procedure begins. It is agreed and understood that the eight school weeks may extend into a subsequent school year where there are not eight school weeks remaining in the school year in which the unsatisfactory rating was received.

## **ARTICLE 17.0 PROBATIONARY PERIOD**

- 17.1.1 A Teacher newly hired by the Board shall serve a probationary period of one school year or equivalent of active teaching service. Confirmation of the completion of the probationary period shall be sent in writing to the Teacher with a copy to the Federation.
- 17.1.2 In the case where a probationary Teacher is absent for one month or longer, the probationary period may be extended by the length of the absence. In such case, the probationary Teacher shall be so informed in writing with a copy to the Federation.

## **ARTICLE 18.0 SENIORITY**

- 18.1.1 The draft Seniority List shall be in schools as early as possible, but no later than 31 March. Copies of both the draft and final Seniority Lists shall be sent to the Principals and the District Officer.
- 18.1.2 A Secondary Seniority List for staffing, prepared by the Board as early as possible but no later than April 15, and approved by the Federation, shall be used to identify which Teachers are surplus to their schools and/or redundant to the system, should such identification be necessary. The Federation shall indemnify and save the Board harmless from any claims related to the preparation and maintenance of the Secondary Seniority List.
- 18.1.3 The Seniority List will be established for Teachers employed by the Board. This list will record the school, Teacher, the Teacher's seniority and the Teachers qualifications. Qualifications shall be in accordance with the Education Act, as amended and regulations made thereunder, and the Ontario College of Teachers' Act, as amended and regulations made thereunder.

18.2.1 Seniority shall be determined by the placement on the appropriate OSSTF District Seniority List as of 31 December, 1997 which will be deemed the length of continuous service. Seniority will be determined by the length of continuous service with the Limestone District School Board and the Frontenac County Board of Education, or the Limestone District School Board and the Lennox and Addington County Board of Education, calculated from the month the Teacher starts his/her duties and shall be expressed to the nearest tenth whether the Teacher is teaching a ten-month or eleven-month school year. Although a Teacher may teach a ten-month or eleven-month school year the maximum seniority that can be accrued per year is one (1) year.

18.2.2 Should a tie in rank ordering occur based on 18.2.1, the following criteria shall be used in sequence to break the tie: Total years of secondary teaching experience with the Board of Employment on 31 December, 1997 (i.e. either the Frontenac County Board of Education or the Lennox and Addington County Board of Education) and secondary teaching experience with the Limestone District School Board:

THEN

Total years of teaching experience with the Board of Employment on 31 December, 1997 (i.e. either the Frontenac County Board of Education or the Lennox and Addington County Board of Education) and teaching experience with the Limestone District School Board;

THEN

Total years of secondary teaching experience in Ontario;

THEN

Total years of teaching experience in Ontario;

THEN

Total years of teaching experience in Canada;

THEN

By lot.

18.3.1 It is understood that with respect to qualifications in a subject area, for the purposes of this Article, a Teacher is considered certificated in a subject area when that subject area is listed on the Teacher=s Ontario College of Teachers=

Certificate of Qualifications.

- 18.3.2** In order for a Teacher to teach outside of his/her area of certification, a mutual consent agreement must be signed by the Teacher, the Principal and approved by the Superintendent of Human Resources.
- 18.3.3** Where ambiguity may exist in some areas of certification, these situations will be dealt with at the staffing meetings on an individual basis, and subject to the subsequent approval of the Joint Staffing Committee, the Federation and the Board.
- 18.3.4** Subject to the qualifications regulation, any Teacher who holds qualifications in any of Physics, Biology, Chemistry, Geology or Science, or who holds a specialist certificate or equivalent in Science, shall be considered to be qualified in Physics, Biology, Chemistry, Geology, Science and General (Intermediate) Science.
- 18.4** The following qualifications will be used in determining the placement of Teachers under Article 19.0:
- a) Those subjects recognized by the Ministry of Education as generating a credit in that subject;
  - b) Guidance;
  - c) Librarianship;
  - d) Special Education (for programmes such as Learning Program Support or Special Education Resource)
- 18.5** When a Teacher is hired on a temporary basis (occasional) to fill a teaching vacancy, subject to that vacancy being approved by the Superintendent of Human Resources and the Board, and he/she is then hired as a probationary or a permanent Teacher in the same teaching position, he/she shall have his/her effective date of hire back-dated to when the actual teaching assignment first began; and his/her seniority shall accrue from that date.
- 18.6.1** Any Teacher who is assigned on a temporary basis of up to one (1) year to an acting administrative position shall continue to accumulate seniority on the Secondary Seniority List.
- 18.6.2** A Teacher on part-time employment with the Board will accrue seniority at the full-time rate during the period of his/her part-time employment.
- 18.7.1** A Teacher who is positioned in a secondary school as a School to Community Teacher on September 1, 2001 shall, in addition to being placed on the OSSTF

seniority list, be placed on a School to Community seniority list. Seniority shall be in accordance with the Memorandum of Agreement dated December 21, 2000.

- 18.7.2 For additions to the School to Community Seniority list after September 1, 2001, a Teacher must apply and be appointed to a Secondary School to Community Position which has been advertised in accordance with Article 19 of the Collective Agreement.
- 18.7.3 A secondary School to Community Teacher on September 1, 2001, who holds qualifications in Special Education and TTR shall be considered to be qualified for all secondary School to Community positions.

## **ARTICLE 19.0 SURPLUS AND SURPLUS RELATED TRANSFER OF TEACHING PERSONNEL**

- 19.1 Wherever possible, it is the intention of the Board to avoid declaring surplus to the needs of the system any Teacher who has a permanent position with the Board. While normal attrition may allow the retention of all the present teaching staff members who wish to remain with the Board, decreasing enrolments and Provincial regulatory changes may make it necessary to reduce the number of teaching staff employed by the Board, or changing student option-selection patterns may make it necessary to change the complement of a teaching staff. The procedures set out in this Article are designed to accomplish the difficult task of identifying Teachers who are surplus to the needs of their present school, and perhaps redundant to the needs of the system, in a manner that provides the Teacher with the greatest possible degree of consideration and fair treatment and in a manner that assures the highest available standard of instruction in the classroom.
- 19.2.1 The procedure for establishing the initial staffing resources available to each secondary school for the next school year shall be implemented by the Joint Secondary Staffing Committee as described in Article 9.0 and 12.0 and shall be as follows:
  - 19.2.2 Determination of the official projected enrolment for the system and the individual schools as soon as possible after 30 January;
  - 19.2.3 Determination of the number of staff available to the system and to individual schools, in accordance with Article 9.0 and 12.0 of the Collective Agreement.
- 19.3.1 Adjustments to the initial staff allocation may be made by the District Secondary Staffing Committee, subject to review by the Joint Secondary Staffing Committee. The District Secondary Staffing Committee consists of the

Superintendent of Human Resources and/or designate, Human Resources staff, the Secondary School Principals, with the District Officer (or member designated by the TBU Executive) present as an observer at all stages.

19.3.2 The Principal and the School Based Work Team will determine the number of positions surplus or partially surplus to the school, and identify the Teachers who are surplus or partially surplus to the school as a result. Such a determination will be done in the following manner:

- a) Review the seniority of all members of the school's staff including those members of staff who are returning from leave, loan, exchange, LTD or who are assigned to the staff by the Superintendent of Human Resources;
- b) Review the teaching assignments required to staff the school. All such assignments shall be in accordance with each Teacher's subject certification as defined in Article 18.0;
- c) An assignment which is an exception to this practice shall be permitted only where it does not result in a Teacher, who is certificated in the subject area in question, being declared surplus to his/her school or redundant to the system;
- d) Assignment of a Teacher with less seniority in a certificated area to an approved Focus Programme must be approved by both the Board and the Federation;
- e) The Principal shall notify the District Secondary Staffing Committee of:
  - i. Teachers identified as surplus to the needs of the school, with every effort being made to ensure that those Teachers identified as surplus to the school, are those with the least seniority in each of the subject areas for which they are qualified,
  - ii) Those positions still vacant and which cannot be filled by members of the current staff, and,
  - iii) Those assignments tentatively made as exceptions as allowed in Article 19.3.2(c).

### **Voluntary Transfer/Exchange**

19.3.3 Teachers requesting a transfer/exchange may be asked to follow procedures similar to those used in regular hiring procedures. It is understood that

- i) Due consideration will be given to a Teacher's position on the Seniority List in all decisions related to transfer in order to avoid, if at all possible, involving a Teacher in a transfer between schools if the Teacher is ultimately redundant to the system;



- ii) Teachers may place their names on a Voluntary Transfer/Exchange List by contacting the Federation prior to 10 April and indicating their current school location, certification, seniority, and preferred new location(s) in ranked order. The Federation will provide this information to the District Secondary Staffing Committee immediately prior to the first placement meeting;
  - iii) Following the implementation of **19.3.2** (a), (b), (c), (d) and (e) the District Secondary Staffing Committee will place Teachers from the Voluntary Transfer/Exchange List into any remaining vacancies on the basis of certification, seniority, and indicated preference, before any placements are made from the surplus list;
  - iv) When requested, transfer/exchanges may be for a stated period of time (e.g. one semester, one year, but not more than two years). At the end of the stated period or on the completion of two full years the transfer/exchange will revert or, with the approval of the District Secondary Staffing Committee and the Teacher(s), will be made permanent;
  - v) The Voluntary Transfer/Exchange List as compiled in (ii) will remain in effect and be used as other vacancies occur throughout the staffing year on the condition that the vacancy is filled before the start of a semester. Teachers wishing to remain on the list for the subsequent staffing year must repeat the procedure outlined in (ii).
- 19.3.4** Following the disposition of all transfer/exchange requests the Principal and the School Based Work Team of each secondary school shall repeat **19.3.2** (a), (b), (c). The Superintendent of Human Resources, in consultation with the Principals, shall compile a final list of Teachers who are surplus to their schools, and of positions still vacant.
- 19.3.5** The District Secondary Staffing Committee will examine the list of Teachers declared surplus to the needs of individual schools, and the placement by the Superintendent of Human Resources of suitably certificated surplus Teachers in those positions still vacant in the system. If no teaching position is vacant for which the surplus Teacher is certificated, the Superintendent of Human Resources shall place the Teacher in a position within the system for which the Teacher is certificated, and which is held by a Teacher with less (normally least) seniority.
- 19.3.6** Every effort, however, shall be made to minimize the extent of the geographical dislocation of a Teacher's place of work as a result of this placement. It is understood that in extreme cases, it may be considered appropriate for the Superintendent of Human Resources to reassign a Teacher with less seniority

to another school to reduce the impact of the relocation on the Teacher with more seniority.

- 19.3.7** Those Teachers identified as redundant to the system shall be the Teachers with the least seniority in the district.
- 19.3.8** After the start of the school year, Teachers will be placed from the surplus list into sections based on seniority and the subject areas in which they hold qualifications.
- 19.4.1** The Superintendent of Human Resources or designate will notify those Teachers who are now redundant to the needs of the system and for whom no positions are available. If possible, this notification will be given on or before 30 May each year. This written notification will include a formal statement from the Board which indicates that the position was terminated because of a surplus of staff for the following year and normally will incorporate a statement from the Board which indicates that a Teacher was considered to be an effective Teacher.
- 19.4.2** Any Teacher identified in Article 19.4.1 on the redundancy list for the system, will be retained provided the Teacher indicates annually by 31 March in writing to the Superintendent of Human Resources that he/she intends to be available for a position in any school, provided the Teacher has not been hired by another Board, and provided the Teacher does not accept a severance allowance as specified in Article 19.5.7.
- 19.5.1** A department head shall be exempted from consideration as a Teacher surplus to his/her school for the duration of that appointment subject to the following considerations:
- a) No Teacher will be declared redundant to the system as a consequence of a Teacher with less seniority being retained in the system as a department head.
  - b) If a Teacher with more seniority becomes surplus to a school as a result of a Teacher with less seniority being retained within a school as a department head, the Teacher who is declared surplus will be so identified and given the following considerations:
    - i) The Teacher will be positioned in another school in the system using the regular staffing process.
    - ii) The Teacher's assignment will not be split between schools as consequence of the transfer.

- iii) Each year, following the transfer of such Teacher(s) and upon formal request (in writing) of the Teacher to the Superintendent of Human Resources, notice to be received by 31 March, the Superintendent of Human Resources will position the Teacher in his/her former school as per Article 19.3.2 (a) for the purpose of determining the number of positions surplus or partially surplus to the school concerned.
- 19.5.2 Because of the unique consideration provided for in Article 19.5.1, the Board agrees that when appointing a Teacher to the position of department head, sufficient care will be taken in assessing the current and projected situation with respect to staffing and student enrolment in the district to ensure that such an appointment will not result in a Teacher currently with the Board being declared redundant to the system.
- 19.5.3 At no time will a permanent Teacher employed by the Board be identified as surplus to the needs of a school where a probationary Teacher is teaching a programme in that school for which the permanent Teacher is certificated.
- 19.5.4 No new Teachers are to be hired into the system until all Teachers named on the redundancy list have been dealt with under the terms of Article 19.3.5. For these purposes, a new Teacher is defined either as a Teacher who is not currently employed by the Board, or as a Teacher who is currently employed by the Board and who, as a consequence of the appointment, would increase his/her entitlement with the Board. Every effort will be made to resolve the issue of Teachers with assignments split between schools before new Teachers are hired.
- 19.5.5 If any Teacher is declared surplus to the needs of his/her school and as a consequence is transferred to another school, provided that voluntary transfers are accommodated first, where possible, the Teacher shall be given the option of filling a vacancy for which he/she has the appropriate subject certification and which occurs in his/her original school prior to 15 August of the year in which the Teacher was transferred.
- 19.5.6 The Superintendent of Human Resources will offer to a Teacher who is declared redundant to the system, (either totally or for one semester), the Teacher's choice of one of the following alternatives to regular full-time employment:
- i. Take a leave of absence (Article 26.0) during which he/she will be placed on the list of Secondary Occasional Teachers. Teachers choosing this option shall be retained on the redundancy list and shall be offered any regular teaching positions for which they are eligible under Article 19.3.5

before new Teachers are hired.

OR

- ii. Take leave of absence under Article 26.0 for one year, after which the Teacher shall have the choice of:
  - a) Being placed on the list of Occasional Teachers, or
  - b) In the case of a permanent Teacher, being paid a severance allowance as specified in Article 19.5.7.

OR

**19.5.7** In the case of a permanent Teacher, resign and receive a severance allowance of ten (10) days salary according to the Teacher's entitlement and grid position for each year of recognized teaching experience with this Board, to a maximum of 100 days. It should be noted that:

- a) A Teacher who is declared redundant according to Articles 19.3.5 and 19.3.6 and who refuses to accept a subsequent offer of a teaching position at his/her entitlement for which the Teacher is certificated, will have his/her employment terminated;
- b) Notwithstanding any eligibility for a gratuity under Article 33.0 when a Teacher receives a severance allowance under this section, no gratuity under Article 33.0 will be paid.

**19.5.8** The onus shall be on the Teacher on the redundancy list to inform the Board and the Federation in writing of any change of address. In the event that such a Teacher cannot be located through a normal Post Office address or telephone number, the Teacher's name will be removed from the list.

**19.5.9** A Teacher who remains fully redundant for a period of two (2) years for which there is still no position available with the Board, shall be removed from the redundancy list.

**19.5.10** A Teacher who is declared surplus to his/her school and/or redundant to the needs of the system may apply to the Superintendent of Human Resources, through the Federation, for a review of the circumstances leading to that declaration. The Teacher may request representation on his/her behalf by a member of the Teachers' Bargaining Unit Executive of the Federation.

**19.6** It is understood that all Teachers on leave, loan, or exchange, or returning from

- such leave, loan, or exchange, are subject to consideration under the provisions of this Article on the same basis as all other secondary school Teachers in the employ of the Board. Except that where a Teacher has been on leave, loan, or exchange for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to his/her former school for staffing purposes, and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of Teachers.
- 19.7.1 All vacancies including positions of responsibility will be posted internally in all of the Board's Secondary Schools at least seven (7) school days prior to the stated closing date for applications with the proviso of Article 19.3.3. The seven (7) school day period may be shortened or waived by mutual agreement between the District Officer and the Superintendent of Human Resources.
- 19.7.2 Any vacancy which occurs for a complete semester in a course or programme shall be recognized as a regular position for the individual who is appointed to it. If the vacancy has arisen from a Teacher who will be returning to the school's complement for the next staffing round, then both Teachers will be considered as part of that school's complement, and will be dealt with by the established staffing procedure.
- 19.7.3 Any vacancies created by members going on leave in excess of twenty (20) consecutive teaching days, shall be advertised as extended occasional positions, and offered to members on the surplus list according to certification and seniority prior to external advertising.
- 19.7.4 Any PAR vacancy created by members going on leave known to be in excess of twenty consecutive teaching days and less than one semester, shall be advertised and filled internally within the school.
- 19.7.5 A vacancy created by the temporary absence of the incumbent for a full semester or longer, shall be advertised District-wide as an Interim PAR position.
- 19.7.6 A Teacher appointed as an interim Department Head due to the temporary absence of the incumbent, shall return to the previous school's complement for staffing purposes at the end of the interim appointment.
- 19.8.1 Upon the return of a Teacher from an absence due to Long Term Disability of up to five (5) full semesters excluding the semester in which the absence begins, the Board shall place that Teacher in his/her former position in his/her former school. Only if the Teacher has been declared surplus in his/her school will the Teacher become a system responsibility for staffing purposes, and be

placed in accordance with the Articles of this Collective Agreement having to do with the placement of Teachers who are surplus or redundant to the needs of the system.

Notwithstanding the above, the Teacher may agree to accept an alternate placement, mutually agreed upon.

19.8.2 Upon the return of a Teacher from a leave for Long Term Disability of over five (5) full semesters excluding the semester in which the absence begins, the Teacher will become a system responsibility for staffing purposes, and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of Teachers who are surplus or redundant to the needs of the system.

19.9.1 If a full-time Teacher who is teaching in a single location leaves the employ of the Board in the middle of the school year, the vacancy created shall be advertised internally as a full-time position. The vacancy created by the successful applicant to this position shall be advertised internally to the maximum entitlement of that Teacher in his/her former school. If the position is not filled internally, then the vacancy created for the second semester shall be advertised externally as a part-time position. The process shall continue until such time as the Teacher being appointed is either a part-time teacher or is in more than one location.

### **School to Community Staffing**

19.10.1 As a result of the implementation of the Ontario Secondary School to Community Staffing Program, there will be set up which will consist of representatives of the Ontario Secondary School Teachers' Federation, the Superintendent of Human Resources, a Secondary School Principal, the School to Community Staffing Program, and two Teachers teaching in the School to Community Program. The School to Community Staffing Program will be developed as a staffing program each year for submission to the District Board of Education. This program will also be presented to the Secondary School to Community Program staff.

19.10.2 A Secondary School to Community Teacher may be redeployed to another Secondary School to Community class during the school year to respond to changes in enrolment of Secondary School to Community pupils.

19.10.3 Where changes in enrolment necessitate that a Secondary School to Community position be moved to another school during the school year, the incumbent Teacher may elect not to be redeployed to another school. Subject to qualifications and vacancies, the incumbent Teacher may be assigned to

another position in the school. Notwithstanding this, should no vacancy exist for which the incumbent Teacher is qualified, the Teacher will be declared partially or fully surplus and may take an unpaid leave of absence for the balance of the school year. The Teacher will be subject to the placement provisions of the Collective Agreement for the following school year.

## **ARTICLE 20.0 TERMINATION OF EMPLOYMENT**

- 20.1 A Teacher may resign or retire at the end of a semester, after having given notice in writing thirty (30) days prior to the end of the semester. Teachers shall make every effort to notify the board of their intention to retire in writing sixty (60) days prior to the end of the semester.
- 20.2 The Board or a Teacher may terminate a Teacher's employment at any time by mutual consent in writing.
- 20.3 A Teacher who wishes to bridge the period from the end of a semester to the Teacher's retirement date may request a leave of absence without pay for that period.
- 20.4 The Board may terminate the employment of a Teacher at the end of a school year by following the redundancy procedures under A 19.0 and having given notice in writing thirty (30) days prior to the end of the school year.
- 20.5 The Board may terminate a Teacher's employment for just cause at any time after notification in writing as per Article 6.0.
- 20.6 The Board, or a Teacher, who is employed as a night school or summer school Teacher, shall give written notice to the other party of not less than two weeks to terminate the Teacher's employment.

## **ARTICLE 21.0 SCHOOL CLOSURE, CONSOLIDATION, TRANSFER, OR EXCHANGE**

- 21.1.1 In the event that the Board closes, consolidates, transfers or exchanges a school, the following procedures will be used to redistribute the staff of the school:
- 21.1.2 Teachers will be considered surplus to the school which has been closed, consolidated, transferred or exchanged, and placed within another school in the system according to his/her subject qualifications, by the process outlined in Article 19.0.
- 21.1.3 Teachers holding positions of added responsibility shall, should they no

longer hold such positions, have the right of first refusal to comparable new or vacant positions of responsibility for which they are qualified for a period of three years following the closure, consolidation, transfer or exchange.

## **ARTICLE 22.0 FINANCIAL SUPPORT FOR SPECIALIZED TRAINING**

- 22.1 When the Board specifically requests a Teacher to obtain further education or training in an area in which the Board requires greater Teacher expertise, the Board shall assume the cost of tuition, textbooks, transportation, and basic room and board for the designated Teacher. Transportation, room, and board costs will only be reimbursed when the course of instruction is not available in the Board's jurisdiction.
- 22.2.1 The Board will provide a fund to cover allowances paid to those Teachers who are qualified to substitute for an Administrator as outlined in Article 32.1.1.
- 22.2.2 A Teacher qualified to substitute for an Administrator who has less than a full-time administrative assignment shall have the amount received prorated.
- 22.3 The Board agrees to offer training and updating as needed, for Teachers in the use of computer technology required in the performance of their duties. Mandated in-service will be provided during the regular work day.
- 22.4 Teachers will be provided with access to computers, utilizing the Board server, on school sites, as required in the performance of their duties.

## **ARTICLE 23.0 SHORT TERM PAID LEAVE**

### **Personal Leave**

- 23.1.1 Personal leave with pay, to a total of five (5) days per school year, may be granted for reasons which are unavoidable or extraordinary. Such leave shall be granted at the discretion of the Principal, in consultation with the designated supervisory officer. Such leave will be deducted from accumulated sick leave. Personal leave cannot be accumulated.
- 23.1.2 Late return from and early leave taken before specified holiday periods will be taken as absence without pay and approved at the discretion of the designated supervisory officer.

### **Compassionate Leave**

- 23.2 Notwithstanding the above, compassionate leave will be granted at the discretion of the Principal, in consultation with the designated supervisory



officer, and such compassionate leave will not be deducted from accumulated sick leave credits.

### **Family Leave**

23.3 Family leave, with pay, to a total of five (5) days per school year, may be granted in the case of a family emergency, or the serious illness of a family member. Such leave may be granted at the discretion of the Principal. Such leave will be deducted from accumulated sick leave. Family leave cannot be accumulated.

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23.4 In the event of extremely severe weather, (e.g. cancellation of bus transportation) or if a public road is not plowed for the day, the Teacher, after consultation with the site administrator, shall be directed to report to an alternate site, or report to the nearest secondary school, or report late to his/her school when road conditions permit. There shall be no loss of pay for the Teacher. Such leave is not deducted from accumulated sick leave.

### **Quarantine Leave**

23.5 Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of his/her duties a Teacher is quarantined or otherwise prevented by the medical officer of health from attending to his/her duties, leave will be granted without loss of pay. Such leave is not deducted from accumulated sick leave.

### **Jury/Summons Leave**

23.6 Leave of absence without loss of seniority shall be granted to a Teacher who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which he or she is not a party or one of the persons charged, is absent from duty. The Board shall pay such a Teacher the Teacher's regular salary provided the Teacher presents proof of service to the Board. The Teacher shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the Teacher receives as a juror or as a witness. Such leave is not deducted from accumulated sick leave.

### **Parenting Leave**

23.7 Parenting Leave with pay, to a total of five (5) days per school year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the Principal, in consultation with the designated Supervisory Officer, and shall not be deducted from sick leave. It is understood that Teachers who take pregnancy leave are not eligible for this leave.

### **Family Medical Leave**

23.8.1 Family medical leave as per the Employment Standards Act, may be taken to

provide care and support to a specified family member for whom a qualified medical practitioner has issued a certificate indicating that the family member has a serious medical condition and that there is a significant risk of death occurring within a period of 26 weeks.

23.8.2 For purposes of this leave, a specified family member is deemed to be:

1. The employee's spouse (including same-sex spouse)
2. A parent, step-parent or foster parent of the employee; or
3. A child, step-child or foster child of the employee; or the employee's spouse.

23.8.3 For Teachers who qualify for Employment Insurance Benefits under Human Resources and Skills Development Canada's Compassionate Care Benefits, the Board shall provide a Supplementary Unemployment Benefits plan which will pay:

60% of the Teachers normal weekly earnings during the mandatory two week waiting period for Employment Insurance benefits; and

- 60% thereafter of the Teachers normal weekly earnings minus the E.I. benefits for the number of weeks for which E.I. compassionate Care are payable. The combined weekly level of EI benefits, SUB payments and other earnings shall not exceed 60% of the Teacher's normal weekly earnings.

23.8.4 The employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in article 23.8.1 begins.

23.8.5 The employee may not remain on a leave under this section after the earlier of the following dates:

1. The last day of the week in which the individual described in clause 23.8.1 above dies.
2. The last day of the week in which the period referred to in 23.8.1 above ends.

23.8.6 If two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in 23.8.1 above that applies to the first certificate issued for the purpose of this section.

23.8.7 A request for Family Medical Leave shall be made in writing through the Superintendent of Human Resources. The request shall include the dates on which the employee intends to leave and return to active employment. The

employee will provide to the employer a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.

- 23.8.8 An employee may take a leave under this section only in periods of entire weeks.
- 23.9.1 An employee on Family Medical Leave shall continue to be entitled to all benefits which would have been received if the employee had been actively employed. These include:
- a) Accumulation of credit for sick leave, seniority, and experience, and
  - b) Employee benefits.
- 23.10.1 An employee returning from Family Medical Leave shall be reinstated to the same position held in the same worksite prior to the leave.
- 23.10.2 Employees dis-entitled or disqualified from receiving E.I. benefits are ineligible for SUB.
- 23.10.3 The employee must provide the Board with the proof that he/she is receiving E.I. benefits before SUB is payable.
- 23.10.4 Employees do not have the right to SUB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- 23.10.5 No supplemental benefit will be paid under this plan for a week which falls outside the employee's normal work year.

## **ARTICLE 24.0 PREGNANCY & PARENTAL LEAVE**

- 24.1.1 "Pregnancy Leave" means leave taken for purposes related to giving birth and/or recovering therefrom.
- 24.1.2 Pregnancy Leave shall be granted in accordance with the provisions of the Employment Standards Act, as amended.
- 24.2.1 Pregnancy leave shall be granted to a Teacher who has worked for the Board for at least thirteen (13) weeks as follows:
- a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the teacher may request;
  - b) Pregnancy leave may commence no earlier than the day that is seventeen

(17) weeks before the Teacher's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier;

- c) A Teacher shall give the Board at least two (2) weeks written notice of the date the pregnancy leave is to begin and submit a medical certificate certifying that she is pregnant and the expected date of birth. Teachers are encouraged to give earlier notice, if possible, to assist the Board in the staffing process.
- d) The pregnancy leave may end earlier than planned if the teacher gives the Board four (4) weeks written notice before the desired date of return.

24.3.1 For pregnancy leave only, and in lieu of the option to access sick leave for the presumptive period of recovery in accordance with clause 24.4, a Teacher who is eligible for E.I. benefits may opt for a pregnancy leave SUB top-up. This top-up is defined in clause 24.7.1.

24.3.2 It is understood by both parties to this agreement that the pregnancy leave SUB top-up set out herein is based upon and is subject to Employment Insurance Regulation and procedures.

24.3.3 The pregnancy leave SUB top-up shall provide for the difference between what a teacher received for E.I. and her weekly teaching wage for a maximum of the six week presumptive period of recovery.

24.3.4 To access pregnancy leave SUB top-up, a request shall be made, in writing, to the Superintendent of Human Resources at least two weeks in advance of the anticipated date of birth. To receive pay, the Teacher must also provide the Board with verification of the approved E.I. Claim indicating the amount of E.I. paid to the Teacher, and an indication of the dates that the waiting period was served. This pregnancy leave SUB top-up will be payable only for those days during the six week period which fall on regular school days.

24.3.5 It is understood that should a Teacher elect the option of SUB top-up rather than accessing accumulated sick leave, that there shall be no deduction of sick leave for the period.

24.4 A Teacher going on Pregnancy Leave who is not eligible for E.I. benefits may request sick leave, without providing further medical documentation, for up to the first thirty (30) days from the date of delivery if such Teacher has at least thirty (30) days of accumulated sick leave to her credit. Should the Teacher require additional sick leave beyond the thirty (30) days, the Teacher shall be required to provide medical evidence from her physician. It is understood that

time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave. Sick leave benefits shall not be accessed by the Teacher if the days fall outside the working period for Teachers (i.e. December Break, mid-Winter break, Summer Break)

### **Parental Leave**

24.5 Parental leave shall be granted in accordance with the provisions of the Employment Standards Act, as amended, to a Teacher who has worked for the Board at least thirteen weeks as follows:

- a) Parental leave shall be for up to thirty-five (35) weeks if the teacher has also taken a pregnancy leave or up to thirty-seven (37) weeks if the teacher has not taken a pregnancy leave.
- b) The parental leave of a Teacher who takes a pregnancy leave shall begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) Parental leave may begin no more than fifty-two (52) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- d) Where possible, the teacher shall give the Board at least two (2) weeks written notice of the date the leave is to begin. Teachers are encouraged to give earlier notice, if possible, to assist the Board in the staffing process.
- e) A Teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Board at least four (4) weeks written notice before the desired date of return.
- f) It is understood and agreed that the Teacher shall give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the Teacher to commence leave immediately when the child becomes available.

### **Applicable to Both Pregnancy and Parental Leave**

24.6 A Teacher on Pregnancy Leave and/or Parental Leave as defined in the Employment Standards Act, as amended, shall continue to be entitled to the following:

- a) Accumulation of credit for sick leave, seniority, and teaching experience.
- b) The Board will continue its share of the applicable benefit premiums subscribed to by the Teacher prior to the commencement of the leave

provided the Teacher pays for his/her share of the applicable benefit premiums.

- c) Up to the commencement of pregnancy/parental leave, the Teacher is entitled to be paid according to the following formula:

$$\text{Pay} = \frac{\text{Number of Days Taught in the Current School Year}}{194} \times \text{Salary}$$

- d) It is understood that the Teacher on pregnancy/parental leave or extended pregnancy/parental leave shall be subject to the surplus and redundancy provisions as set out in Article 19.0.
- e) A Teacher who wants to change the date that she/he will return to work shall make every effort to give the Board the earliest possible notice in writing, but in any event shall give written notice at least four weeks before the change is to happen.

#### **Supplementary Unemployment Benefits (SUB)**

24.7.1 Payments made during the Pregnancy/Parental Leave according to the Supplementary Unemployment Benefits (SUB) Plan shall be as follows:

- a) In the case of Pregnancy Leave payment shall be made in accordance with the following:
- i) For the six (6) week period immediately following the birth of the child, and in accordance with Article 24.3, the Board shall pay a top-up as supplement to the Teacher's Employment Insurance Pregnancy benefit. The amount of the supplement shall be equal to the difference between the Teacher's weekly employment insurance benefit and the Teacher's weekly teaching wage and in accordance with the provision of clause 24.2.1.
  - ii) For the remaining eleven (11) weeks of the seventeen (17) week period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the Teacher's Employment Insurance Pregnancy benefit equivalent to the difference between the Teacher's weekly employment insurance benefits and sixty (60%) percent of the weekly teaching wage. It is agreed that the two week waiting period, if applicable, is included in this eleven (11) week period.
- b) In the case of Short Term Parental Leave, two (2) weeks' payment equivalent to sixty (60%) percent of the weekly teaching wage, followed by up to ten (10) weeks' payments equivalent to the difference between the Teacher's weekly rate of employment insurance benefits and sixty (60%) percent of the weekly teaching wage, all with no deduction from sick

leave. The weekly teaching wage would be calculated at the rate of:

$$\text{Weekly Teaching Wage} = \frac{\text{Annual Salary}}{194} \times 5$$

- c) Where a Teacher becomes eligible for an annual increment during the period of pregnancy/parental leave, payments under (a) and (b) shall be adjusted accordingly.
  - d) No supplemental benefit will be paid under this plan for a week which falls outside the Teacher's normal working period.
  - e) Employees dis-entitled or disqualified from receiving E.I. benefits are ineligible for SUB/ top-up.
  - f) Teachers do not have a right to SUB/top-up payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
  - g) The Teacher shall provide the Board with the proof that he/she is receiving E.I. benefits before SUB is payable.
  - h) It is agreed that the teacher shall return to work and remain in the service of the board for a period of at least four months after his/her return to work; and that he/she shall return to work on the date of expiry of his/her pregnancy/short-term parental leave, unless this date is modified with the consent of the board or unless the teacher is thereupon entitled to another leave provided for in this Agreement.
- 24.7.2 Should the teacher fail to make himself/herself available to return to work, the teacher recognizes that he/she is indebted to the Board for the amount received as pregnancy/parental Supplementary Unemployment Benefits (SUB). If it is mutually agreed upon by the board and the teacher that he/she leaves the employ of the board, then all monies paid as supplementary unemployment benefits (SUB) may be retained by the teacher without repayment.

#### **Extended Parental Leave**

- 24.8.1 "Extended Parental Leave" shall mean a parenting leave taken for a period in excess of the thirty-five (35) weeks referred to in the Employment Standards Act, as amended.
- 24.8.2 Further to the provisions in the Employment Standards Act, as amended, the Teacher may take an unpaid Extended Parental Leave which shall not be longer than three (3) full academic years excluding the academic year in which the birth or adoption occurs. Seniority will be accumulated for the period of the



extended leave. The Board shall be given four (4) months written notice of the day upon which the Teacher intends to commence the leave of absence. Such notice shall be given unless there are reasons which are unavoidable or extraordinary.

- 24.8.3 The Teacher shall confirm his/her intention to return or not to return from the Extended Parental Leave by notifying the Board in writing not later than 31 March for September of the following school year and 15 November for the second semester of the same school year.
- 24.8.4 After the completion of this Extended Parenting Leave, the Board shall place that Teacher in the Teacher's former school, subject to the staffing procedures in Article 19.0 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to his/her former school for staffing purposes, and shall be placed in accordance with Article 19.0 Surplus and Surplus Related Transfer of Teacher Personnel.
- 24.8.5 Teachers on Extended Pregnancy /Parental Leave or Parenting leave may retain membership in the Board's benefit plans as subscribed to by the Teacher prior to commencing the leave provided the Teacher pays monthly the applicable benefit premiums associated with continuing coverage and subject to the provisions of the insurance carriers.

## **ARTICLE 25.0 LEAVE OF ABSENCE FOR PROFESSIONAL ENRICHMENT**

- 25.1.1 Leave of absence may be granted to Teachers for the purpose of professional enrichment where such leave is related to teaching under the terms and conditions set out in the following sections.
- 25.1.2 Leave of absence for professional enrichment will normally be limited to not more than three years duration, requested on a yearly basis.
- 25.1.3 Unless otherwise approved by the Board, the maximum number of Teachers granted such leave in any one school year shall not exceed 1% of the total teaching staff.
- 25.1.4 Teachers eligible to apply for such leave of absence shall have at least the following qualifications:
- a) Membership in good standing with the Ontario College of Teachers and
  - b) Two years of service with the Limestone District School Board or its

predecessors.

**25.1.5** Leave of absence will be granted under the following conditions:

- i. Salary will not be paid during a leave of absence approved under this Article.
- ii. Where full-time paid employment is not part of the leave of absence for professional enrichment, the Board shall pay the employer portion of the employee benefit contributions as required by Article 45.0 on behalf of the Teacher, as applicable to the salary which the Teacher was receiving at the commencement of the leave.

**25.2.1** A Teacher who is on a leave of absence for professional enrichment shall notify the Board of his/her intention to return by 31 March for the following school year. Upon the return of a Teacher from a leave for professional enrichment, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to staffing procedures in Article 19.0 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two **(2)** years, the Teacher upon return shall be declared a system responsibility no longer attached to his/her former school for staffing purposes, and shall be placed in accordance with Article 19.0 Surplus and Surplus Related Transfer of Teacher.

**25.2.2.** On return from a leave of absence for professional enrichment the Teacher may apply to have the Board consider such leave as teaching or related experience as specified in Article **40.1.4** and **42.8**.

**25.3** Sick leave credit will not be granted for the period of the leave for professional enrichment.

**25.4** While on leave of absence for professional enrichment the Teacher shall continue to accrue full seniority.

**25.5** Unless otherwise approved by the Board, Teachers on such leave of absence shall agree to return to the employ of the Board for a period at least equal to the number of years of such leave.

**25.6** Applications for such leave of absence must be received by the Director of Education, together with a proposed professional enrichment study programme, on or before 31 March for Semester I or full year, or by 15 November for Semester II.

## **ARTICLE 26.0 LEAVE OF ABSENCE FOR REASONS OTHER THAN PROFESSIONAL ENRICHMENT**

- 26.1 Leave of absence may be granted for reasons not associated with professional enrichment, under the terms and conditions set out in the following sections.
- 26.2 A Teacher shall request a leave of absence for reasons other than professional enrichment by 31 March of the year prior to the leave. In the final year of the leave, the Teacher shall confirm his/her intention to return or not to return by notifying the Board in writing not later than 31 March for the following school year and 15 November for Semester II.
- 26.3 Provided the Teacher undertakes to reimburse the Board monthly for the total premiums, the Board will pay 100% of the required contributions to maintain all employee benefits.
- 26.4 Time spent on a leave of absence for reasons other than professional enrichment shall not count as teaching experience for salary purposes, except for teaching experience in a recognized and accredited secondary school, an elementary school, a college or a university in Canada or in any other equivalent educational system.
- 26.5 While on a leave of absence for reasons other than professional enrichment, the Teacher shall continue to accrue full seniority.
- 26.6 Work experience related to their subject certification gained by Teachers of technical subjects during such leave and approved by the appropriate supervisory officer shall be credited to the Teacher.
- 26.7 Upon the return of a Teacher from the leave of absence, for reasons other than professional enrichment, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article 19.0 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to his/her former schools for staffing purposes, and shall be placed in accordance with Article 19.0 Surplus and Surplus Related Transfer of Teacher Personnel.
- 26.8 Leave of absence will normally be limited to not more than three years duration, requested on a yearly basis.
- 26.9 A Teacher taking a leave of absence under Articles 19.5.7 or 19.5.8 may terminate the leave when offered a regular teaching position. Also a Teacher

taking a leave under Articles 19.5.7 or 19.5.8 may be placed on the Occasional Teacher list and may work as an Occasional Teacher during this leave of absence.

## **ARTICLE 27.0 LEAVE OF ABSENCE FOR TEACHERS TO SERVE WITH SERVICE ORGANIZATIONS**

- 27.1 When a request is made by a Teacher for leave of absence to serve with a service-oriented organization such as C.U.S.O., H.U.S.O., O.X.F.A.M., U.S.O., or other organizations approved by the Board, such leave may be granted under the terms and conditions set out in the following sections.
- 27.1.2 A Teacher applying for service organization leave shall have at least two years of teaching service with the Board immediately prior to service with a service organization, shall be a member in good standing with the Ontario College of Teachers.
- 27.1.3 Unless otherwise approved by the Board, a Teacher granted service organization leave shall agree to confirm his/her intention to return or not to return by notifying the Board not later than 31 March of his/her final year with the service organization.
- 27.1.4 A Teacher granted leave to serve with a service organization shall be eligible, on his/her return to staff, for any revision in salary to which he/she would have been entitled had the leave not been taken.
- 27.1.5 While on leave of absence for service with a service organization, the Teacher shall continue to accrue full seniority.
- 27.1.6 Upon the return of a Teacher from the leave of absence, to serve with service organizations, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article 19.0 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to his/her former school for staffing purposes, and shall be placed in accordance with Article 19.0 Surplus and Surplus Related Transfer of Teacher Personnel.
- 27.1.7 Leave of absence **will** normally be limited to not more than three years duration, requested on a yearly basis by 31 March of the year prior to the leave, and with an indication by 31 March of each year of the leave of the intention for the following year.

27.1.8 Unless otherwise approved by the Board, Teachers on such leave of absence shall agree to return to the employ of the Board for a period at least equal to the number of years of such leave.

## **ARTICLE 28.0 TEACHERS ON LOAN TO DEPARTMENT OF NATIONAL DEFENCE SCHOOLS OVERSEAS**

28.1.1 Permission may be granted to Teachers to serve in Department of National Defence Schools Overseas under the terms and conditions set out in the following sections.

28.1.2 A Teacher who wishes to volunteer his/her services to D.N.D. schools must make application, through the Director of Education, not later than 15 November in the year preceding the year in which he/she wishes to serve.

28.1.3 An applicant must have a permanent position with the Board prior to September of the year in which he/she wishes to serve with D.N.D. Schools Overseas.

28.1.4 While on a loan to Department of National Defence Schools Overseas, the Teacher shall continue to accrue full seniority.

28.1.5 Upon the return of a Teacher from loan to a Department of National Defence school overseas, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article 19.0 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to his/her former school for staffing purposes, and shall be placed in accordance with Article 19.0 Surplus and Surplus Related Transfer of Teacher Personnel.

28.1.6 Leave of absence for Teachers on loan to Department of National Defence (DND) schools will normally be for two years= duration, requested by 31 March of the year prior to the leave. Where DND requests an individual for any additional years the Board will consider the request.

## **ARTICLE 29.0 TEACHER EXCHANGES BETWEEN BOARDS, PROVINCES OR COUNTRIES**

29.1.1 The Board is prepared to accept the conditions as outlined by the Ministry of

Education and Training Memorandum, in force during the period of this Agreement, with respect to Teacher exchanges between boards, provinces, or countries, including its willingness to pay the amount indicated in the Memorandum to the exchange Teacher coming to the Board.

- 29.1.2 Applications shall be submitted to the Board for approval not later than one month prior to the deadline date set forth in the appropriate Ministry of Education and Training Memorandum in force.
- 29.1.3 In the final year of such leave a Teacher on exchange shall notify the Board no later than the 31<sup>st</sup> of March confirming his/her intention to return the following school year.
- 29.1.4 While on Teacher exchange, the Teacher shall continue to accrue full seniority.
- 29.1.5 Upon the return of a Teacher from a Teacher exchange, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article 19.0 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to his/her former school for staffing purposes, and shall be placed in accordance with Article 19.0 **Surplus and Surplus Related Transfer of Teacher Personnel**.
- 29.1.6 Leave of absence for Teacher exchanges will normally be limited to not more than three years duration, requested on a yearly basis by 31 March of the year prior to the leave, and with an indication by 31 March of each year of the leave of the intention for the following year.
- 29.1.7 It is agreed that Teacher exchanges will be between Teachers with similar subject qualifications.

## **ARTICLE 30.0 FUNDED LEAVES**

- 30.1 There shall be two kinds of funded leaves available to Teachers in the employ of the Board, namely:
  - a) Teacher-funded Sabbatical Leave with Salary Holdback (30.2.1)
  - b) Self-funded Leave (X/Y) (30.3.1).

### **Teacher-Funded Sabbatical Leave with Salary Holdback**

- 30.2.1 Applications using the Self-funded Leave form which has been jointly agreed to by the Board and the Federation, shall be submitted by 31 March, to begin the programme the following school year, to the Leave Review Committee whose

membership shall include the following:

- 2 representatives from the Board, and
- 2 representatives from the Federation.

**30.2.2** Applications shall be considered by April 15<sup>th</sup> to begin the programme the following school year. The granting of such a leave shall be governed by the following criteria:

- a) The Teacher holds a permanent position with the Board and has at least seven (7) years teaching experience with the Board;
- b) The Teacher is unlikely to be declared surplus;
- c) The Teacher must declare that, except for emergency circumstances, he/she intends to serve the Board to the end of the completion of the plan;
- d) The potential for programme disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- e) The leave will occur in the second semester of the school year;
- f) The Teacher replacing the Teacher on such leave has less than three (3) years teaching experience;
- g) Such other criteria as seen by the Leave Review Committee to be appropriate in the individual circumstances.

**30.2.3** The salary held back by the Board, at the request of the Teacher, shall be placed in a financial institution of the Teacher's choice in trust for the Teacher, and given to the Teacher along with any accrued interest, in a manner prescribed by the Teacher, in the year in which the leave is taken.

**30.2.4** The Board shall pay the employer portion of the employee benefit contributions as required by Article 44.0, on behalf of the Teacher, during the semester of the leave.

**30.2.5** The Board shall pay \$200.00 to the Teacher during the year of the leave. This amount is to be pro-rated in the same ratio as the part-time teaching assignment bears to the full time teaching assignment.

**30.2.6** Teachers' Pension Plan contributions are permitted as provided by the Teachers' Pension Plan Act, which is, that the percentage rate stipulated in the Act, applied to the total salary that the Teacher would have received had the Teacher-Funded Sabbatical not been taken, may be contributed by the Teacher directly to the Teachers' Pension Plan. This amount shall be paid to the Teacher, by the Board, on receipt of confirmation that the Teacher has paid the permitted amount to the Teachers' Pension Plan.





- 30.2.7 If the Teacher is declared redundant to the system during the years of salary holdback leading to this Sabbatical Leave, the Board shall pay to the Teacher the full amount of salary withheld up to the time along with any accrued interest, in a manner to be determined by the Teacher.
- 30.2.8 A Teacher may withdraw from the plan any time prior to taking the leave of absence provided that he/she has applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the Teacher within sixty (60) days of the notification of the desire to leave the plan.
- 30.2.9 If the Teacher leaves the employ of the Board prior to taking the leave, the Board shall pay to the Teacher the full amount of salary withheld up to the point along with any accrued interest, in a manner to be determined by the Teacher. If the Teacher dies prior to going on leave or while on leave, the Board shall pay the full amount of a salary withheld up to that point along with any accrued interest on a date specified, in a manner to be determined by the executors or administrators of the estate.
- 30.2.10 If a Teacher who is on Teacher-funded Sabbatical Leave with Salary Holdback, decides not to return to the Board, the Teacher shall notify the Board not later than six months prior to the previously arranged date of return, of his/her intention not to return. This notification shall constitute a resignation by the Teacher.
- 30.2.11 While on, and/or at the time of returning from Teacher-funded Sabbatical Leave with Salary Holdback, the Board shall:
- a) Place that Teacher in his/her former teaching position in his/her former school. Only if that position ceases to exist, or the Teacher is declared surplus in the year of the return, will Article 19.0 having to do with the placement of Teachers who are surplus or redundant to the needs of the system be applied.  
  
Notwithstanding the above, the Teacher may agree to accept an alternate placement, mutually agreed upon.
  - b) With the exception of Teachers' Pension Plan deductions, maintain the employer portion of the employee benefit contributions as required by Article 45.0 and applicable to the Teacher had the leave not been taken.
- 30.2.12 A Teacher on Teacher-funded Sabbatical Leave with Salary Holdback shall continue to accrue full seniority.

30.2.13 Sick leave credit will not be granted for the actual period of time associated with a Teacher-funded Sabbatical Leave but shall be maintained and pro-rated to the extent that a Teacher, while on a partial sabbatical retains a regular teaching assignment and/or administrative responsibilities.

30.2.14 All subsections, where appropriate, shall be pro-rated when leaves are less than one full year.

### **Self-Funded X/Y**

30.3.1 This plan is available to Teachers who wish to take a leave of absence, with pay, by spreading 'x' years' salary over a 'y' year period. 'X' shall be less than 'y' and 'y' cannot be less than three (3) or greater than seven (7).

30.3.2 The parties agree to the implementation of the self-funded leave plan as outlined below.

30.3.3 The Federation and the Board acknowledge that the granting of such leaves shall be used to reduce the incidence of declaring Teachers surplus, thereby reducing the extent to which the termination of Teachers' employment is necessary. The granting of leaves under this programme is considered separate from any existing programmes of leaves.

30.3.4 The Teacher shall assume the responsibility of making himself/herself aware of the implications of the plan related to its effect on a Teacher's Pension Plan and income tax provisions.

30.3.5 Applications using the X/Y Self-funded Leave form which has been jointly agreed to by the Board and the Federation shall be submitted, by 31 March to begin the programme the following September, to the Leave Review Committee whose membership shall include the following:

- 2 representatives from the Board
- 2 representatives from the Federation

30.3.6 Applications shall be considered by 15 April to begin the programme the following September. The granting of such a leave shall be governed by the following criteria:

- a) The Teacher holds a permanent position with the Board;
- b) The Teacher is unlikely to be declared surplus during the term of the plan;
- c) The Teacher must agree to return to the Board after the period of leave for a time at least equal to the length of the leave;
- d) The potential for programme disruptions and staff dislocations from the

leave must be seen as tolerable in the circumstances;

- e) Such other criteria as considered by the Leave Review Committee to be appropriate in the individual circumstances.

30.3.7 All leaves approved by the Leave Review Committee shall be forwarded to the Board for their subsequent approval. Denial by the Board shall not be considered a violation of this Agreement.

30.3.8 In the 'y' years of the plan, the Teacher will be paid a fraction of his/her gross salary equal to x/y. The remaining portion of the salary, plus allowances will be accumulated, and this amount plus any interest earned shall be held by the Board to help finance the year of leave. The amount of salary withheld by the Board shall be deposited in a 'trust account' for each individual at the time of regular salary payments; such 'trust account' will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a monthly basis and compounded so as to be at the highest rate paid on the institution's regular 'bonus' savings account.

30.3.9 A ledger reference of each individual Teacher's contribution shall be maintained by the Board. A statement of each Teacher's account will be issued at the end of each school year.

30.3.10 Throughout the leave period, the Teacher shall not receive any **salary** or wages from the Board, other than the deferred salary and the accumulated interest. No money will be paid above the amount actually in the account. As required by legislation, the Teacher must return to the Board after the period of the leave for a time at least equal to the length of the leave.

30.3.11 If the amount received by the Teacher during the leave is less than the accumulated amount in the Teacher's account, the Teacher shall receive the excess in payments at the Teacher's discretion.

30.3.12 During all years that the individual Teacher is participating in the self-funded leave plan, all employee benefits shall be maintained according to the Collective Agreement at a level as if the Teacher were being paid at 100% of his/her salary.

30.3.13 The Teacher's benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the Teacher were being paid at 100% of salary.

30.3.14 A Teacher participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year

leave not been taken, including credit for one year=s seniority.

- 30.3.15 Sick leave credits shall not accumulate during the year spent on leave.
- 30.3.16 Teachers= Pension Plan deductions are to be continued as required by the Teachers= Pension Plan Act on the deemed pensionable salary during all the years that the Teacher is participating, including the year on leave.
- 30.3.17 A Teacher may withdraw from the plan any time prior to taking his/her leave of absence provided that he/she has applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the Teacher within sixty days of the notification of his/her desire to leave the plan.
- 30.3.18 Notwithstanding 30.3.19, a Teacher approved for the self-funded leave plan will not be considered for any other type of leave, unless the Teacher withdraws first from the self-funded leave plan.
- 30.3.19 Should a Teacher die while participating in the plan any balance in the Teacher=s account at the time of death shall be paid to the Teacher=s estate. Any amount due to the Board shall be an obligation of the Teacher=s estate and binding upon the Teacher=s heirs, executors or administrators.
- 30.3.20 **All** Teachers wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- 30.3.21 Income tax shall be deducted on the actual amounts received by the Teacher during each of the years of the plan, subject to the income tax regulations in effect at that time.
- 27.3.22 During the self-funded leave year, the Teacher may engage in such plans of education and employment as he/she chooses, except that he/she may not be employed by the Board in any capacity.
- 30.3.23 Upon the return of a Teacher from a self-funded leave, the Board shall place that Teacher in his/her former teaching position in his/her former school. Only if that position ceases to exist, or the Teacher is declared surplus in the year of return will the Article 19.0 of this Collective Agreement having to do with the placement of Teachers who are surplus or redundant to the needs of the system be applied.

Notwithstanding the above, the Teacher may agree to accept an alternate placement, mutually agreed upon.

30.3.24 The financial aspects of this Section shall be administered by the Superintendent of Finance.

## **ARTICLE 31.0 FEDERATION LEAVE**

- 31.1.1 At the request of the Federation, the Board shall permit up to three members (or equivalent), not more than one of which would be split into not more than two half-time leaves, designated by the Federation, to act as members on Federation Leave. The members shall be released from teaching duties on a full-time or part-time basis, without loss of salary, employee benefits (including Teachers' Pension Plan), and seniority with respect to recognized teaching experience. In all respects, the Teachers will remain full-time Teachers with the Board.
- 31.1.2 The Federation will give at least two weeks' notice to the Board of its intention to designate a Teacher or Teachers in the positions of District Officer and/or members on Federation Leave for a given school year. Normally notice will be given prior to the third Friday of May of the previous year. Such notice shall be given unless there are reasons which are unavoidable or extraordinary. Sufficient time will be allowed following this designation for staffing adjustments to be made in the school(s) involved, such adjustments being acceptable to the Board. The District Officer or Federation Leave position(s) shall commence only upon the completion of the required staffing arrangements.
- 31.1.3 Release time as necessary, will be provided for each bargaining unit representative for the performance of Federation duties involved with the interpretation or application of this Collective Agreement.
- 31.1.4 The Federation shall notify the Board of the names of bargaining unit representatives to receive such Federation leave. Reasonable notice of such leave will be requested from the Principal and the time period will be mutually agreed upon.
- 31.1.5 The costs associated with the District Officer position or members on Federation Leave shall be the total costs associated with a Teacher in Category 3 with 0 years of experience.
- 31.1.6 In the event that the District Officer is not a Teacher (T.B.U.), the District Officer's salary is to be paid directly by the District Executive and will not be covered by this Collective Agreement.
- 31.1.7 Each member on Federation Leave shall receive the salary and benefits he/she would normally receive if he/she had not gone on leave.

- 31.1.8 The District Officer or member on Federation Leave costs as defined in 31.1.5 and 31.1.6 shall be covered as follows:
- a) The Board's Accumulated Sick Leave plan shall be registered with The Employment Insurance Commission as a Wage Loss Replacement Plan with 5/12ths of the resulting maximum allowable premium reduction in the Board's contribution being applied against the District Officer position.
  - b) Should the funds provided in 31.1.8 not be adequate, the Board will provide the remaining balance for the salaries or members on Federation Leave. Such funding shall be reimbursed to the Board by the Federation.
- 31.1.9 Should the Federation choose not to exercise its prerogative of designating a District Officer or member on Federation Leave, or should the funds generated in 31.1.8 a) be in excess of the amount required, all such unused or un-required funds shall be turned over to OSSTF Limestone District 27 Teachers' Bargaining Unit for the equitable disbursement of those funds.
- 31.1.10 Upon the return of a Teacher to normal teaching duties, having held the District Officer or Federation Leave position for up to two (2) years, the Board shall restore that Teacher to the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article 19.0 of this agreement. In the event a Teacher holds the District Officer position, or has Federation Leave, for more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to his/her former school for staffing purposes, and shall be placed in accordance with Article 19.0 Surplus and Surplus Related Transfer of Teacher Personnel.
- 31.1.11 Federation Leave shall be granted to members who serve as Federation representatives on Board-Federation committees which are convened during school hours. Such leaves will be covered by the Board with Occasional Teachers.
- 31.1.12 Short term Federation Leaves will not reduce the number of days available under Article 31.1. ■

## **ARTICLE 32.0 DESIGNATE AND ACTING ADMINISTRATIVE POSITIONS**

- 32.1.1 A Teacher may substitute for an Administrator who is absent from the worksite for a period of not less than a day on a temporary basis but not to exceed twenty (20) days in a school year. Preference shall be given to Bargaining Unit Members qualified for the position.

- 32.1.2 The Teacher will continue to be subject to all terms and conditions of this Collective Agreement.
- 32.1.3 A Teacher acting as a Principal or Vice-Principal designate shall not result in additional duties or workload for other bargaining unit members.
- 32.1.4 A Teacher acting in the role of Principal or Vice-principal designate shall not discipline or evaluate OSSTF members.
- 32.2 A Teacher may be appointed to a position of Acting Principal or Vice-principal to replace a Principal or Vice-principal who is absent from regular duties for a period not to exceed one (1) school year or equivalent. For the purposes of determining seniority, service in an acting position shall be considered as continuous service within the bargaining unit. Following the replacement period and upon return to the Bargaining Unit the Teacher shall pay a fee equivalent to the union dues in accordance with Article 2.0 for the acting period.

## **ARTICLE 33.0 CUMULATIVE SICK LEAVE AND GRATUITY PLANS**

### **Retirement Gratuity Plan**

- 33.1 As permitted by, and subject to the requirements of the Education Act, a Cumulative Sick Leave and Retirement Gratuity Plan is authorized for the benefit of all regular Teacher employees of the Board.
- 33.2.1 All regular full-time Teachers and temporary or part-time Teachers on continuous employment longer than one month shall be eligible for sick leave benefits if they are unable to work because of illness.
- 33.2.2 Each eligible regular full-time Teacher shall be entitled to a credit of 20 days for each school year.
- 33.2.3 Each eligible temporary or part-time Teacher shall be entitled to a credit of 2 days for each full month of employment.
- 33.2.4 A Teacher commencing employment with the Board is entitled to transfer his/her accumulated sick leave credits, up to the maximum accumulation permitted under this Agreement, but no transfer shall be made if the employee received from a former employer a sick leave credit gratuity.
- 33.2.5 A Teacher shall be entitled to accumulate all unused days of credit allowed under Article 33.2.2 above, to a maximum of 200 days.
- 33.2.6 Every Teacher eligible for sick leave credits under this policy (except those who

have received retirement gratuity payments), who resigns and is later rehired without otherwise having been gainfully employed, shall receive credit for sick leave days earned prior to resignation and accumulated under Article 33.2.5 to that date. The burden of satisfactory proof to establish recognition of credits shall be borne by the claimant.

33.2.7 When an employee is on a Board approved modified work plan or a Board approved rehabilitative work plan, the Board shall pay sick leave benefits as provided for in Article 33.0 prorated in the proportion to the reduction of teaching load and the receipt of any other benefits such as Long Term Disability or Workers' Benefits up to the amount to ensure that the employee suffers no reduction of net income.

33.3.1 All Teachers employed by the Board shall be eligible for a sick leave gratuity according to the terms of Articles 33.3.2 to 33.3.5, except Teachers who were hired by the Lennox and Addington Board of Education before May 6, 1997 and are eligible for a sick leave gratuity according to Article 33.4.1.

33.3.2 A Teacher who has been in the service of this Board for ten (10) years or more and who is eligible for a pension under the provisions of the Teachers' Pension Plan Act, or who, because of age, illness or disability, retires, shall, upon his/her retirement and subject to Article 19.5.9(b) of this agreement, be paid a gratuity in an amount calculated by the formula:

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \text{Yearly Salary Rate At Date of Retirement}$$

The amount calculated above shall be paid to the Teacher within ninety (90) calendar days of the Teacher's retirement date.

33.3.3 A Teacher who in terms of the Legislation or Agreement between the Provincial Government and the Ontario Teachers' Federation which permits early retirement of Teachers, either voluntarily retires or is requested to retire by this Board and who qualifies for an unreduced pension, shall be paid a retirement gratuity in an amount calculated by the formula:

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \frac{\text{Years of Service With Board (max. 10)}}{10} \times \text{Yearly Salary Rate at Date of Retirement}$$

The amount calculated above shall be paid to the Teacher within ninety (90) calendar days of the Teacher's retirement date.

33.3.4 In the event of the death of a Teacher, a gratuity shall be paid to the estate of the deceased Teacher calculated by the formula:



$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \text{Yearly Salary Rate at Time of Death}$$

The amount calculated above shall be paid to the Estate of the Teacher within two months of the date of the Teacher's death.

- 33.3.5 An additional 20 non-cumulative days will be granted in each of the last three years before retirement to a Teacher who has accumulated the maximum number allowable under Article 33.2.5 & 33.2.6 (i.e. 200 days), so that the Teacher will have available 40 days of sick leave in each of those years to protect his/her retirement gratuity. The additional 20 non-cumulative days shall not be prorated.

**Sick Leave Credit Plan**

- 33.4.1 A Teacher who was under contract as a Teacher with the Lennox and Addington County Board of Education as of May 5, 1997, and who has not less than ten years of full-time service with the Limestone District School Board or its predecessor boards, shall receive an amount calculated in the manner outlined below upon termination of employment with the Board:

$$\text{Sick Leave Gratuity} = \frac{\text{Cumulative Sick Leave}}{200} \times \frac{1}{2} \text{ Salary of Current School Year}$$

To a maximum gratuity of ½ year's salary.

- 33.4.2 The sick leave credit gratuity may be paid in two equal instalments in January of the two years following the termination of employment, or in any other form of instalments mutually agreeable between the Board and the Teacher.
- 33.4.3 In the event of the death of a Teacher under contract with the Board, who is eligible to receive a sick leave credit gratuity in accordance with this clause, the Board shall pay to the deceased's estate a sum calculated in accordance with this clause.
- 33.4.4 In the event of the death of a Teacher who has not yet received the gratuity to which he or she is entitled under this clause, the Board shall pay to the deceased's estate the amount of the gratuity.
- 33.4.5 A Teacher may accumulate in his or her account an additional 20 days sick leave per year to a maximum of 300 days. Any sick leave days credited to a Teacher in excess of 200 days may be used only in the school year in which he or she is to retire and only if the Teacher has been employed by the Board or predecessor Boards for 20 or more years.

- 33.4.6 The Superintendent of Finance shall have the responsibility of administering the Sick Leave Credit Plan, including the authority, subject to appeal to the Board by the Federation, to allow or disallow any sick leave credits or deductions therefrom under the plan.
- 33.4.7 The Superintendent of Finance shall keep registers which will record the cumulative credits and deductions. Each Teacher shall be informed annually of the status of his/her cumulative sick leave credits.
- 33.4.8 In all cases of prolonged illness, a certificate from a qualified medical practitioner, certifying to the illness of the Teacher, may be required monthly before any payment of salary for the accumulated sick leave is made. The certificate will be at the cost of the Board.
- 33.4.9 The Board may, at any time, request a Teacher to submit a certificate of health signed by a duly qualified medical practitioner acceptable to by the Board. The cost of the certificate will be at the cost of the Board.

## **ARTICLE 34.0 WORKPLACE SAFETY AND INSURANCE ACT**

- 34.1 It is agreed that, when a member of the teaching staff is eligible for and receives approval of payment of Workers' Benefits, the days lost will not be deducted from his/her sick leave.
- 34.2 It is agreed that, when a Teacher is eligible for and receives approval of claim by the Workplace Safety and Insurance Board:
- i. The Workers' Benefits payment shall be remitted to the Board;
  - ii. The Teacher shall receive 85% of pay from the Board while a member of the teaching staff, until retirement; and,
  - iii. There shall be no deduction of sick leave credits from the Teacher.

## **ARTICLE 35.0 HEALTH AND SAFETY**

- 35.1 The Board agrees to comply with the provisions of the Occupational Health and Safety Act, as amended, and the Regulations made thereunder.
- 35.2 The Board shall ensure that first aid and safety (including WHMIS) training programs are normally available to members during the school day as indicated in Articles 11.1.2 and 11.2.1.
- 35.3 The Board shall employ an Occasional Teacher to cover any absences caused by a member undertaking first aid or safety (including WHMIS) training provided

by the employer during school hours.

## **ARTICLE 36.0 PART TIME TEACHERS**

Several of the provisions of this Article are found elsewhere or are referenced in other parts of the Agreement, but are collated here for ease of reference.

- 36.1.1 All requests for a leave to reduce teaching load shall be made by 31 March, or 15 November for Semester II, and should be supported by a letter stating relevant details and considerations such as the nature of the change, the length of time the change is to be in effect, and the terms of the Teacher=s return to his/her previous status.
- 36.1.2 At the end of the part-time assignment, the Teacher will have the right to return to his/her previous teaching status with the Board. Normally the Teacher cannot expect to return to his/her previous teaching status until the expiration of the part-time teaching assignment.
- 36.1.3 Should the Teacher wish to return to his/her previous teaching status earlier than arranged, he/she must provide written notification to the Superintendent of Human Resources by 31 March of any year for return the following September. When a Teacher exercises this option, the Board will notify the Federation.
- 36.2 All Teachers on part-time employment with the Board will accrue seniority at the full-time rate during the period of his/her part-time employment.
- 36.3.1 A part-time Teacher whose work load in the two semesters is not equal, shall be paid in the same ratio as the ratios worked in each semester, except as provided for in Article 36.3.2 below.
- 36.3.2 A Teacher who chooses to teach part-time for a school year, shall have the option, if exercised prior to 1 August for the upcoming school year, of having his/her salary paid according to his/her teaching assignment each semester, or divided equally between the two semesters.
- 36.4 Except as otherwise provided in this Collective Agreement, the grid salary, allowances over and above grid salary and any other entitlements shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment. Workload proration shall be in accordance with Article 11. Sick leave entitlement shall be administered in accordance with the following chart:

Status	Number of Periods Assigned	Full Year Assignment Sick Leave Days	Half Year Assignment Sick Leave Days
0.167	1	3.3	3.3
0.333	2	6.7	6.7
0.5	3	10	10
0.833	5	16.7	n/a
1	6	20	n/a

## ARTICLE 37.0 - COMMUNITY EDUCATION PROGRAM

- 37.1.1 It is agreed that for the purposes of staffing, the Community Education Program is considered to be a secondary school.
- 37.1.2 All Teachers teaching in the Community Education Program within the regular school day and within the regular school year are entitled to and subject to all the terms and conditions, rights, obligations and privileges specified in this Collective Agreement.
- 37.2 For the purposes of this Article, a Teacher is defined as a certificated Teacher teaching secondary school credits within the regular school day and within the regular school year.
- 37.3 A Teacher within the Community Education Program shall be paid a grid salary based on the rate of salary for his/her category, to include appropriate allowances/adjustments for teaching and related experience, post-graduate degrees, employee benefits, and cost of living allowances as provided in this agreement.
- 37.4 Teachers within the Community Education Program shall be placed on the Seniority List, in accordance with subject certification and the procedures specified in Article 18.0 of the Collective Agreement.
- 37.5 For the purposes of interpreting this Article only, a full-time Teacher from the Community Education Program shall be assigned to his/her area for the full school day. Teachers assigned in this manner shall be free from other assigned duties, and shall have a 15 minute break in the morning and a 15 minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.

- 37.6 Teachers within the Community Education Program shall be placed on the Seniority List, in accordance with subject certification and the procedures specified in Article 18 of the Collective Agreement

## **ARTICLE 38.0 SUMMER SCHOOL AND NIGHT SCHOOL**

- 38.1 Notwithstanding Article 1.1.1, the Parties agree that only the terms and conditions of employment contained in the following articles of this Agreement shall apply to Teachers in the Night School and Summer School systems:

Article 1.0	Recognition and Scope
Article 2.0	Dues Deduction
Article 3.0	Duration of Agreement and Conditions of Amendment
Article 4.0	No Strike or Lockout
Article 5.0	Management Rights
Article 6.0	Discipline & Disciplinary Meetings
Article 7.0	No Discrimination
Article 8.0	Personnel Files
Article 10	Resolution of Disputes
Article 14.0	Criminal Record Check
Article 20	Termination of Employment
Article 31	Federation Leave
Article 38	Summer School and Night School Staffing
Article 43	Salary Grids

### **Staffing for Night School & Summer School**

- 38.2 All night school and summer school teaching positions will be advertised in accordance with Article 19.7.1.
- 38.3 When hiring Teachers for credit courses offered in Night and Summer School, the Board agrees to give preference, in those subjects for which the Teacher is qualified, in the following order:
- Secondary Teachers of the TBU who are surplus;
  - Secondary Teachers of the TBU who are currently teaching part-time for any reason; and,
  - Other Teachers of the TBU.

## **ARTICLE 39.0 TRAVEL ALLOWANCES**

- 39.1.1 A Teacher, required by the Board to use his/her own car to travel on official Board business, shall be paid at the regular rate established by Board policy. Those Teachers assigned to two or more schools are eligible for travel allowance at the rate permitted by this clause.
- 39.1.2 A Teacher being paid travel allowance under this article shall be required to carry proper insurance on his/her car.
- 39.1.3 A Teacher who is moved by management transfer or is declared surplus according to Article 19.0, and is assigned to another school which is in excess of fifty-five kilometres (55 km) from the Teacher's former school, will be compensated with a moving/living allowance of one thousand dollars (\$1,000). Such a payment will not be made more than twice during his/her employment with the Board.

## **ARTICLE 40.0 ALLOWANCES FOR RELATED WORK EXPERIENCE**

- 40.1.1 Commitments made by the Board or its predecessors to individual Teachers as to the number of years and/or total dollars of related work experience of any type shall be honoured. No Teacher in the employ of the Board on August 31, 1999 shall have an allowance for experience agreed by the Board or its predecessors decreased or increased as a result of the implementation of this article. The provisions of this Article will be effective for Teachers hired after September 1, 1999.
- 40.1.2 The allowance for related work experience will only be available to a Teacher who has technological subjects on his/her Ontario College of Teachers' Qualification Certificate. To be recognized, related work experience must have close relationship to subject matter to be taught, must not be highly repetitive and must have offered fair opportunity for intellectual and vocational growth.
- 40.1.3 Within the maxima salaries for categories one, two, three and four, allowances for related work experience will be made as follows:
- a) Related technical work experience shall be equated to teaching experience for the purpose of grid placement as follows:

**Related Experience  
On Grid  
Number of Years**

**Experience  
Number of Years**

1	1
2	2
3	3
4	4
5	5

- b) Related technical work experience shall be based on the number of years to a maximum of five (5).

40.1.4 The total number of years of recognized related experience should be documented and agreed to at the time of hiring. The number of years of related experience eligible for payment shall be agreed to at the time of hiring and subject to revision only as provided for in Articles 25.2.2 and 26.6.

**Allowance Records**

40.2.1 When a Teacher is hired, the Board or its hiring agent shall furnish that Teacher with a statement outlining the allowance granted under this Article.

40.2.2 That statement given to the Teacher shall indicate for the allowance granted the following information:

- i) The total number of years accepted by the Board at the time of hiring and the experience granted.
- ii) The total number of years documented by the Teacher under the allowance, whether granted or not.

40.2.3 No allowance granted for related work experience shall be paid to a Teacher beyond the maximum of the category classification or salary group to which he or she is entitled.

**ARTICLE 41.0 RECOGNITION OF POST-GRADUATE DEGREES**

41.1.1 A Teacher who is not at maximum on the salary grid shall be credited with one (1) grid step in recognition of an additional degree at the Masters or Doctoral level. Should more than one post-graduate degree be obtained, the maximum teaching experience credit will be one (1) grid step.

41.1.2 Following the completion of the year at the maximum grid step, a Teacher who

holds a degree at the Masters or Doctoral level shall be paid \$800 for the degree over and above the maximum grid salary. Should more than one post-graduate degree be obtained at a given level, accumulated payment for such degrees is to a maximum of \$800.

- 41.1.3 Credit for an additional degree(s) will not be granted when the additional degree(s) is also used as a qualification for higher category placement, or for a specific responsibility allowance.
- 41.1.4 The degrees at the Masters or Doctoral levels referred to are graduate degrees from an accredited university. In case of doubt, a statement from the OSSTF Certification Board is required.

## **ARTICLE 42.0 SALARY CLASSIFICATION**

- 42.1.1 Commitments made by the Board or its predecessors to individual Teachers as to the number of years of teaching experience shall be honoured. No Teacher in the employ of the Board on August 31, 1999 shall have an allowance for experience agreed by the Board or its predecessors decreased or increased as a result of the implementation of this article except where teaching experience accumulates while in the employ of the Board and in accordance with this Collective Agreement.
- 42.1.2 Notwithstanding Article 42.1.1, effective September 1, 2000, and each 1 September following that date, where the calculation of teaching experience results in partial years, fractional years of .5 or greater shall be rounded up and less than .5 shall be rounded down.

Example 1:            Previous Experience = 8.5 years  
                             Grid Placement = 9 years

Example 2:            Previous Experience = 8.4 years  
                             Grid Placement = 8 years

- 42.2 For the purposes of Salary grid placement, category definitions shall be the current definitions used by the OSSTF Certification Board. The aforementioned certification rating statement shall be used to pay each Teacher.
- 42.3 It shall be incumbent upon the Teacher to provide the Board with documented proof in the form of the Certification Rating Statement from the Ontario Secondary School Teachers' Federation as to his/her appropriate category placement in accordance with the provisions of this Collective Agreement.
- 42.4 All Teachers teaching on Letters of Permission or Temporary Secondary



School Certificates shall be paid in Category 1.

- 42.5 A Teacher employed on a Letter of Standing issued by the Ontario College of Teachers shall be paid according to an OSSTF Letter of Evaluation issued by the OSSTF Certification Board, until such time as an official OSSTF Rating Statement is issued in accordance with this Collective Agreement.
- 42.6 The salary or allowance paid to the members specified in Article 42.1.2 shall be a salary or allowance provided for in this Collective Agreement.
- 42.7.1 When a Teacher qualifies for a higher category as a result of improved qualifications, the adjustment will be back-dated to 1 September, provided that the OSSTF Rating Statement, or notification of the application for same, is received by the Superintendent of Human Resources prior to 10 December of the school year. In such cases, the qualifying work must have been completed prior to 1 September of that school year.
- 42.7.2 When such notification is submitted later than 10 December, adjustment shall be made as of 1 January in that school year.
- 42.7.3 When a Teacher qualifies for a higher category as a result of improved qualifications which are completed between 1 September and 31 December, the salary adjustment shall be effective 1 January of that school year provided that the OSSTF Rating Statement reflecting the change or notification of application for same is received by the Superintendent of Human Resources prior to 10 April of that school year.
- 42.8.1 Upon appointment, and within a category's maximum number of years, a Teacher will be given recognition for years of teaching experience, expressed in years to the nearest hundredth and calculated to the nearest hundredth of a year according to the following criteria:
- 42.8.2 One full year of teaching experience shall mean ten months or eleven months (if applicable) of continuous teaching as a probationary or permanent Teacher, on a full-time teaching assignment basis. Part-time assignments shall be pro-rated accordingly.
- 42.8.3 Teaching experience in an elementary school, a college or a university, in Canada, or in any other equivalent educational system, shall be fully recognized for salary purposes subject to Article 42.1.2. In addition, night and summer school experience shall be fully recognized for Teachers teaching less than full-time. One course in summer school or night school shall be equal to one regular day school course for the purposes of crediting teaching experience, subject to Article 42.1.2.

- 42.8.4** Notwithstanding Article **42.8.3**, at the commencement of employment, teaching experience in an elementary school, a secondary school, including night and summer school, a college or a university in Canada or in any other equivalent educational system, shall be recognized for salary purposes, subject to Article **42.1.2**, only if confirmation documentation is received by the Board no later than six (6) months following commencement of employment with the Board.
- 42.8.4** As is applicable where a Teacher, having taught seven (7) or more months for the Board in a given school year and having been removed from the payroll due to illness and the expiration of the Teacher's sick leave, except *in* cases where The Workplace Safety and Insurance Act applies, continues to teach for the Board in the ensuing academic year, the member shall be advanced one step on the grid.
- 42.9.1** The annual salary in any school year, for a full- time Teacher, shall be determined by the Teacher's recognized teaching experience, calculated to the nearest hundredth of a year, effective 1 September, of that school year and rounded in accordance with Article **42.1.2**. For a Teacher teaching less than full-time, or who commences his/her employment with the Board at some time other than 1 September, his/her salary shall still be based on his/her recognized experience, rounded in accordance with Article **42.1.2**. as of 1 September, and appropriately pro-rated.
- 42.9.2** Teachers shall be paid their annual salary entitlement in twenty-six (26) (or twenty-seven (**27**) as the case may be) equal bi-weekly installments between 1 September and **31** August of the school year.
- 42.9.3** A Teacher who retires to pension or leaves the employ of the Board or commences an unpaid leave of absence during the school year will be paid any salary owing less required deductions up to the last day worked at the time of leaving the employ of the Board.
- 42.9.4** In the event that a Teacher retires to pension, any unpaid salary balance owing the Teacher is payable on or before the last teaching day of June or at the time of leaving the employ of the Board, whichever is earlier.
- 42.10** Full-time Teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to the date of retirement/resignation or commencement of the leave. Salary shall be prorated in accordance with the provisions of Article **36**.
- 42.1** ■ The Board will make those deductions from salary payments which are required

by statutes and authorized by the employee for employee benefits included in this Collective Agreement. Where practical, these deductions will be taken equally over the bi-weekly instalment payments.

### Responsibility Allowance

42.12.1 The responsibility allowance for Teachers shall be the annual salary rate in accordance with the appropriate salary schedule, plus an additional amount in accordance with the allowance for the position of responsibility.

42.12.2 When a Teacher has been appointed on a temporary basis to a position for which there is a responsibility allowance and continues in that position for a period of time greater than one month, the Teacher shall be paid the appropriate responsibility allowance as set out in the salary schedule, retroactive to the date of appointment.

42.12.3 The additional remuneration for a responsibility allowance shall cease upon the Teacher relinquishing the related responsibility.

42.13 Teachers appointed to special positions with the Board shall continue to receive the salary and allowances that the Teacher received prior to the appointment.

42.14 Should the Board wish to eliminate a special position with the Board held by a Teacher, (e.g. Consultant or Project Leader), the Board agrees to give the Federation six months notice of the date at which the position will be eliminated.

42.15 A Teacher who is positioned in a secondary school as a School to Community Teacher on September 1, 2001 shall maintain his/her salary, subject to increases negotiated through collective bargaining between the Board and the Federation, for up to five years from September 1, 2001 if the OSSTF category rating results in a lower salary.

## **ARTICLE 43.0 - SALARY GRIDS**

43.1 Effective September 1 2004 to August 31, 2008, Teachers shall be paid according to the following grids:

**Effective September 1, 2004:**

<b>Step</b>	<b>Cat 1</b>	<b>Cat2</b>	<b>Cat 3</b>	<b>Cat 4</b>
0	\$37,898	\$39,247	\$42,778	\$44,640
1	\$40,263	\$41,717	\$45,590	\$47,631
2	\$42,623	\$44,185	\$48,405	\$50,622
3	\$44,986	\$46,656	\$51,216	\$53,612
4	\$47,349	\$49,123	\$54,029	\$56,600
5	\$49,709	\$51,593	\$56,844	\$59,591
6	\$52,074	\$54,063	\$59,655	\$62,583
7	\$54,436	\$56,531	\$62,469	\$65,572
8	\$56,799	\$59,001	\$65,282	\$68,563
9	\$59,163	\$61,470	\$68,097	\$71,555
10	\$61,524	\$63,938	\$70,909	\$74,544
11	\$63,888	\$66,406	\$73,726	\$77,530

**Effective September 1, 2005:**

<b>Step</b>	<b>Cat 1</b>	<b>Cat2</b>	<b>Cat 3</b>	<b>Cat 4</b>
0	\$38,656	\$40,032	\$43,634	\$45,533
1	\$41,068	\$42,551	\$46,502	\$48,584
2	\$43,475	\$45,069	\$49,373	\$51,634
3	\$45,886	\$47,589	\$52,240	\$54,684
4	\$48,296	\$50,105	\$55,110	\$57,732
5	\$50,703	\$52,625	\$57,981	\$60,783
6	\$53,115	\$55,144	\$60,848	\$63,835
7	\$55,525	\$57,662	\$63,718	\$66,883
8	\$57,935	\$60,181	\$66,588	\$69,934
9	\$60,346	\$62,699	\$69,459	\$72,986
10	\$62,754	\$65,217	\$72,327	\$76,035
11	\$65,166	\$67,734	\$75,201	\$79,081

**Effective September 1, 2006:**

<b>Step</b>	<b>Cat 1</b>	<b>Cat2</b>	<b>Cat 3</b>	<b>Cat 4</b>
0	\$39,429	\$40,833	\$44,507	\$46,444
1	\$41,889	\$43,402	\$47,432	\$49,556
2	\$44,345	\$45,970	\$50,360	\$52,667
3	\$46,804	\$48,541	\$53,285	\$55,778
4	\$49,262	\$51,107	\$56,212	\$58,887
5	\$51,717	\$53,678	\$59,141	\$61,999
6	\$54,177	\$56,247	\$62,065	\$65,112
7	\$56,636	\$58,815	\$64,992	\$68,221
8	\$59,094	\$61,385	\$67,920	\$71,333
9	\$61,553	\$63,953	\$70,848	\$74,446
10	\$64,009	\$66,521	\$73,774	\$77,556
11	\$66,469	\$69,089	\$76,705	\$80,663

**Effective February 1, 2007**

<b>Step</b>	<b>Cat 1</b>	<b>Cat2</b>	<b>Cat 3</b>	<b>Cat 4</b>
0	\$39,823	\$41,241	\$44,952	\$46,908
1	\$42,308	\$44,836	\$47,906	\$50,052
2	\$44,788	\$46,430	\$50,864	\$53,194
3	\$47,272	\$49,026	\$53,818	\$56,336
4	\$49,755	\$51,618	\$56,774	\$59,476
5	\$52,234	\$54,215	\$59,732	\$62,619
6	\$54,719	\$56,809	\$62,686	\$65,763
7	\$57,202	\$59,403	\$65,642	\$68,903
8	\$59,685	\$61,999	\$68,599	\$72,046
9	\$62,169	\$64,593	\$71,556	\$75,190
10	\$64,649	\$67,186	\$74,512	\$78,332
11	\$67,134	\$69,780	\$77,472	\$81,470

**Effective September 1, 2007**

<b>Step</b>	<b>Cat 1</b>	<b>Cat2</b>	<b>Cat 3</b>	<b>Cat 4</b>
0	\$40,540	\$41,983	\$45,761	\$47,752
1	\$43,070	\$44,625	\$48,768	\$50,953
2	\$45,594	\$47,266	\$51,780	\$54,151
3	\$48,123	\$49,908	\$54,787	\$57,350
4	\$50,651	\$52,547	\$57,796	\$60,547
5	\$53,174	\$55,191	\$60,807	\$63,746
6	\$55,704	\$57,832	\$63,814	\$66,947
7	\$58,232	\$60,472	\$66,824	\$70,143
8	\$60,759	\$63,115	\$69,834	\$73,343
9	\$63,288	\$65,756	\$72,844	\$76,543
10	\$65,813	\$68,395	\$75,853	\$79,742
11	\$68,342	\$71,036	\$78,866	\$82,936

**Effective February 1, 2008**

<b>Step</b>	<b>Cat 1</b>	<b>Cat2</b>	<b>Cat 3</b>	<b>Cat 4</b>
0	\$41,108	\$42,571	\$46,402	\$48,421
1	\$43,673	\$45,250	\$49,451	\$51,666
2	\$46,232	\$47,928	\$52,505	\$54,909
3	\$48,797	\$50,607	\$55,554	\$58,153
4	\$51,360	\$53,283	\$58,605	\$61,395
5	\$53,918	\$55,964	\$61,658	\$64,638
6	\$56,484	\$58,642	\$64,707	\$67,884
7	\$59,047	\$61,319	\$67,760	\$71,125
8	\$61,610	\$63,999	\$70,812	\$74,370
9	\$64,174	\$66,677	\$73,864	\$77,615
10	\$66,734	\$69,353	\$76,915	\$80,858
11	\$69,299	\$72,031	\$79,970	\$84,097

43.2 Responsibility Allowances shall be adjusted as follows:

<b>Effective Date</b>	<b>Responsibility Allowance</b>
September 1, 2004	\$3,264.00
September 1, 2005	\$3,329.00
September 1, 2006	\$3,396.00
February 1, 2007	\$3,430.00
September 1, 2007	\$3,492.00
February 1, 2008	\$3,540.00

44.3 Allowances for night school teachers/supervisors and summer school teachers shall be as indicated in the following schedule:

September 1, 2004	\$33.87/hour
September 1, 2005	\$34.55/hour
September 1, 2006	\$35.24/hour
February 1, 2007	\$35.60/hour
September 1, 2007	\$36.24/hour
February 1, 2008	\$36.74/hour

Allowances for Summer School Supervisor (Principal Qualifications Required) shall be as indicated in the following schedule:

September 1, 2004	\$6,211.00/session
September 1, 2005	\$6,335.00/session
September 1, 2006	\$6,462.00/session
February 1, 2007	\$6,526.00/session
September 1, 2007	\$6,644.00/session
February 1, 2008	\$6,737.00/session

43.4 The Board will annually provide information to the District Officer, with respect to the age and salary of Teachers in circumstances involving the administration, interpretation or application of this Agreement.

## **ARTICLE 44.0 EMPLOYEE BENEFITS**

44.1.1 The Board will pay 100% of the premiums for the Manulife Financial Semi Private and Manulife Financial Extended Health Insurance Plans, including \$200/24 month vision care coverage, an Over-age Dependant Rider, standard Deluxe Travel and deductible prescription drug coverage (\$25/\$50 deductible). Effective September 1, 2005 vision care coverage will include laser eye surgery and coverage amounts will increase to \$250/24 month, September 1, 2006

vision care coverage will increase to **\$275/24** month and September 1, 2007 to **\$300/24** month period.

- 44.1.2** The Board will pay **100%** of the premium on the first **\$25 000** and 60% of the remainder of the total premium (effective September 1, 2005 70% of the total premium) of the "3 X annual salary" option of the Group Life Insurance Plan available through Manulife Financial and Accidental Death and Dismemberment available through RBC Life Insurance. Any premiums for additional options of the Group Life Insurance Plan will be paid by the Teacher and subject to the conditions of the carriers.
- 44.1.3** The employee may select the dependent life insurance option through Manulife Financial currently offered by the Board, provided the employee pays the necessary premium and subject to the conditions of the carriers.
- 44.1.4** The Board will pay **100%** of the premium for the Manulife Financial Dental Plan based on the current Ontario Dental Association fee schedule including Pit and Fissure Sealants, the Denture Hider, Caps and Crowns Rider, Overage Dependent Rider and \$2000/\$2000 Orthodontic Rider.
- 44.1.5** As authorized by the individual Teacher, the Board will deduct from the Teacher's pay the premium for the Long Term Disability Group Insurance Plan available through OTIP as currently offered by the Board and as selected by the Teacher.
- 44.1.6** All Teachers hired on a full-time basis after 1 September 1990 by the Frontenac County Board of Education, or after 1 September 1998 by the Limestone District School Board shall be covered under the Long Term Disability, Liberty Health Semi Private, Extended Health and Dental Plans as a condition of employment unless proof of alternate insurance is provided to the Federation within one month of commencing employment on a full-time basis.
- 44.2** The Board will provide each Teacher with a summary of employee benefits, such a summary being updated and distributed by November of each school year, and after any change negotiated by the Board and the Federation.
- 44.3** No change in the group benefits plans can be made except through negotiations between the Board and the Federation.
- 44.4** The Board agrees to administer the plans and deduct the appropriate premiums from payroll for the plans.
- 44.5.1** A part-time Teacher with an assignment of less than 0.50 FTE shall have the Board's share of benefit costs prorated in accordance with Article 36.4 and will



reimburse the Board for the balance of the costs of benefits.

- 44.5.2 A part-time Teacher with an assignment greater than 0.50 FTE or greater credit and/or credit equivalent courses shall have 85% of his/her benefits paid by the Board, and will reimburse the Board for the balance of the cost of the benefits.
- 44.6 When the Board calls for tenders for benefits, the Board agrees to include the Ontario Teachers' Insurance Plan in its invitation to tender. The Federation shall receive a copy of the report on the tenders (including recommendations) and shall have an opportunity to comment before the tender is awarded.
- 44.7 The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the Teacher might choose, from the Collective Agreement in effect between the Federation and the Board, from the time the Teacher retires until the Teacher reaches age 65. The Teacher, in turn agrees to reimburse the Board monthly in full for the total cost of this employee benefit coverage. Such continuance is dependent upon satisfying the carrier's conditions.
- 44.8 If a school houses a child care facility in the school, and if there is surplus space available, then Teachers will have the opportunity to place their children in the child care facility on a paying basis.
- 44.9 The Board agrees to continue to pay the premiums for three (3) months immediately following a Teacher's death with respect to employer paid benefit plans.
- 44.10 The spouse of a deceased Teacher may retain membership in the group benefit plans to which the Teacher belonged at the time of death. The spouse may retain such membership for up to two (2) years, provided that he/she pays the full premium cost to maintain such participation under the group contracts.

## **ARTICLE 45.0 - OCCASIONAL TEACHERS**

### **DEFINITIONS**

- 45.1.1 Federation means the Ontario Secondary School Teachers= Federation.
- 45.1.2 Board shall mean the Limestone District School Board.
- 45.1.3 ABargaining Units shall mean the Teachers= Bargaining Unit.
- 45.1.4 AOccasional Teacher@ bears the same meaning as that given to Aoccasional teacher@ by the Education Act, as amended.

- 45.1.5 Probationary Occasional Teachers are those who shall be on probation for **up** to forty-five **(45)** days of work as an Occasional Teacher.
- 45.1.6 Occasional Teacher List means a list of all Occasional Teachers who have been hired by the Board to teach as Occasional Teachers in the Secondary Panel of the Limestone District School Board.
- 45.1.7 Qualified means an Occasional Teacher who holds a valid Certificate of Registration and Certificate of Qualification (intermediate and/or senior divisions) from the Ontario College of Teachers and who is a member in good standing of the Ontario College of Teachers.
- 45.1.8 Casual Occasional Teacher means a teacher who **is** required to teach for a period that is less than twelve **(12)** consecutive teaching days.
- 45.1.9 Extended Occasional Teacher means a teacher who is assigned as a substitute teacher for a period of twelve **(12)** or more teaching days in the same teaching assignment, or a Casual Occasional Teacher who accumulates twelve **(12)** or more consecutive teaching days in one position.
- 45.2.1 An Extended Occasional Teacher, hired to replace an absent regular teacher for a specified period, properly qualified for such position, may not be replaced by another Occasional Teacher prior to the return of the regular teacher unless it is by mutual agreement of the Extended Occasional Teacher and the Board, except in cases of removal for disciplinary reasons.
- 45.2.2 In the event that the assignment of the Extended Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Extended Occasional Teacher will be given five teaching days notice, unless the termination is due to disciplinary action by the Board.
- 45.2.3 The assignments of Extended Occasional Teachers employed for less than a full semester shall be continuous to the end of the semester assuming that the specific teachers who are absent and being replaced do not return to duties by that date.
- 45.2.4 In the second semester of a school year (i.e. February to June) where the school year calendar, as approved by the Board and the Ministry of Education and Training, provides for a Professional Activity Day at the end of the semester, the assignments of Extended Occasional Teachers, who are not entitled to receive retroactive contracts, will include the Professional Activity Day where the teacher will be continuing in the same assignment the following September or where, at his/her discretion, the Principal determines that it is

necessary.

- 45.3 Notwithstanding 45.1.7 a teacher with qualifications in Technological Studies, Special Education or School to Community Teachers may hold only Primary and/or Junior and/or Intermediate (elementary) qualifications and still be considered qualified under the terms of this article.

### **Membership List**

- 45.4 Any teacher who wishes to become an Occasional Teacher may apply by submitting to the Board a resume, Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, Criminal Background Check (CPIC Level1) proof of a negative T.B. skin test or X-Ray, and any other documentation required in accordance with Board policy.
- 45.5.1 Applications will be accepted up to July 15<sup>th</sup> for consideration for inclusion on the interim Occasional Teacher List to be published and distributed by the first teaching day of September.
- 45.5.2 The Board shall publish a complete Occasional Teachers= List by 30 September with regular updates published by Human Resources Services as required.
- 45.5.3 The Board shall publish a revised (updated) Occasional Teachers= List on the first day of second semester with regular updates published by Human Resources Services as required.
- 45.5.4 There shall be:
- a) A certified Occasional Teachers= List in alphabetical order;
  - b) A certified Occasional Teachers= List by qualified subject area (Ontario College of Teachers= Certificate of Qualification);
  - c) A separate list for those who will supply teach at Sharbot Lake High School;
  - d) A separate list for those who will supply teach at North Addington Education Centre; and,
  - e) An uncertified Occasional Teachers= List which will not be distributed to schools, but will remain with the Secondary Staffing Coordinator.

This list shall include name, address, telephone number, subject(s) in which the teacher is qualified (Ontario College of Teachers= Certificate of Qualification) and willing to teach, and preferences regarding specific schools and geographic locations.

- 45.5.5 Notwithstanding Article 45.5.4, qualified teachers may apply at any time to become Occasional Teachers with this Board but they shall not be used by the schools until such time as the Bargaining Unit receives confirmation of the teachers inclusion on the list and are placed on an addendum list and the addendum list is published to all schools and to the Bargaining Unit. Addendum lists shall be published on a regular basis but no later than the last working day of October, November, December, February , March, April and May as required.
- 45.5.6 No names will be added to the list after May 10. No addendum list will be issued after 31 May.
- 45.5.7 The Board will correspond, before the end of each semester, with each Occasional Teacher on the List asking the Occasional Teacher to confirm continuation on the list for the next semester. A >no response= or a refusal shall result in the Occasional Teacher=s name being removed from the list. An Occasional Teacher whose name has been removed from the list because they have not confirmed their continuation on the list within 30 days of receiving notice from the Board must re-apply to become an Occasional Teacher.
- 45.5.8 An Occasional Teacher who does not appear on two consecutive (beginning of the semester) Occasional Teachers= lists must re-apply to become an Occasional Teacher.
- 45.5.9 The Board agrees that when an Occasional Teacher is employed only a qualified Occasional Teacher shall replace a regular teacher who is absent; unless no qualified Occasional Teacher is available. A reasonable effort will be made to contact qualified (with respect to subject qualifications) Occasional Teachers.

### **Bargaining Unit Rights**

- 45.6.1 The Board shall provide the Bargaining Unit President and District Officer with the Occasional Teacher List identified in Article 45.5.2 and 45.5.3, updates as described in articles 45.5.4 and 45.5.5 and a copy of all job postings.
- 45.6.2 By ratification of this Agreement by members of the Bargaining Unit, they agree that the Board may provide the personal information listed in Article 45.5.4 and it is not a violation of the Freedom of Information and Protection of Privacy Act.

### **Salary Rates**

- 45.7.1 A Casual Occasional Teacher who holds a certificate of Qualifications from the Ontario College of Teachers shall be paid a daily rate in accordance with the grid below. All daily rates shall include 4% vacation pay and 3% statutory

holiday pay.

- a) Casual Occasional Teachers who have 45 days or less of documented teaching experience shall be paid a daily rate of:

<b>Effective Date</b>	<b>Daily Rate</b>
September 1, 2004	\$157.00
September 1, 2005	\$160.00
September 1, 2006	
February 1, 2007	\$165.00
September 1, 2007	\$168.00
February 1, 2008	\$170.00

- b) Notwithstanding 45.7.1 a), Casual Occasional Teachers who have more than 45 days of documented teaching experience shall be paid a daily rate of:

<b>Effective Date</b>	<b>Daily Rate</b>
September 1, 2004	
September 1, 2005	\$183.00
September 1, 2006	\$187.00
February 1, 2007	\$189.00
September 1, 2007	\$192.00

- 45.7.2 An Extended Occasional Teacher shall be paid the same salary as a Teacher with the same qualifications, category placement and experience retroactive to the first day of the teaching assignment.
- 45.7.3 Casual Occasional Teachers who do not have a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers shall be paid for each day of employment at the rate of 75% of the rate established in clause 45.7.1 which includes 4% vacation pay and 3% statutory holiday pay.
- 45.7.4 For the purposes of Article 45.7.2, an Occasional Teacher=s years of teaching experience for salary purposes shall be determined as in the Agreement referenced in Article 45.7.2 and, in addition, the Occasional Teacher shall be credited with the Occasional Teacher=s total number of days of Extended Occasional teaching experience with the Board divided by 194.
- 45.7.5 Notwithstanding clause 43.8.2 for the purposes of clause 45.7.2, an Occasional Teacher=s years of teaching experience for salary purposes shall be

determined as in the Agreement referenced in clause 45.7.2 and, in addition, the Occasional Teacher who teaches in excess of twenty (20) days with the Limestone District School Board in any school year shall be credited with the teacher=s total number of days of occasional teaching experience with the Board divided by 194 rounded to the nearest hundredth and credited at the end of each year.

- 45.7.6 If circumstances require the cancellation of a casual assignment without advance notice, an Occasional Teacher shall be paid for the assignment and may be assigned teaching duties by the Principal for the equivalent of the original assignment. When a school is closed due to climatic or catastrophic conditions, an Extended Occasional Teacher shall be paid for the equivalent of the original assignment.
- 45.7.7 An Extended Occasional Teacher who works on the regular school days on both sides of a Professional Activity Day and attends the scheduled activities of the day shall be paid his/her regular pay for the Professional Development Day, which shall be included for the purposes of the twelve (12) required days in Article II.
- 45.7.8 The Board shall pay every two weeks upon submission by the Occasional Teacher of a time sheet(s) that has been approved by the appropriate principal(s).

### **Benefits**

- 45.8.1 The Occasional Teacher shall receive the following amount per full day in lieu of the Group Insurance Plan, Extended Health Benefit Plan, Vision Care and Dental Plan and any other Board benefits:
- |                   |        |
|-------------------|--------|
| September 1, 2004 | \$5.00 |
| September 1, 2005 | \$6.00 |
| September 1, 2006 | \$7.00 |
| September 1, 2007 | \$8.00 |

### **Reasonable Access**

- 45.9.1 The employer will make every effort to provide each employee with reasonable access to classrooms, records, supplies, and all other amenities necessary to the duties assigned.
- 45.9.2 The Board will make every effort to provide the Occasional Teacher with a package containing: a support information sheet, attendance lists, seating plans, timetable, teaching assignment and/or lesson plans. In addition to these supplies, the Board will make every effort to provide the Occasional Teacher

with a key or keys that will open the relevant classroom doors for the day. The Occasional Teacher will not be permitted to submit his/her paysheet until such keys have been returned.

### **Distribution Of Work**

45.10.1 Applications from Occasional Teachers in response to internally advertised positions, shall be considered for permanent and probationary positions that become available within the Board prior to external advertising, subject to the provisions of the OSSTF District 27, Teachers= Bargaining Unit Agreement.

45.10.2 It is agreed that Article 10 - Resolution of Disputes does not apply to the above Article.

### **Evaluation**

45.11.1 An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled to make written comments, if he/she desires. Such documentation and comments will be retained as a part of the Occasional Teacher=s file.

45.11.2 Corrections and amendments agreed to by both parties shall be made in writing and included in the employee=s file. Copies of the changes shall be sent to all parties who receive copies of the original.

45.11.3 The Federation may grieve any disciplinary action taken against an Occasional Teacher based on or related to clauses 45.11.1 and 45.11.2.

### **Sick Leave**

45.12 An Extended Occasional Teacher shall be entitled to two (2) days paid sick leave per month, cumulative for the duration of the extended occasional teaching assignment. Paid sick leave will be credited at the beginning of each month of the assignment. Where the assignment continues from first semester to second semester for the same teacher in the same school the accumulation will continue.

### **Leave Of Absence**

45.13.1 All teachers on the Occasional Teachers= List may, with one (1) months= written notification, request to have their name voluntarily removed from the Occasional Teachers= List for a period up to and including one (1) school year.

45.13.2 The Board will grant the request.

45.13.3 The Occasional Teacher=s name shall, upon written notification from the

teacher, be returned to the next Occasional Teachers= List which is released.

### **Leaves Of Absence For Extended Occasional Teachers**

- 45.14.1 Up to five (5) days compassionate leave without **loss** of pay will be granted in the event of the death of a spouse, and/or spousal equivalent, parent, child, guardian, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent, grandchild, brother-in-law, and/or sister-in-law.
- 45.14.2 Leave will be granted without loss of pay, providing approval is granted by the Director or designate, to an Extended Occasional Teacher who is absent due to quarantine, or who by reasons of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which the occasional teacher is not a party or one of the persons charged. **All** fees for court appearances shall be turned over to the Board.

### **Condition**

- A full teaching day shall consist of three (3) periods plus any assigned supervision or student tutoring as per 1 reg. 3. An Occasional Teacher will be paid 3 salary for each period worked to a maximum of 3/3 for one day.
- 45.15.2 Where the assignment of the regular classroom teacher is more than three (3) periods, the Occasional Teacher shall be assigned the number of periods assigned to the regular classroom teacher.(e.g. full assignment teacher, mixed assignment teacher, MSIP assigned teacher) Where the assignment of the regular classroom teacher is more than three (3) periods, the Casual Occasional Teacher will be paid for a full teaching day provided the Teacher is available to be assigned the same number of periods assigned to the regular classroom Teacher. For this section only, part-time assignments will be pro-rated against the assignment of the regular Teacher being replaced.
- 45.15.3 An Occasional Teacher shall not be assigned to teach more than four (4) periods in a day unless the regular Teacher she/he is replacing was previously scheduled to work more than four (4) periods.
- 45.15.4 The Occasional Teacher shall have no supervision before commencement of the morning session on the first day of the assignment. The Occasional Teacher shall have no lunch duty on the first day of an afternoon assignment.
- 45.15.5 The Board shall provide each full time Occasional Teacher with an uninterrupted period for lunch free from duty, of at least forty (40) minutes per day.



45.15.6 The Board shall reimburse at the Board=s current kilometre/mileage rate each Occasional Teacher for travel between an assignment for the same teacher involving two or more schools on the same day, within the Board=s jurisdiction.

45.15.7 The Board shall provide information for each Board Wide Professional Activity Day. Occasional Teachers may participate on a voluntary basis at their own expense.

### **Other Applicable Articles**

45.16 The following Articles of the Collective Agreement shall also apply to Occasional Teachers:

- Article 1.0 Recognition & Scope
- Article 2.0 Dues Deduction
- Article 3.0 Duration of Agreement
- Article 4.0 No Strike or Lockout
- Article 5.0 Management Rights
- Article 6.0 Discipline & Grievance Procedure
- Article 7.0 Job Security
- Article 8.0 Seniority
- Article 9.0 Grievance Committees
- Article 10.0 Resolution of Disputes
- Article 14.0 Confidentiality Record Check
- Article 15.0 Termination (Clauses 15.3.1 & 15.3.2 only)
- Article 20.0 Termination of Employment
- Article 34.0 Workplace Safety & Health
- Article 35.0 Health & Safety

**LETTER OF UNDERSTANDING  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
(hereinafter called the aBoard@)  
AND  
THE OSSTF LIMESTONE DISTRICT 27 TEACHERS= BARGAINING UNIT  
(hereinafter called the Bargaining Unit@)**

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

The Board and Federation agree that upon release of the Ministry of Education's Plan for e-Learning through the Learning Management System, the Parties shall meet forthwith to develop a Protocol for the delivery of e-learning in the Limestone District School Board which addresses such issues as:

- Class size for e-learning credits;
- The process for enrolling students;
- Workload and worksite issues for the Teacher delivering the e-learning course;
- **Job** postings for e-learning;
- Department structure for e-learning;
- Supervision credit for Teachers helping students in their home school with course work taken through another site;
- Staffing issues;
- FTE generation;
- Board Federation Staffing Committee monitoring of e-Learning credits according to normal procedures of in-school credits;
- School day/school year for e-learning; and,
- Other related issues.

Signed in Kingston, Ontario this 3<sup>rd</sup> day of May, 2005:

For the Board

For the Bargaining Unit

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**LETTER OF AGREEMENT  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
(hereinafter Called The 'Board')  
AND  
THE OSSTF, LIMESTONE DISTRICT 27 TEACHERS' BARGAINING UNIT  
(hereinafter called the 'Bargaining Unit')**

**RE: Adult Education**

There will be 27 FTE Secondary Teachers based on a projected enrolment of 1000 FTE, subject to adjustments for enrolment changes on October 31 and March 31.

The Board and the Federation agree to meet to adjust secondary teacher FTE numbers for each of the years covered by this agreement.

Dated this \_\_\_\_\_ day of May, 2005.

FOR THE BOARD

FOR THE BARGAINING UNIT

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**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**  
**(hereinafter called the 'Board')**  
**AND**  
**THE OSSTF, LIMESTONE DISTRICT 27 TEACHERS' BARGAINING UNIT**  
**(hereinafter called the 'Bargaining Unit')**

**RE: Staffing process for NAEC and Sharbot Lake High School**

It is agreed that the 'Proposed Staffing Process' for NAEC and Sharbot Lake High School, 2000-2001 (revised May 19, 2000) shall be in effect unless modified by the Permanent Board/Federation Committee.

Dated this \_\_\_\_\_ day of May, 2005

FOR THE BOARD

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FOR THE BARGAINING UNIT

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**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**  
**(hereinafter called the 'Board')**  
**AND**  
**THE OSSTF, LIMESTONE DISTRICT 27 TEACHERS' BARGAINING UNIT**  
**(hereinafter called the 'Bargaining Unit')**

**Re: Integrated Technology Course (TTI 100)**

The Board and the OSSTF Limestone District 27 Teachers' Bargaining Unit mutually agree that the Joint Secondary Staffing Committee shall meet no later than May 31st, 2005 to review and make recommendations regarding the delivery of the Grade Nine Integrated Technology Course TTI 100. Specifically, the Committee will gather data to determine, on a school by school basis, the extent and nature of the "shop" component of each TTI 100 program, with a view to determining appropriate maxima levels for each program in each school. Such recommendations shall be implemented for the 2005-2006 school year and shall be reviewed annually at the request of either party.

Signed in Kingston, Ontario this 4th day of May, 2005:

For the Board

For the Bargaining Unit

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**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**  
**(hereinafter called the 'Board')**  
**AND**  
**THE OSSTF, LIMESTONE DISTRICT 27, TEACHERS' BARGAINING UNIT**  
**(hereinafter called the 'Bargaining Unit')**

**Re: Cooperative Education**

The Board and the OSSTF Limestone District 27 Teachers' Bargaining Unit mutually agree that the Joint Secondary Staffing Committee shall meet annually to review and make recommendations regarding Teacher workload for Cooperative Education. Such recommendations shall be implemented for the 2005-2006 school year and shall be reviewed annually at the request of either party.

Signed in Kingston, Ontario this **4th** day of May 2005:

For the Board

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For the Bargaining Unit

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**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**  
**(hereinafter Called The 'Board')**  
**AND**  
**THE OSSTF, LIMESTONE DISTRICT 27, TEACHERS' BARGAINING UNIT**  
**(hereinafter called the 'Bargaining Unit')**

**RE: Crediting of Night School and Summer School Teaching Experience**

It is agreed that all Teachers with partial years of teaching experience will be permitted to count night school and summer school experience in accordance with Article 42.8.3 until such time as the Teacher reaches the next full grid step.

Dated this \_\_\_\_\_ day of May, 2005.

For the Board

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For the Bargaining Unit

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**  
**(hereinafter called the 'Board')**  
**AND**  
**THE OSSTF LIMESTONE DISTRICT 27, TEACHERS' BARGAINING UNIT**  
**(hereinafter called the 'Bargaining Unit')**  
**RE: MSIP**

The Board and the Federation agree that commencing September 1, 2005, schools running the 5-Period Day incorporating the Multi-Subject Instructional Period (MSIP) will organize such that agreed upon provisions for teacher workload are not exceeded. The parties further agree that the details will be reviewed by the Joint Secondary Staffing Committee no later than June 15, 2005.

Dated this 9<sup>th</sup> day of May, 2005.

For the Board

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For the Bargaining Unit

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**LETTER OF UNDERSTANDING  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
(hereinafter called the 'Board')  
AND  
THE OSSTF LIMESTONE DISTRICT 27 TEACHERS' BARGAINING UNIT  
(hereinafter called the 'Bargaining Unit')  
RE: Class Size Maxima**

The Board and the OSSTF Limestone District 27 Teachers= Bargaining Unit mutually agree that the Joint Secondary Staffing Committee shall meet annually to review and make recommendations regarding class size maxima. Agreed changes to the maxima chart shall be implemented for the following school year.

The Parties agree to utilize Article 12.4.4 of the Collective Agreement as an ongoing forum for problem-solving and further agree to utilize this article to address concerns related to class size maxima prior to the initiation of the grievance procedure.

Signed in Kingston, Ontario this 4th day of May, 2005:

For the Board

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For the Bargaining Unit

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**LETTER OF UNDERSTANDING  
BETWEEN  
THE LIMESTONE DISTRICT SCHOOL BOARD  
(hereinafter called the "Board")  
AND  
ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION, DISTRICT 27  
(hereinafter called the "Bargaining Unit")**

**RE: Guidance Teachers, Teacher Librarians &  
Special Education Resource Teachers**

Whereas the parties have ratified the Collective Agreement covering the period of September 1, 2004 through to and including August 31, 2008, and whereas the parties agree to add the following letter of understanding for further clarification respecting Article 11.3.2, be it agreed that as a result of the Provincial Framework dated April 28, 2005, wherein the above noted groups are now to be assigned six out of eight periods, the parties hereby agree that there shall be no increase to the current FTE/assigned staffing levels with respect to Guidance Teachers, Teacher-Librarians and Special Education Resource Teachers beyond the current staffing levels for the 2004-2005 school year. **As** such, no provisions of the current, above referenced collective agreement require that the Board assign additional sections to these areas for purposes of covering services in these areas during teacher preparation time.

Minimum requirements for these positions are in accordance with Ministry Standards as per Articles 12.1.2, 12.1.3 and 12.1.4 of the Collective Agreement.

Dated this 24<sup>th</sup> day of May, 2005.

For the Board

For the Bargaining Unit

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**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE LIMESTONE DISTRICT SCHOOL BOARD**  
**(hereinafter called the 'Board')**  
**AND**  
**THE OSSTF LIMESTONE DISTRICT 27 TEACHERS' BARGAINING UNIT**  
**(hereinafter called the 'Bargaining Unit')**

**RE: Re-opener on Teacher's Salaries**

In accordance with Provincial dialogue with OSSTF and the Minister of Education and OPSBA representatives, should the Government provide additional funding specifically for secondary teacher salaries of up to 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years, the increase shall be implemented as follows:

- a) If the Province's tax revenues in the 2005-2006 fiscal year are at least 1.0% higher than predicted in the 2004 Provincial Budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5%, then the salary increase for September 1 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- b) If the Province's tax revenues in the 2006-2007 fiscal year are at least 1.0% higher than predicted in the 2004 Provincial Budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

Such additional percentage increases (maximum 0.5%) shall be applied to the applicable salaries in clause 44.1 for the years commencing September 1, 2006 and September 1, 2007.

Signed in Kingston, Ontario this \_\_\_\_\_ day of May, 2005.

For the Board

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For the Bargaining Unit

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IN WITNESS whereof the Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

Limestone District School Board

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Director of Education and Secretary to the Board

\_\_\_\_\_  
Date

IN WITNESS whereof the Branch Affiliate has executed this Agreement attested by the authorized representatives of the Teacher Bargaining Unit Members of the Ontario Secondary School Teachers' Federation representing the Teachers employed by the Limestone District School Board:

\_\_\_\_\_  
President, Limestone District 27  
Ontario Secondary School Teachers' Federation

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Date

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